

ORDINANCE 2021 - 25

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL (CVD), A REGIONAL COUNCIL OF GOVERNMENTS, PURSUANT TO OHIO LAW, TO JOIN CVD'S JOINT POLICE, FIRE AND EMERGENCY MEDICAL SERVICES COMMUNICATIONS SYSTEM FOR THE DISPATCH OF POLICE, FIRE AND EMS SERVICES IN AND FOR MULTIPLE COMMUNITIES, AND AUTHORIZING THE DISSOLUTION OF THE HEIGHTS HILLCREST COMMUNICATIONS CENTER (HHCC).

WHEREAS, the cities of Shaker Heights, Cleveland Heights, South Euclid and University Heights (the "Original Cities") entered into an Agreement effective on June 28, 2016, to form a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, to be called the "Heights-Hillcrest Communications Center" ("HHCC"); and

WHEREAS, on September 1, 2017, the Original Cities entered into an amended COG Agreement with the City of Richmond Heights to add said City to the HHCC as an Original Member (together referred to as the Cities); and

WHEREAS, the HHCC was formed to establish and operate a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

WHEREAS, on December 1, 2016, HHCC entered into an Agreement with the Chagrin Valley Dispatch Council (CVD), for CVD to provide the services of a Project Manager to perform the duties of the planning, construction and outfitting of the dispatch center, and to perform the ongoing services as Dispatch Center Manager for day to day operations services, including IT management and financial services, and that services agreement expires on November 30, 2021; and

WHEREAS, the Board of the HHCC, which is comprised of by the Mayors or City Manager of each member of HHCC, or their representatives, has, by consensus, agreed to consider a proposal to dissolve HHCC and individually join the Chagrin Valley Dispatch Council (CVD), while continuing to operate as a separate Cleveland Heights Center within CVD; and

WHEREAS, the authorization for each member to dissolve the HHCC and join CVD, is subject to the approval of each city's Council; and

WHEREAS, CVD serves 28 communities, and a merger of HHCC into CVD would provide cost savings, particularly for employee health care, due to the purchasing power and ability to negotiate of a larger COG, utility expense savings (IT network), and in contractual services, and CVD has an enterprise fund with revenue from CVD assistance to entities outside of CVD, and the fund benefits all of CVD for future, significant purchases; and

WHEREAS, CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not; and

WHEREAS, Fire dispatching efficiencies would be enhanced with a larger dispatch operation; and

WHEREAS, the Federal, State and County governments have a common policy and practice of encouraging communities to consolidate dispatch operations; and

WHEREAS, this Council agrees that it is in the best interests of the City and its citizens

that the City should agree to dissolve HHCC and enter into an agreement to join the Chagrin Valley Dispatch Council (CVD).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of University Heights, State of Ohio:

Section 1. This Council hereby authorizes the City to vote as a member of the Heights Hillcrest Communications Center (HHCC) to dissolve the HHCC as a Council of Governments, to assign all of the assets of the HHCC to the Chagrin Valley Dispatch Council (CVD), and to take such other actions as are necessary in order to terminate the operations of HHCC, and to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption.

Section 2. This Council hereby authorizes the City to enter into an agreement to join the Chagrin Valley Dispatch Council (CVD), and to take such other actions and enter into such other agreements as are necessary to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption. The agreement between the City and CVD shall be in the form substantially as set forth in the agreement attached hereto and incorporated herein.

Section 3. This Ordinance shall take effect from and after the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

FIRST READING:

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR



UNIVERSITY HEIGHTS

Mayor Michael Dylan Brennan
mdb@universityheights.com
216.932.7800 x222

Memorandum

To: City Council

From: Mayor Michael Dylan Brennan 

CC: Luke McConville, Law Director
Kelly Thomas, Clerk of Council
Dustin Rogers, Police Chief
Bob Perko, Fire Chief

Date: August 16, 2021

Re: Proposed Merger of HHCC Members into CVD for Police, Fire, EMS Dispatch Services

Summary

The Administration is requesting that Council authorizes the City to enter into an agreement with the Chagrin Valley Dispatch Council (CVD), a regional Council of Governments, pursuant to Ohio law, to join CVD's joint Police, Fire and Emergency Medical Services communications system for the dispatch of Police, Fire and EMS services in and for multiple communities, and authorizes the City to approve the dissolution of the Heights Hillcrest Communications Center (HHCC).

History of the Heights Hillcrest Communications Center (HHCC).

In 2011 there were 48 Public Safety Answering Points (PSAPs) for the 59 jurisdictions in Cuyahoga County. PSAPS answer calls and dispatch first responders to a caller's location, or transfer calls to the appropriate PSAP based in caller location. This is the largest number of PSAPs in the state of Ohio and one of the highest in the US. Of 88 counties in Ohio, only four (4) have more than 10 PSAPs.

In 2012, Cuyahoga County hired a consultant to conduct an assessment of the PSAPs. The study concluded that the County should work toward reducing the number of PSAPs through continued support of consolidation and the promotion of regionalism. The County began recommending the consolidation of PSAPs. In 2013 there were 42 PSAPs, and it was expected the number would be at 38 by early 2015.

Meanwhile, the State developed a plan to mandate PSAP consolidation statewide. The County recognized that financial support was needed to encourage and facilitate consolidation. In 2013 the County issued a 9-1-1 Consolidation Plan and established a 9-1-1 Consolidation Shared Services Fund to support physical and technical infrastructure, professional services, equipment and upgrades needed to support consolidations.

In 2013, South Euclid hired the Center for Public Management of the Maxine Goodwin Levin College of Urban Affairs at Cleveland State University to conduct a “Feasibility Study of Consolidating Public Safety Answering Points (PSAPs) in South Euclid, Beachwood, Euclid, Shaker Heights, and University Heights”. The Center’s report was issued on September 23, 2013. The Study found that it was legally, technologically, and financially feasible to consolidate PSAPs in the five cities.

On March 17, 2016, Cleveland Heights, Shaker Heights, South Euclid and University Heights entered into a Memorandum of Understanding (MOU) to apply jointly to the County for funding to support the creation of a joint dispatch center. The cities received \$1 million to assist in the formation of a joint dispatch center.

On June 28, 2016, the four cities entered into an Agreement to form a Regional Council of Governments (COG), pursuant to Chapter 167 of the Ohio Revised Code, to be called the “Heights-Hillcrest Communications Center” (HHCC). Then on September 1, 2017, the four cities entered into an amended COG Agreement with the City of Richmond Heights to add the city to the HHCC as an Original Member, as defined in the HHCC COG Agreement.

HHCC was formed to establish and operate a Public Safety Answering Point (PSAP), a joint Police, Fire and Emergency Medical Services (“EMS”) communications system for the dispatch of Police, Fire and EMS services in and for the five cities.

On December 1, 2016, HHCC entered into an Agreement with the Chagrin Valley Dispatch Council (CVD), for CVD to provide the services of a Project Manager to perform the duties of the planning, construction and outfitting of the dispatch center, and to perform the ongoing services as Dispatch Center Manager for day to day operations services, including IT management and financial services, and that services agreement expires on November 30, 2021.

October 17, 2017, HHCC began operations at MetroHealth Medical Center at Severance Center in Cleveland Heights. On November 17, 2017, HHCC began providing dispatch services for the South Euclid and University Heights Police and Fire/EMS services, and for the Shaker Heights and Cleveland Heights Fire/EMS services. On December 15, 2017, HHCC began providing dispatch for the Cleveland Heights and Shaker Heights Police services. Finally, on February 18, 2018, HHCC began providing dispatch for Police and Fire services in Richmond Heights. On May 15, 2019, HHCC entered into a contract with Jewish Family Services, through JFC Security LLC, for security monitoring of various Jewish facilities.

HHCC is governed according to By-Laws and the COG Agreement. The operations are overseen by the Board of Trustees. Each Member community has one representative on the Board, who is the Mayor or City Manager, or their designated representative. The Board appoints a Fiscal Agent (currently Cleveland Heights). Each city contributes \$17,500 annually toward capital costs. Each city also contributes its share of operating costs calculated as each city's pro rata share of the operating budget based on the percentage of billable calls for service received by HHCC for each city. The Board approves the annual budget. The employees voted down a union.

Proposed Merger of HHCC Members into CVD

The Chagrin Valley Dispatch Council (CVD) is a regional Council of Governments similar to HHCC, and that was formed for the same purpose as HHCC; that is, to establish and operate a Public Safety Answering Point (PSAP), as a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services. CVD serves 28 communities from two dispatch centers, in Bedford and Brecksville. Metroparks has joined CVD, and the Cuyahoga County Sherriff's office is joining CVD.

See the CVD 2020 Annual Report attached for more information.

CVD, through its manager, Nick DiCicco, and his staff, provided the services to create the HHCC dispatch center located at the MetroHealth Medical Center at Severance Center in Cleveland Heights, which began operations in late 2017. CVD has been providing the ongoing services to manage and operate HHCC since the center's opening. The CVD staff handles the hiring and training of employees, purchasing of equipment, services and supplies, overseeing the day to day operation of the HHCC, handling budgeting and financial services, providing IT services, and otherwise taking care of all operational requirements for HHCC.

The idea of HHCC merging its operations into the larger CVD has been discussed by the HHCC Board and the Police and Fire Chiefs of the 5 member cities for several years. To merge, HHCC's Board members would have to vote to cease to exist as a COG, and each HHCC member would separately join CVD through a standard form membership agreement provided by CVD.

Under a merger, the Cleveland Heights Center currently occupied by HHCC would continue to operate. CVD would then operate three dispatch centers, in Bedford, Brecksville, and Cleveland Heights. Each Center would have the following:

- A "Chiefs' Group" comprised of the Fire and Police Chiefs from the cities in that Center. This Group would make decisions about specific operational policies impacting just that Center.
- A "Users Group" comprised of police officers and fire fighters from the communities in that Center who are actual "users" of the dispatch services; i.e. Police Officers who are sergeants or below and Firefighters who are lieutenants or below, representing each city in that Center. The Users Group would make recommendations on specific operational policies of that Center to the Chiefs' Group.

The CVD Board of Trustees is comprised of the Mayors or City Managers, or their representatives, from each community. Each member community has one vote. The Council meets approximately one time per year, and other times if needed (e.g. to approve a new member). The Board approves: Bylaw changes (the Bylaws were most

recently amended in September 2020); the annual budget (by agreement, the budget must be approved by January 31 each year) (CVD is on a calendar fiscal year); acceptance of new members; and the election of CVD officers (President, VP, Secretary).

The current officers of CVD are as follows:

- o President - Mayor Holzheimer-Gail, Euclid
- o Vice President - Mayor Edward Kraus, Solon
- o Secretary - Mayor William Koons, South Russell
- o Treasurer - Trustee John Finley, Chagrin Falls Township

The term of all officers is 1 year.

An Executive Committee is comprised of by the President, Vice President, Secretary and three non-officers, which CVD has informed HHCC will always include one representative of each of the three Dispatch Centers (Cleveland Heights, Bedford and Brecksville).

Typically, CVD requires that a new member pay a fee for capital costs, but in this instance there is no such fee for HHCC members, since HHCC already has an operating dispatch center, and all assets of the center will be assigned to CVD. There is a one month's operating expenses deposit required of each new member; this may be able to be paid out of existing HHCC reserves that would not be refunded, but would be paid over to CVD as the HHCC members' entry fee.

The annual fee paid by CVD members is based on the same formula as HHCC uses; that is, each community's proportional share of service calls.

CVD has stated that it intends to hire all HHCC dispatchers as employees of CVD. CVD has 3 contract employees and the rest are at will, with no union.

Benefits of a Merger of HHCC Into CVD

The following is a list of potential benefits to a merger in which HHCC members join CVD:

1. A merger would provide some cost savings for HHCC members, particularly for employee health care, due to the purchasing power and ability to negotiate of a larger COG, utility expense savings (IT network), and in contractual services.
2. CVD has an enterprise fund with revenue from CVD assistance to entities outside of CVD, and the fund benefits all of CVD for future, significant purchases. This fund would then also benefit HHCC members.
3. CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not.
4. Fire dispatching efficiencies would be enhanced with a larger dispatch operation.
5. CVD would have 109 employees after the merger, while HHCC has 30 employees. The larger entity would permit management to move employees around more readily for extended employee absences.
6. The Federal, State and County governments have a common policy and practice of encouraging communities to consolidate dispatch operations. By deciding to join CVD, HHCC's members would be determining their own fate, rather than waiting and potentially be forced to join another joint dispatch center.
7. CVD provides the benefit of a dedicated full time finance department, and IT Department.
8. A larger entity provides a greater possibility of attracting grant funding. For example, CVD received the following grants:
 - a. a \$784,000 AGF Grant (Purchased Zetron Fire Station Alerting hardware and software for all the member fire departments to page out the fire departments for calls. Also purchased MD's for al member fire departments, for calls in the apparatus.)

- b. an \$850,000 UASI Grant (It was used to purchase and distribute portable radios to every member police and fire department.)
 - c. a \$330,000 County Shared Services Grant (This grant helped fund an additional dispatch position and associated equipment); and
 - d. a \$50,000 UASI Grant (This was used to add a Cellular ‘tower’ to the Communications truck, which can be deployed and establish a small cellular network for public safety.)
9. **A merger of HHCC’s membership into CVD will place University Heights into one of the four largest PSAPs in Cuyahoga County. Currently, 9-1-1 calls from mobile phones in HHCC communities are directed first to CECOMS (Cuyahoga Emergency Communications System), which is a county facility, where their dispatchers must ascertain where callers are calling from before patching calls to our local dispatch center. This merger makes it possible that local mobile 9-1-1 calls would be handled directly by our local dispatchers without going to the county facility first, saving a step and saving time with it.**

It must be noted that this is a potential and not guaranteed outcome, but one that is made possible by this merger.

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Recommendation

The Administration recommends that Council approve the accompanying ordinance that would:

1. Authorize the City to vote as a member of the Heights Hillcrest Communications Center (HHCC) to:
 - a. dissolve the HHCC as a Council of Governments;
 - b. assign all of the assets of the HHCC to the Chagrin Valley Dispatch Council (CVD); and
 - c. to take such other actions as are necessary in order to terminate the operations of HHCC, and to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption.
2. Authorize the City to enter into an agreement to join the Chagrin Valley Dispatch Council (CVD), and to take such other actions and enter into such other agreements as are necessary to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption. The agreement between the City and CVD would be in the form substantially as set forth in the agreement attached to the ordinance.



Heights Hillcrest Communications Center

Proposed Merger With Chagrin Valley Dispatch Overview





Heights Hillcrest Communications Center

HHCC became operational in November of 2017 and serves the following cities:

- City of Cleveland Heights
- City of Richmond Heights
- City of Shaker Heights
- City of South Euclid
- City of University Heights

Our goal:

- Provide a high level of service to both the citizens as well as first responders that we serve
- Improve emergency communications by reducing duplication of costly resources and infrastructure



Heights Hillcrest Communications Center

In 2016, HHCC entered into a 5-year contractual agreement with the Chagrin Valley Dispatch Council (CVD) to construct HHCC, as well as to manage HHCC. This contract expires on November 30, 2021.

CVD staff handles the hiring and training of HHCC employees, purchasing of equipment, services and supplies, overseeing the day to day operation of the HHCC, handling budgeting and financial services, providing IT services, and otherwise taking care of all operational requirements for HHCC.



Chagrin Valley Dispatch Council (CVD)

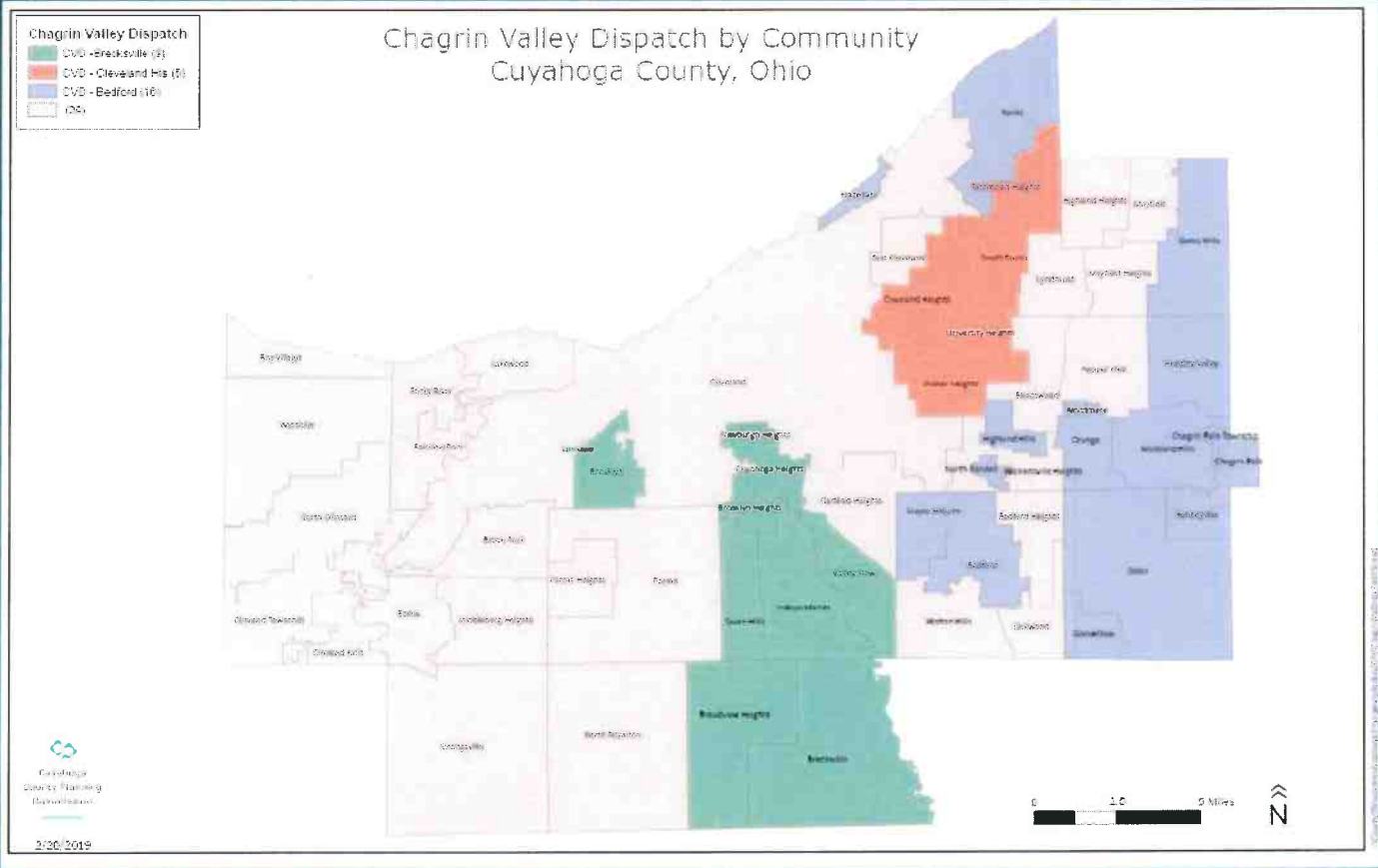
CVD currently has dispatch centers in Bedford and Brecksville, and currently serves 28 municipalities:

Bedford / Bentleyville / Bratenahl / Brecksville / Broadview Heights / Brooklyn / Brooklyn Heights / Brecksville / Chagrin Falls Village / Chagrin Falls Township / Cleveland Metroparks / Cuyahoga County Sheriffs Department / Cuyahoga Heights / Euclid / Gates Mills / Glenwillow / Highland Hills / Hunting Valley / Independence / Maple Heights / Moreland Hills / Newburgh Heights / North Randall / Orange Village / Seven Hills / Solon / South Russell / Valley View / Woodmere



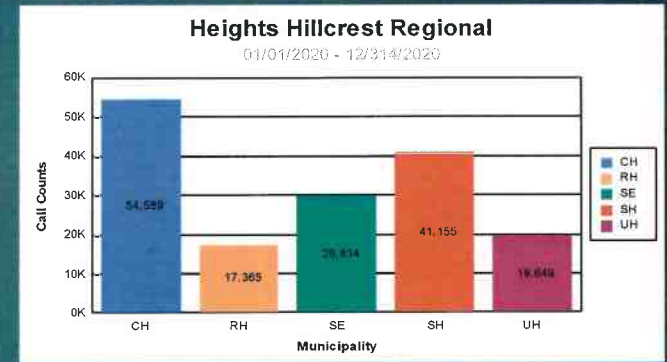
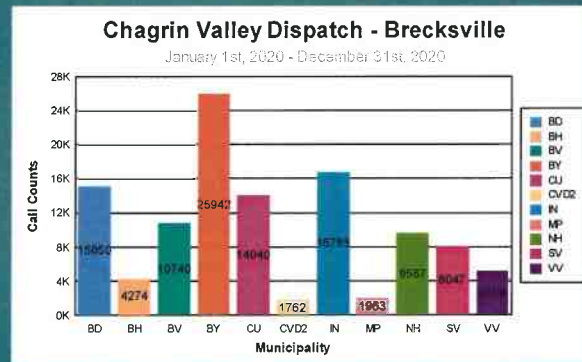
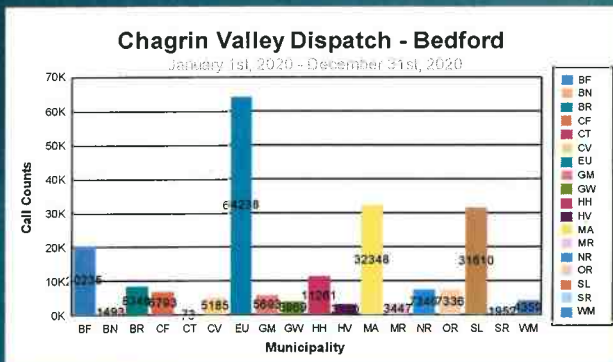


CVD and HHCC Communities





CVD and HHCC



2020 Total Calls for Service – 497,714

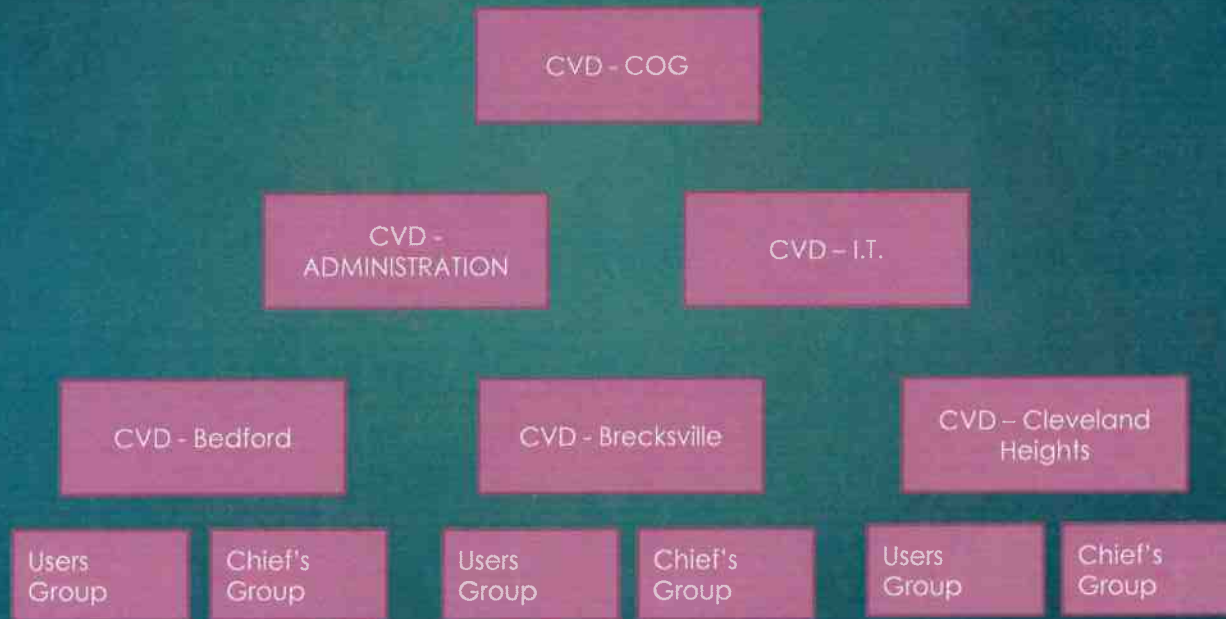


Heights Hillcrest Communications Center

- ▶ HHCC has been discussing a potential merger into CVD for several years.
- ▶ To merge, HHCC's Board would have to vote to dissolve as a COG, and each HHCC member would separately join CVD.
- ▶ After merger:
 - ▶ CVD to operate 3 dispatch centers: Bedford, Brecksville, and Cleveland Heights.
 - ▶ Each Center would have:
 - ▶ "Chiefs' Group" to make decisions about operational policies impacting that Center.
 - ▶ "Users Group" of police officers & fire fighters to make recommendations to Chiefs' Group.
 - ▶ CVD Board of Trustees comprised of Mayors/City Managers, or reps, from each community. Each member community has one vote.
 - ▶ President is Mayor of Euclid. There are also a VP, Secretary and Treasurer. The term of all officers is 1 year.
 - ▶ Executive Committee includes President, VP, Secretary and 3 non-officers; one rep of each Dispatch Centers (Cleveland Heights, Bedford and Brecksville).



Structure of Merged Entity - HHCC & CVD





Heights Hillcrest Communications Center



Potential Benefits of Merger of HHCC Into CVD

1. Cost savings: employee health care; purchasing power; ability to negotiate; utility expenses (IT network); contractual services.
2. CVD enterprise fund with revenue from CVD assistance to non-CVD entities benefits all members for future, significant purchases.
3. CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not.
4. Fire dispatching efficiencies would be enhanced with a larger dispatch center.



Heights Hillcrest Communications Center



Potential Benefits of Merger of HHCC Into CVD

5. CVD would have 109 employees, while HHCC has 30--allowing management to move employees around more readily.
6. Federal, State and County governments policy and practice to encourage communities to consolidate dispatch operations. HHCC members can determine their own fate.
7. CVD has dedicated full time finance and IT Departments.
8. Greater grant opportunities with larger entity.



Heights Hillcrest Communications Center



Potential Benefits of Merger of HHCC Into CVD

9. By mid to late 2022, the County will no longer pay the cost for a contract with Emergency Call Works (ECW) and service from AT&T for E911 service lines and equipment for 911 connections for dispatch centers, EXCEPT for the 4 largest regional dispatch centers (plus the City of Cleveland). HHCC is NOT one of the 4 largest, but as part of CVD, HHCC member cities would be eligible for funding. This would be a \$24,000 annual cost to the City as part of HHCC.

Proposed HHCC Merger with CVD

▶ Impacts of a Merger:

- ▶ Operations at the Cleveland Heights Center where HHCC currently operates will NOT be affected.
- ▶ Dispatchers are well trained for dispatch for particular cities, and any employee moved over to HHCC on a temporary or permanent basis would receive the same thorough training.
- ▶ Possible new mental health and low level misdemeanor response measures being considered by member communities will not be affected or prevented by a merger. Cities can individually create a program, and/or all Cleveland Heights Center cities could create a joint program, and would be considered as “pilot” programs that could be emulated in the future by other CVD communities.



Proposed HHCC Merger with CVD

QUESTIONS?

Michael Brennan

From: [REDACTED]
Sent: Sunday, July 11, 2021 4:54 PM
To: Michele Weiss; Michael Brennan
Cc: [REDACTED]
Subject: Sign Condition (Eaton/Fairmount)
Attachments: 20210711_162631.jpg; 20210711_164906.jpg; 20210711_162646.jpg

Mayor Brennan / Vice Mayor Weiss,

I've been a resident of University Heights at [REDACTED] Eaton Rd. for the last 6 years. Over that time the sign near Eaton and Fairmount has continually eroded. Years ago the top broke off and rusty nails were present. As you can see now the stone is broken and the sign is peeling with paint chipping.

As homeowners, we are expected to keep our houses up to date and up to code in order to ensure the beauty of our city. This is even further exemplified when selling in a point of sale is required.

I understand that everything will not be fixed immediately, but this sign has been in a state of disrepair for years. Unfortunately this is the first thing you see when you come into University Heights and the last impression you are left with as you leave.

While I have no opinion on the implementation of the new logo, a new coat of paint and fixing the brick and mortar would be nice as a homeowner. I do not feel that this is representative of what our city is, but it is important to remember that the devil is in the details. The little things are what make our city great.

If I were an outsider looking for a home and the first thing I see is a weed infested, broken, peeling sign i'd be hard pressed to believe the status of the city was any different.



Leaving
University
Heights
The City of Beautiful Homes

Welcome to

University
Heights

The City of Beautiful Homes





SILSBY-GREEN Sign
8/16/2021

Leaving
University
Heights 
The City of Beautiful Homes

*University
Heights*

The City of Beautiful Homes







Welcome to

*University
Heights*



The City of Beautiful Homes



Highways

The City of Beautiful Homes



MEADOWBROOK Sign
8/13/2021

Welcome to
University
Heights 
The City of Beautiful Homes



Leaving
University
Heights 
The City of Beautiful Homes



City of University Heights Priority 1 Signage

BID PACKAGE PROPOSAL FORM

ITEM	DESCRIPTION	QTY	UNIT	UNIT	INSTALL	UNIT PRICE	EXTENDED
1	Engineering and Shop Drawings						\$
2	Performance and Payment Bond						\$
3	A1 - Primary Gateway	2	EA.	\$	\$	\$	\$
4	A2 - Secondary Gateway	9	EA.	\$	\$	\$	\$
5	A4 - Pole-mounted Gateway	7	EA.	\$	\$	\$	\$
6	C2 - Stinson Park Identification	1	EA.	\$	\$	\$	\$
7	C4 - Stinson Gateway	1	EA.	\$	\$	\$	\$

OTHER COSTS

8	Permits						\$
9	Shipping and Insurance if applicable						\$
10	Contingency (identify percentage)						\$
Total Bid							\$

REQUIREMENT FOR ACCEPTANCE OF BID: For each sign type listed above provide a detailed list of descriptions, qualifications and clarifications to support the pricing proposed. This should be attached as a separate Word Document or PDF.



Priority 1 Signage

City of University Heights

DESIGN INTENT | CUH1595 | AUGUST 2021



1.0 General

1.1 Related Documents

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, design, construction technique, materials and installation.
- B. The Project Owner/Contract Owner shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, contract documents or other agreements other than agreement with the Owner authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the Design Intent documents. If dimensions are missing or are unclear — consult the Owner for direction. The Project Owner/Contract Owner must review shop details prior to fabrication.

1.2 Summary

This Section includes the following exterior sign types:

- 1. A1 Primary Gateway
- 2. A2 Secondary Gateway
- 3. A3 Banner Gateway (N.I.C.)
- 4. A4 Pole Mounted Gateway
- 5. B1 City Hall Identification (N.I.C.)
- 6. C1 Purvis Park Identification (N.I.C.)
- 7. C2 Stinson Park Identification
- 8. C3 Pocket Park Identification (N.I.C.)
- 9. C4 Stinson Gateway

1.3 Performance Specifications Introduction

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor’s responsibilities and obligations. Signage Contractor(s) shall furnish and install signs and/or graphics as detailed on drawings and/or described in these specifications.

Refer to these performance specifications for details on designer expectations of Sign Contractor and fabrication process.

2.0 Definition of Terms

2.1 Documents

Refers to the drawings and specifications, including all addendum and modifications incorporated therein for their execution. When applicable, additional appendages provided by Owner or Designer shall become part of the documents.

2.2 Project Owner

Shall refer to:

City of University Heights
Contact: Kelly Thomas, Clerk of Council
2300 Warrensville Center Road
University Heights, Ohio 44118
(216) 932-7800 ext. 223, kthomas@universityheights.com

2.3 Designer

Shall refer to:
Guide Studio, Inc.
Contact: Gina Gerken
13110 Shaker Square, Suite 101
Cleveland, OH 44120
216.921.0750, gina@guidestudio.com

2.4 Signage Contractor/Fabricator

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

2.5 Work

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

2.6 Addendum

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

2.7 Substitutions

When one or more than one product is specified and the signage contractor wishes to offer a substitute product which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

2.8 NIC

Refers to work not included in this contract.

2.9 Final Completion

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

3.0 General Conditions

3.1 Quality Assurance

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors.

It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

3.2 Commencement

The work described in these documents shall only begin when a Owner-authorized, written contract has been issued to the Signage Contractor with instructions to proceed, provided other requirements have been met.

date 08.13.21



13110 Shaker Square, Suite 101
Cleveland, Ohio 44120
guidestudio.com

contact

pm G. Gerken
design K. Fromet

project CUH1595

City of University Heights
Priority 1 Signage

phase 2

Performance Specifications

revision 3

NOT FOR CONSTRUCTION

These drawings and notes are for the sole purpose of expressing Visual design intent and are not intended for actual fabrication purposes. Sign Contractor accepts total responsibility for final material selection, fabrication and installation methods. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants. Refer to provided performance specifications for details on designer expectations of Fabricator and fabrication process.
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sheet



3.3 Contract Administration

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative (Designer) will inspect the final installation for compliance with all approved documents.

3.4 Bidding Process

- A. All Bidder's are required to complete the Bid Worksheet included as part of this package.
- B. Incomplete Bid Worksheets may be cause for rejection of the bid.
- C. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- D. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- E. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- F. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the following distribution list: mstifter@rfcity.org;
Under no circumstances will RFIs submitted via direct phone call be answered. Responses to RFIs will be via email to all Bidders.

3.5 Artwork

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer or Owner. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

3.6 Other

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible.

All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

4.0 Signage Contractor Responsibilities

4.1 Design Responsibility

The graphic design requirements shown by the details on the sign type drawing documents are for design

intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible.

The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner's approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

4.2 Statement of Application

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

- A. That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.
- B. The overall effective integration and correctness of individual parts and the whole system.
- C. Compatibility with adjoining substrate, materials and other work by other trades.
- D. There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

4.3 Statement of Execution

The Signage Contractor shall be responsible for all work done under his contract, including:

- A. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- B. Diligent execution of work and giving personal attention and supervision to the same until complete.
- C. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- D. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- E. Obtaining, at the Sign Contractor's own cost, sign/construction permits, inspection certificates which may be required of the project by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

4.4 Submittals

By the approval and submission of shop drawings and samples, the Signage Contractor thereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

4.5 Special Instructions

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

4.6 Protection and Handling of Products

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Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

4.7 Shipping and Transportation

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

4.8 Storage of Equipment

Space for storage of material prior to installation will be designated by the Owner. The Signage Contractor must give advance notice of deliveries and space requirements so the proper provision may be made. If deliveries are to be made to the premise at times other than normal working hours, the Signage Contractor will be required to reimburse Owner for any overtime costs incurred by Owner.

4.9 Warranty

- A. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer's published performance criteria for use and purposes for which each and every part is specified.
- B. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.
- C. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.
- D. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- E. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
- F. Failures include, but are not limited to, the following:
 - 1. Deterioration of finishes beyond normal weathering.
 - 2. Structural failures.
 - 3. Noise or vibration caused by thermal movements.
 - 4. Failure of system to meet performance requirements.
 - 5. Failure of operating components to function normally.

4.10 Signage Contractor Responsibilities

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

5.0 Submittals

All submittals and shop drawings are to be delivered to the Owner for distribution.

5.1 Schedule

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

5.2 Samples

- A. The Sign Contractor shall submit (3) 4" x 4" samples of each color and finish of exposed materials, accessories and exposed fasteners, or final material substrate to be used in the project.
- B. The Sign Contractor shall submit samples of each masonry material, including stone and mortar color to be used in the project. Brick and stone samples should be large enough to show variation in color adequate for review.

5.3 Shop Drawings

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11" x 17" format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of brick, stone, mortar joints and foundations. Shop drawings shall be completed within 2 weeks the start of the Contract.

- A. Acceptance of shop drawings does not in any way change the documents. Documents may only be changed in writing.
- B. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- C. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Owner.

5.4 Manufacturer's Data

Signage Contractor shall submit (1) copy of the manufacturer's printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

6.0 Substitutions

6.1 Any substitution requested will be considered under these cases:

- A. When specified product is not available.
- B. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
- C. When such substitutions is in the best interest of the Owner.

6.2 Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution..

- A. Is equal in quality and serviceability to the specified item;
- B. Will not entail changes in details and construction related to work;
- C. Will be acceptable in consideration of the required design and artistic effect;
- D. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

6.3 Regardless of the evidence submitted or any review or independent investigation by the Owner or authorized representative, a request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution...

- A. Is equal or better in quality and serviceability to the specified item;
- B. Will not entail changes in details and construction related to work;
- C. Will be acceptable in consideration of the required design and artistic effect;
- D. Will provide cost advantage to the Owner.

6.4 Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Designer in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner before they may be used.

7.0 Products of Fabrication

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

7.1 Materials and Workmanship

- A. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as "equal" by the Owner upon receipt of adequate supporting data.
- B. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Designer for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner and Designer.
- C. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- D. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.

- E. Weep holes, heat vents, etc. shall be considered for incorporation by the Sign Contractor on each sign type as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.
- F. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- G. Defective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

7.2 Systems Performance Requirements

- A. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:
 - 1. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
 - 2. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- B. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Wisconsin Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
- C. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
- D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

7.3 Typography & Graphics

- A. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Designer for resolution.
- B. The applicable typefaces for this project shall be indicated in the design documents. All fonts specified must be purchased by the Sign Contractor for use in this program.
- C. Electronic art for graphics, logos and symbols shall be supplied by the Owner or Designer for the Sign Contractor's use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.
- D. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- E. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Designer to be less readable, or unsatisfactorily spaced.

7.4 Color

- A. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and

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of these Specifications for approval prior to fabrication.

- B. Color specifications for the work of the project are listed in the Design Documents.
- C. Consult the Design Documents to ascertain all sign components to receive color.
- D. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

7.5 Finish

- A. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- B. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- C. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.
- D. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- E. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- F. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

7.6 Screen Printed Media

- A. All screen-printed graphics shall be produced with ABS paint compatible with the substrate, using mesh of 390 or finer to produce clean, sharp edges.
- B. All media are to be opaque, with full even coverage, and free from dust bubbles, blemishes and other foreign matter.
- C. There shall be no streaking created by drawing squeegee over screen.

7.7 Masonry

- A. Scope: The Contractor shall furnish all labor, materials, tools, equipment and scaffolding, transportation, cartage, etc., required for the complete installation of all masonry as shown on the drawings and specified herein.
- B. Built-in Items: The Contractor shall build into the masonry, where required, all bolts, anchors, inserts, and the like.
- C. Protection: Masonry work shall be protected from freezing and from the elements at all times. The tops of masonry walls shall be covered at nights and at other times as required when not being worked on, with a waterproof covering to prevent water from entering the wall.
- D. Workmanship: All masonry work to be built up with true and even surfaces to proper heights, dimensions and forms, and carefully plumbed and leveled in all cases. All work is to be carried up continuously insofar as practicable.
- E. Performance: All exterior masonry construction shall be so built that it will be completely weather-tight and for a period of one (1) year from the completion and final acceptance of the building, the Masonry Contractor shall so guarantee.

7.8 Digitally Printed Graphics

- A. Applied graphics should securely adhere to sign surfaces, and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to resist peeling and hold to applied surfaces considering the exterior conditions (resistant to temperature fluctuations and moisture).
- B. Opaque continuous tone photo-quality print - minimum 720 DPI per sq. inch. Graphics may be printed directly to substrate and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to hold to applied surfaces. Graphics should utilize inks resistant to UV-A, UV-B, Xenon and weather. Any graphics used outside should be exterior-rated: resistant to vandalism, fading and other weather-related defects.
- C. Where applicable, digital graphics shall be printed on reflective white and must be retro-reflective where indicated per MUTCD standards unless specified otherwise in the Design Intent Drawings.

7.9 Vinyl Film

- A. Contractor shall provide high performance vinyl film as indicated on the Drawings, with pressure sensitive adhesive, suitable for outdoor application to vinyl, painted surfaces, and metal applications.
- B. All machine cut vinyl typography and graphics are to be on high-grade maximum high performance, cast vinyl films with a minimum of (5) years durability (transparent) or (7) years durability (all other vinyls) or approved equal (or otherwise noted). The application of the vinyl characters is to be smooth, without bubbles, ridges or other imperfections.
- C. All vinyl typography (including letters, arrows, numbers, symbols, logos, etc.) shall be digitally reproduced, and machine cut.
- D. Surface coatings should be allowed to dry a minimum of 3 to 4 days before applying vinyl letters or graphics in order to avoid bubbles forming in the vinyl from out-gassing of the curing coating.
- E. Letters for sign panels are to have positionable pressure-activated gray pigmented adhesive to provide minimal color show through.
- F. Vinyl shall be retro-reflective where indicated per MUTCD standards unless specified otherwise in the Design Intent Drawings.

7.10 Aluminum & Steel

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bituminous paint or by a gasket.

- A. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- B. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- D. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.
- E. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled

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trade names, or roughness.

7.11 Laser-cut Characters

Provide characters with square-cut smooth edges.

7.12 Acrylic Sheet

Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

7.13 Paints/Coatings/Finishes

- A. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- B. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- C. Coatings shall be prepared as designated by the manufacturers latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- D. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- E. Colors shall match color designations as indicated on the drawings.
- F. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- G. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

7.14 Fasteners

Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.

- A. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- B. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Designer to achieve an attractive, finished appearance.

7.15 Digital Display

The digital display specified in the Design Intent Documents is for bidding and guideline purposes only. The Sign Contractor shall coordinate with the Owner the requirements of the digital display system. The displays must meet the following minimum requirements:

- A. Exterior-rated: Must withstand local weather conditions and be able to be read in both sunlight and at night. Shall withstand fading from exposure to sunlight.
- B. Product: Vantage Flex-V Series (or approved equal)
- C. Color: Amber (one-color)
- D. Resolution: Minimum 10mm

E. Wired & Wireless capabilities

D. Sign Contractor to submit warranty information to Owner for review prior to fabrication.

8.0 Fabrication

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

8.1 Shop Assembly

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

8.2 Welding

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

8.3 Flatness of Panels

Panels shall show no visible distortion when viewed in installed position.

8.4 Cutting/Routing

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

9.0 Execution

Quality and acceptability of the fabricators' work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Designer.

9.1 Shop Reviews

Contractor shall notify Owner at least 48 hours in advance of operations requiring reviews.

9.2 Site Reviews

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected by the Designer and not repaired or revised to the Designers satisfaction.

9.3 Sign Locations

The Sign Contractor shall field verify all proposed sign locations and conduct a walk-thru with the Owner in order to obtain a written approval of the proposed locations before installation of the sign units. All locations must be permitted through the appropriate permitting/approval process (by Sign Contractor).

9.4 Punch List

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, missions or other unacceptable condition in

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a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

9.5 Final Sign-Off

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

10.0 Installation

The installation of fixed materials shall be under the general direction of the Owner/Designer in accordance with applicable specifications and layout drawings.

10.1 Preparation

Signage Contractor shall coordinate setting drawings, diagrams, templates, instructions and directions for the installation of items having integral anchors which are to be embedded in concrete. Signage Contractor shall coordinate delivery of such items to applicable trades for installation. Sign Contractor is also responsible for procuring any required signage or building permits, including obstruction permits that may be necessary while installing within city streets and public right-of-ways. Sign Contractor is responsible for coordinating with utility companies regarding the location of underground utilities prior to installation.

10.2 Delivery to Premise

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

10.3 Anchors and Inserts

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

10.4 Cutting/Fitting/Placement

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required.

Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and jointing of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work.

Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

10.5 Erection

All surfaces shall be covered with protective non-deleterious to finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

10.6 Protective Coverings

Sign Contractor shall restore protective coverings which have been damaged during shipment or installation of the work, remove protection when requested for inspection of finishes and replace, retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration and remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

10.7 Cleaning of Premises/Signs

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, on a daily basis.

After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer's written instructions, Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.

date 08.13.21	contact	project CUH1595	phase 2	revision 3	sheet
 <p>13110 Shaker Square, Suite 101 Cleveland, Ohio 44120 guidestudio.com</p>	<p>pm G. Gerken design K. Fromet</p>	<p>City of University Heights Priority 1 Signage</p>	<p>Performance Specifications</p>		

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COLOR



Paint	Mathews-MP11183 Franco Blue	Mathews-MP32351 White Spirit	Mathews-MP06681 Dapple Gray	Mathews-MP00170 Moline Orange	Mathews-MP04855 Patent Yellow	Akzo Nobel 440-D5*	Mathews-MP09369 Violet Femmes
Transparent Vinyl Film	-	-	-	Oracal 8300-079 Reddish Brown	Oracal 8300-020 Golden Yellow	Oracal 8300-063 Lime Tree Green	Oracal 8300-040 Violet
Translucent Vinyl Film	-	-	-	Oracal 8800-380 Blood Orange	Oracal 8800-219 Yolk Yellow	Custom Match (Print) Paint Color	Oracal 8800-040 Violet
Opaque Vinyl Film	-	3M 7725-20 Matte White	-	-	-	-	-

General Notes

1. All paint should be satin finish unless specified otherwise.
2. All colors subject to review and approval (see submittal procedures in Performance Specifications)

* Matthews custom color match may be used in lieu of Akzo Nobel

Typography

T1-Motiva Sans Extrabold

**Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890**

T2-Motiva Sans Bold

**Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890**

T3-Motiva Sans Regular

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww
Xx Yy Zz

T4-Bitter Regular

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

Graphics



Logo with Outline

**UNIVERSITY
HEIGHTS**

Logotype



Vertical Logo

date 08.13.21



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Cleveland, Ohio 44120
guidestudio.com

contact

pm G. Gerken
design K. Fromet

project CUH1595

City of University Heights
Priority 1 Signage

phase 2

revision 3

General Specifications
Colors, Graphics, & Typography

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sheet

1

STAINED GLASS
LOOK EXAMPLE

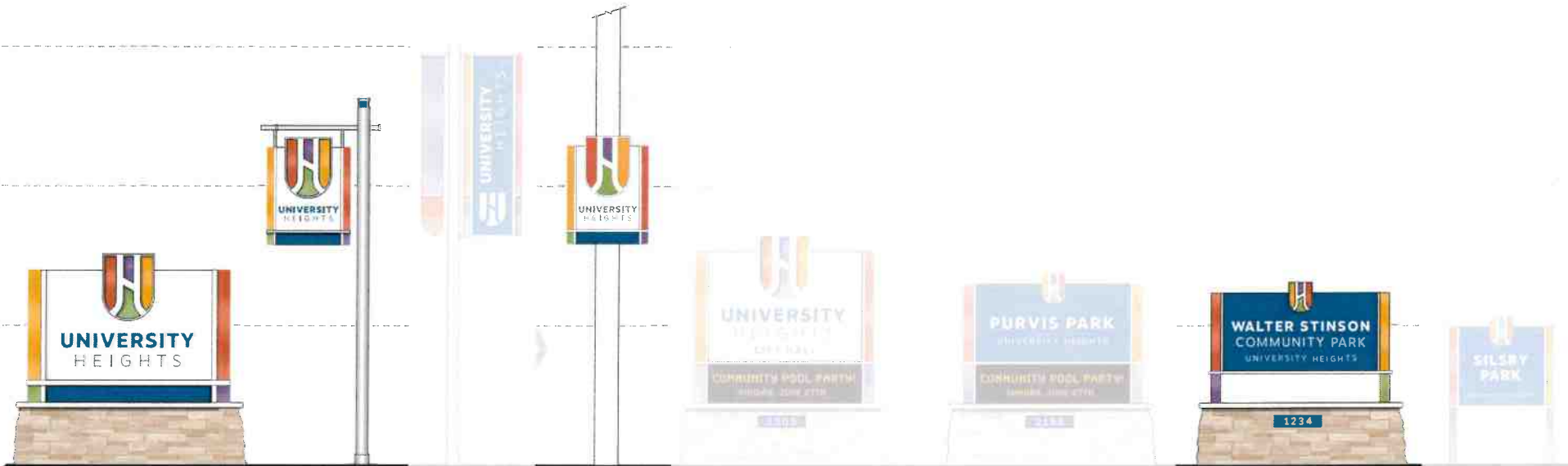


20'

15'

10'

5'



SCALE: 1/4"=1'-0"

A1: PRIMARY GATEWAY

A2: SECONDARY
GATEWAY

A3: BANNER
GATEWAY
(N.I.C.)

A4: POLE-
MOUNTED
GATEWAY

B1: CITY HALL
IDENTIFICATION
(N.I.C.)

C1: PURVIS PARK
IDENTIFICATION
(N.I.C.)

C2: STINSON PARK
IDENTIFICATION

C3: POCHL PARK
IDENTIFICATION
(N.I.C.)

date 08.13.21

contact

project CUH1595

phase 2

revision 3

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pm G. Gerken
design K. Fromet

City of University Heights
Priority 1 Signage

Sign Family

2

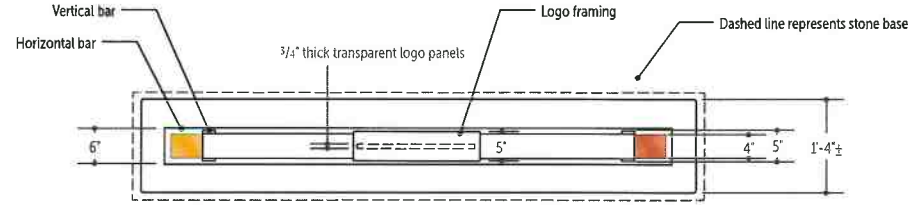
- A1: Primary Gateway
- A2: Secondary Gateway
- A4: Pole-mounted Secondary Gateway
- C2/C4: Stinson Park Identification
- Existing Sign—to be removed or replaced



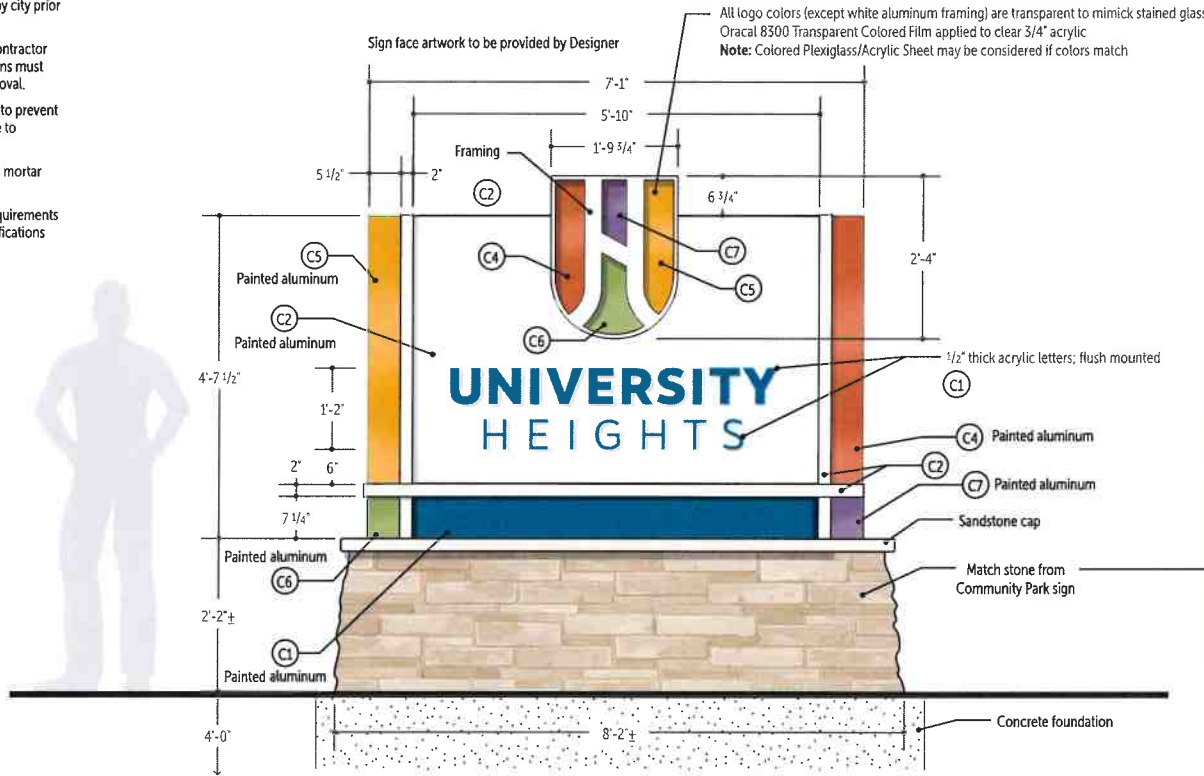
date 08.13.21 13110 Shaker Square, Suite 101 Cleveland, Ohio 44120 guidestudio.com	contact pm G. Gerken design K. Fromet	project CUH1595 City of University Heights Priority 1 Signage	phase 2 revision 3 Draft Location Plan	NOT FOR CONSTRUCTION These drawings and notes are for the sole purpose of expressing visual design intent and are not intended for actual fabrication purposes. Sign Contractor accepts total responsibility for final material selection, fabrication and installation methods. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants. Refer to provided performance specifications for details on designer expectations of Fabricator and fabrication process. Copyright © Guide Studio, Inc. All rights reserved.	sheet 3
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GENERAL NOTES

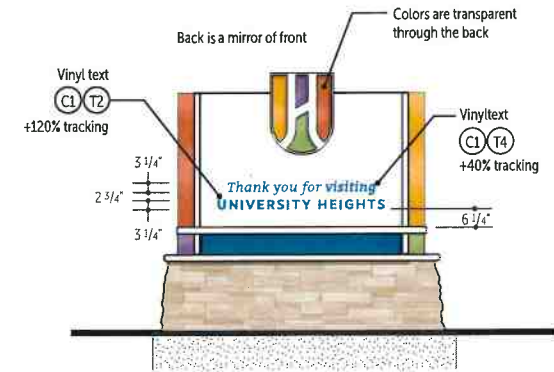
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TOP VIEW
SCALE: 1/2"=1'



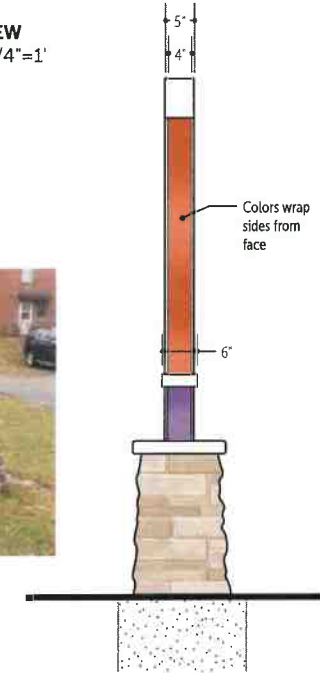
PRIMARY GATEWAY
SCALE: 1/2"=1'



BACK VIEW
SCALE: 1/4"=1'



COMMUNITY PARK SIGN



SIDE VIEW
SCALE: 1/2"=1'

date 08.13.21



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contact

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design K. Fromet

project CUH1595

City of University Heights
Priority 1 Signage

phase 2

Primary Gateway
Sign Type A1

revision 3

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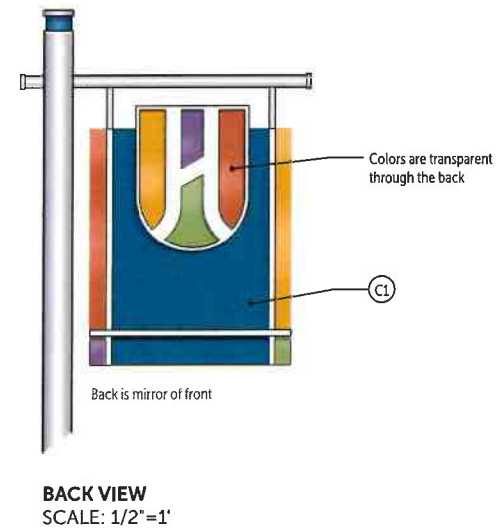
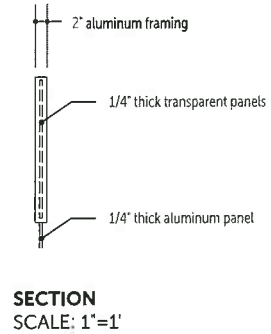
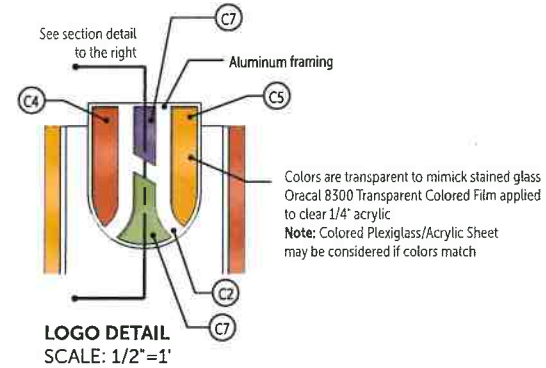
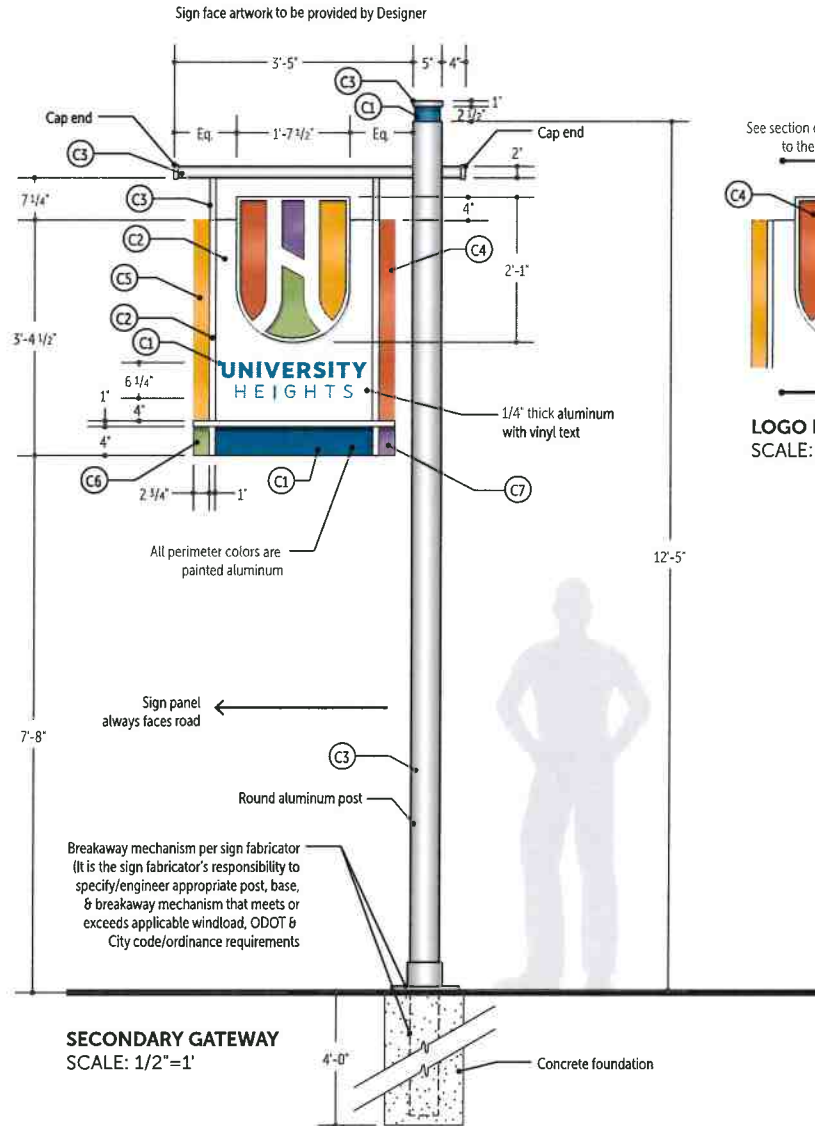
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sheet

4

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date 08.13.21



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contact

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design K. Fromet

project CUH1595

City of University Heights
Priority 1 Signage

phase 2

Secondary Gateway
Sign Type A2

revision 3

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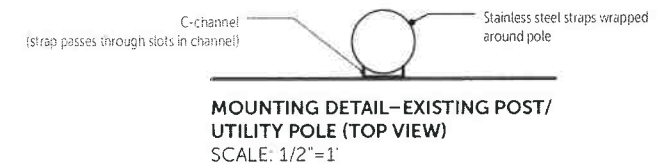
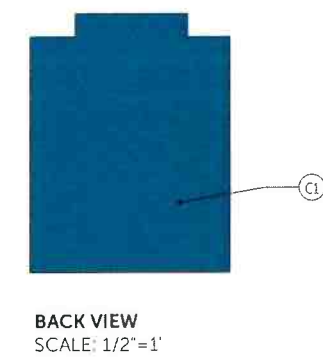
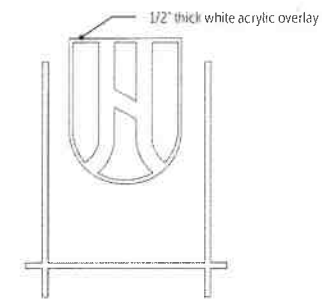
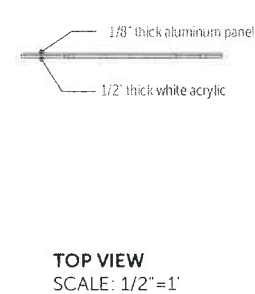
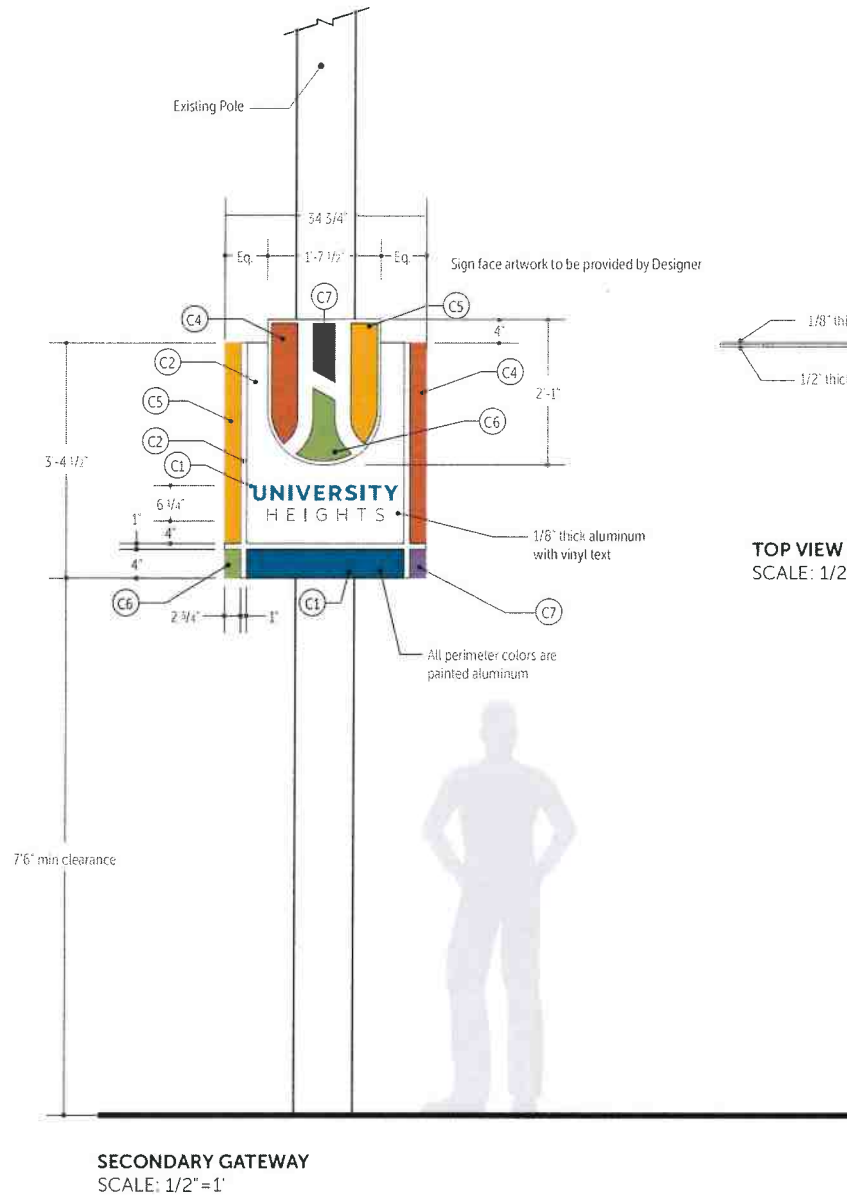
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sheet

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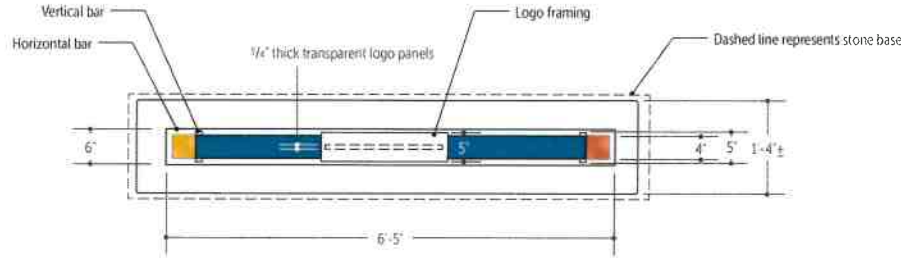
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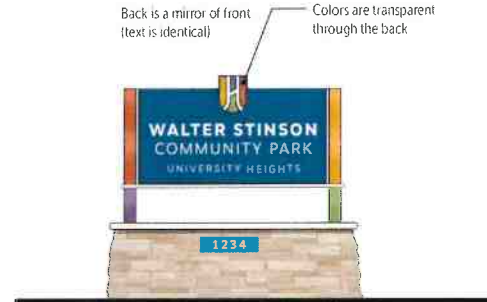


GENERAL NOTES

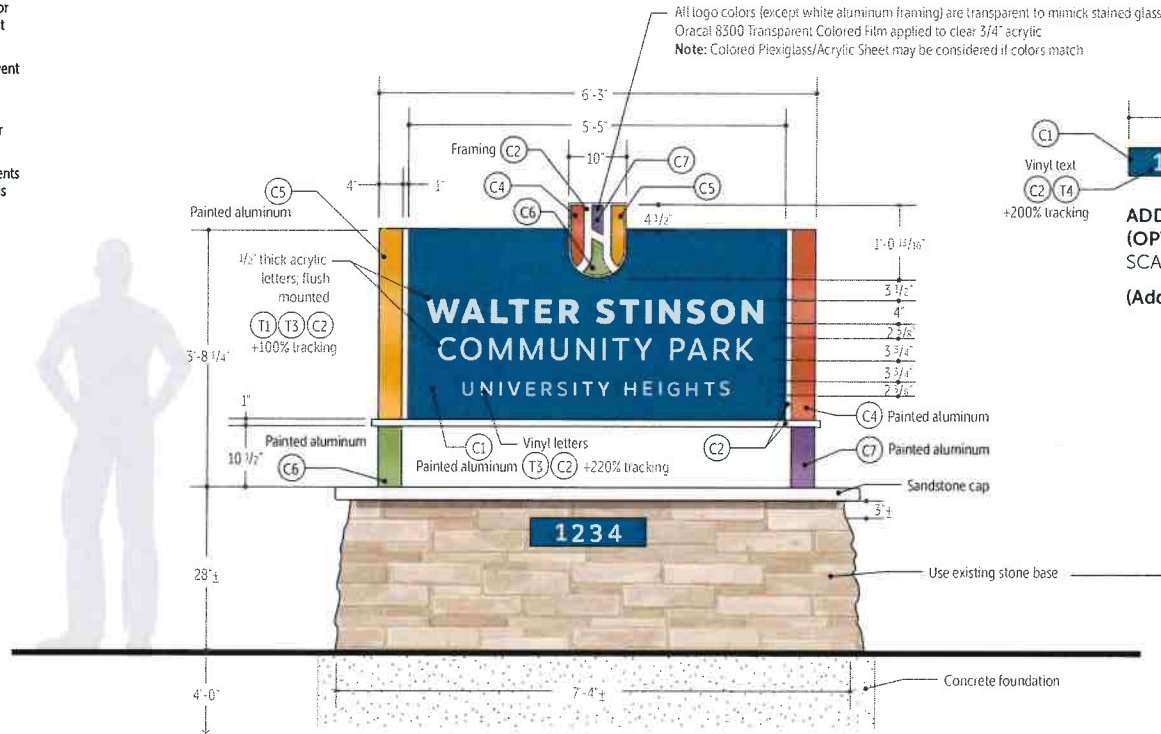
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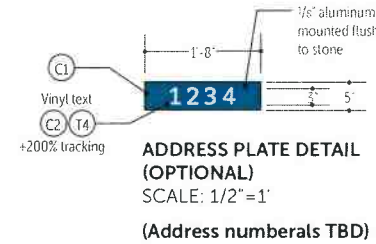
TOP VIEW
SCALE: 1/2"=1'



BACK VIEW
SCALE: 1/4"=1'



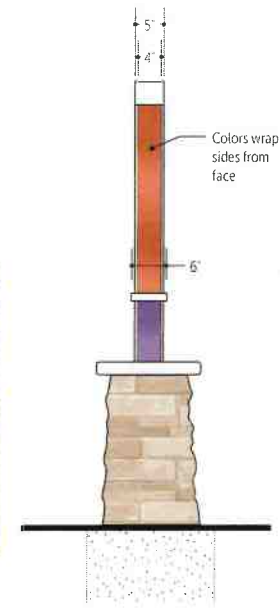
PRIMARY GATEWAY
SCALE: 1/2"=1'



ADDRESS PLATE DETAIL (OPTIONAL)
SCALE: 1/2"=1'
(Address numerals TBD)



EXISTING COMMUNITY PARK SIGN



SIDE VIEW
SCALE: 1/2"=1'

date 08.13.21



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guidestudio.com

contact

pm G. Gerken
design K. Fromet

project CUH1595

City of University Heights
Priority 1 Signage

phase 2

Community Park ID
Sign Type C2

revision 3

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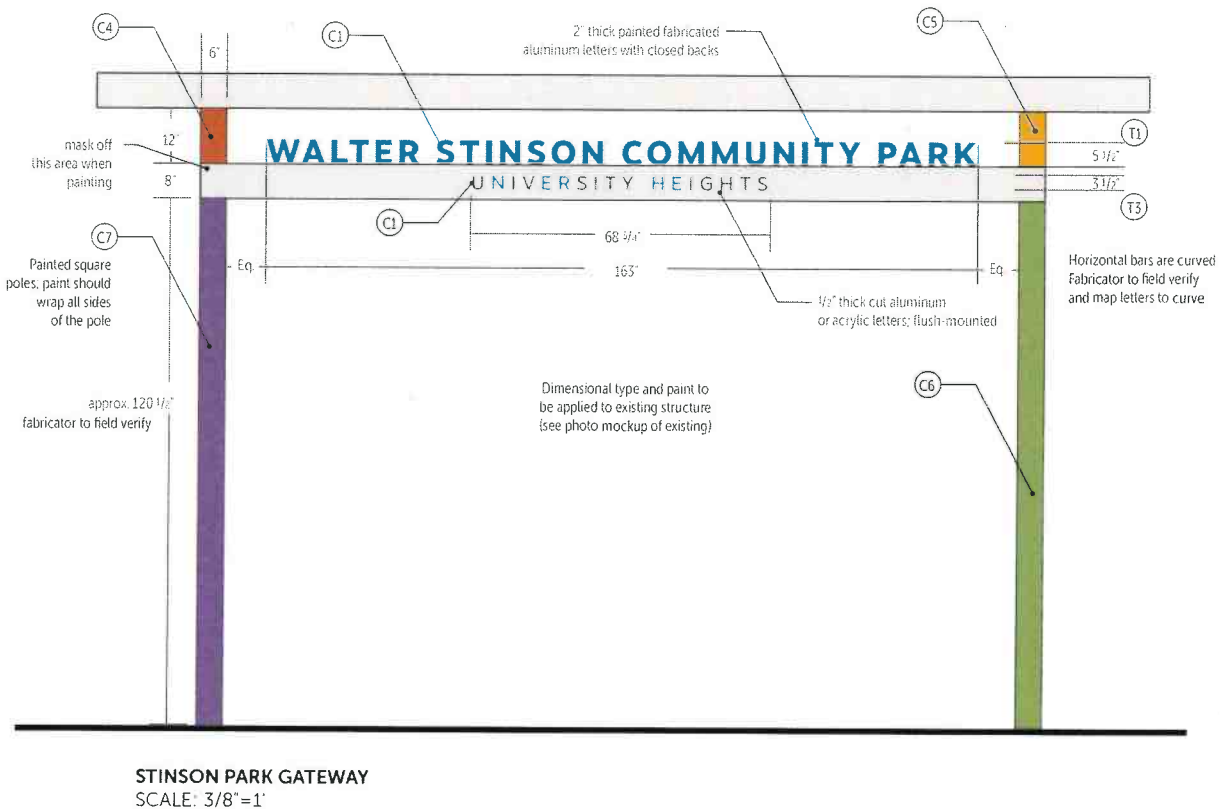
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EXISTING STRUCTURE



PHOTO MOCKUP

date 08.13.21

contact

project CUH1595

phase 2

revision 3

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design K. Fromet

City of University Heights
Priority 1 Signage

Stinson Gateway
Sign Type C4 / Fenwick Entrance

8

ORDINANCE 2021-16

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE ADOPTING THE CITY OF UNIVERSITY HEIGHTS EMPLOYEE POLICIES AND PROCEDURES MANUAL, AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a review of employee policies and procedures manual, has updated various policies, and created an Employee Policies and Procedures Manual governing conduct, policies and procedures for all City employees;

WHEREAS, to the extent there is any conflict between the terms and provisions of the Employee Policies and Procedures Manual and any collective bargaining agreement entered into between the City and members of the bargaining unit, the collective bargaining unit shall control; and

WHEREAS, the Employee Policies and Procedures Manual is intended both to create uniformity of policy amongst City employees and to work in concert with applicable collective bargaining agreements;

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

Section 1: City Council hereby adopts the City of University Heights Employee Policies and Procedures Manual, as set forth in the proposal attached hereto as Exhibit A, which is incorporated herein by reference as if fully rewritten.

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

Section 3: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, so that the City can enact and implement updated policies and procedures as soon as possible; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

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

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT AGREEMENT made this ___ day of August, 2021, between the City of University Height, Ohio (“CUH”), by and through its Law Director, Luke McConville, hereinafter referred to as “Client,” and **ISAAC WILES & BURKHOLDER, LLC**, Two Miranova Place, Suite 700, Columbus, Ohio 43215, (614) 221-2121, hereinafter referred to as “Attorneys.”

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. **PURPOSE OF REPRESENTATION.** Client hereby retains and employs Attorneys to represent CUH in the matters raised by *City of University Heights v. University Realty USA, LLC, et al*, Case No. CV 21 948437, filed in the Cuyahoga Court of Common Pleas.
2. **ATTORNEYS’ FEES.** In consideration of the services rendered and to be rendered by Attorneys, the Client hereby agrees to pay Attorneys at the rate of \$295.00 per hour for all attorneys, \$125 per hour for paralegals and for law clerks, plus expenses.
3. **EXPENSES.** All reasonable expenses incurred by Attorneys in the handling of this representation shall be billed to the Client. Such expenses include, without limitation, any and all monies required to be advanced on behalf of the client, travel, parking, lodging, etc.
4. **PARTIES BOUND.** This agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
5. **AGREEMENTS SUPERSEDED.** Any agreements intended to supersede this written contract shall be in writing.

6. **PAYMENT ON ACCOUNT.** Client understands that all accounts are due when billed.
7. For purposes of Chapter 145 of the Ohio Revised Code, any individual employed by Attorneys who provides personal services to Client is not a public employee.

City of University Heights

Dated: _____

By: _____
Luke McConville, Law Director

ISAAC WILES & BURKHOLDER, LLC

Dated: _____

By: _____
Mark Landes

Attested

By: _____



Mark Landes
Managing Partner

Phone: 614.221.2121
Direct Line: 614.220.5149
Fax: 614.365.9516
Email: mlandes@isaacwiles.com



Assistant
Jaclyn Slusser
614.340.7438
jslusser@isaacwiles.com

MARTINDALE-HUBBELL
AV-RATED
TOP LAWYERS

BEST
LAWYERS
Recognized by Best Lawyers®

SUPER
LAWYERS
Rated by Super Lawyers

About Mark Landes

A brief scan of Mark Landes' illustrious career accomplishments reveals why no case can intimidate him. He was a prosecutor for a US cavalry unit stationed along the Iron Curtain, and served as a civil litigator at The Pentagon.

More recently, Mark earned an \$11.2 million jury verdict for a developer, and represents 65 Ohio counties and 110 school districts and other government entities and businesses.

His appointments are impressive as well, as he was named special master for the U.S. District Court, and serves as Special Counsel for the Ohio Attorney General for some of their most challenging cases. Mark is also on the Drafting Committee of the Ohio Jury Instructions for employment discrimination cases.

Mark is Managing Partner of Isaac Wiles and Co-chair of the Public Law practice group.

Services

1. [Labor & Employment](#)
2. [Litigation](#)
3. [Public Law](#)

Industries

1. [Education](#)
2. [Public Sector](#)
3. [Transportation](#)

Education & Admissions

Education

The Ohio State University, J.D., 1982
Johns Hopkins University, B.A., 1978

Bar & Court Admissions

Ohio
U.S. District Courts, Southern and Northern Districts of Ohio
U.S. Court of Appeals, Sixth and Ninth Circuits
U.S. Supreme Court
U.S. Court of Military Appeals
U.S. Army Court of Military Review

Case Studies

Independent Stave Company v. Bethel, et al.

Practice Area: Employment and labor

Date: Jan 29, 2016

Outcome: Happy Client

Description: Former employer tried and failed to use non-compete to stop client from working.

Aetna Better Health, Inc. vs. Ohio Dept. of Job & Family Services

Practice Area: Contracts / Agreements

Date: Aug 16, 2012

Outcome: Decision for client

Description: Contract dispute.

Aquino v. Honda of America, Inc., et al., 158 Fed. App'x. 667

Practice Area: Constitutional

Date: Nov 01, 2005

Outcome: Judgment affirmed.

Description: I successfully argued this case before the 6th Circuit Court of Appeals in Cincinnati, Ohio preserving judgment in favor of our client, a County Sheriff's Department. The issue was whether a Sheriff's deputy's interview and search of an employee of Honda suspected of vandalism on the job was constitutional or whether it was an illegal search and seizure. It was not and the deputy was vindicated.

Spangler v. Wenninger

Practice Area: Civil Rights

Outcome: Verdict for Plaintiff in amount of \$30,000.00

Description: In the search for the body of a young girl, cadaver dogs hit on the floor of a garage, and continued to hit as the floor was broken up and dug out down to bedrock. Nothing was found, and the hole left behind to fill with water. Plaintiff claimed client

Sheriff caused hundreds of thousands of dollars damage to the equipment taken out of the garage and left outside, as well as damage to the garage.

Zammit v. Society National Bank

Practice Area: Litigation

Outcome: Happy Client

Description: Lender liability suit over development of downtown condominiums disrupted by failure to fund.

Roberts v. Mahoning County

Practice Area: Litigation

Outcome: Happy Client

Description: Class action of inmates concerning conditions of confinement.

Kennedy v. Muskingum County

Practice Area: Litigation

Outcome: Happy Client

Description: Nine week trial on discrimination claimed by 58 individuals in the providing of water service.

Precise Electric v. Hocking College, The Arbitration Tribunals of the American Arbitration Association

Practice Area: Litigation

Outcome: Happy Client

Description: Construction arbitration for delays caused by owner and general contractor.

Danbert v. Hilliard

Practice Area: Litigation

Outcome: Happy Client

Description: Contractor sued City and County for damages due to delays in street excavation. Settled at close of Plaintiff's case.

State ex rel., Beacon Journal v. Medina County

Practice Area: Litigation

Outcome: Happy Client

Description: Established law protecting grand jury information from disclosure.

State ex rel., Toledo Blade v. Seneca County

Practice Area: Litigation

Outcome: Happy Client

Description: Established law on the duty to preserve electronic records.

State ex rel., Cook v. Seneca County

Practice Area: Litigation

Outcome: Happy Client

Description: Preliminary injunction hearing. Defended power of Commissioners to proceed toward demolition of 1884 Courthouse. Won, and won on appeal.

State ex rel., Oriana House, Inc. v. Montgomery

Practice Area: Litigation

Outcome: Happy Client

Description: Established law on public records responsibilities of private contractors.

Oriana House, Inc. v. Montgomery

Practice Area: Litigation

Outcome: Happy Client

Description: 10th District Court of Appeals. Represented Auditor of State to establish authority to audit expenditures of a private contractor.

Albrecht v. Treon

Practice Area: Litigation

Outcome: Happy Client

Description: Argument regarding class action. Plaintiffs claimed that coroner's practice of retaining brains and other organs was a taking of property without due process. Won argument saving an estimated \$90 million for local governments.

Spingola v. Village of Granville

Practice Area: Litigation

Outcome: Happy Client

Description: Preacher sues for right to show aborted fetus poster during downtown festival. Arrested for disorderly conduct.

Austin v. Wilkinson

Practice Area: Litigation

Outcome: Happy Client

Description: Class action against Ohio State Penitentiary, the Supermax Prison. Four day trial, multiple additional hearings.

Mathis v. Pickering

Practice Area: Litigation

Outcome: Happy Client

Description: Officer arrested spectator at muscle-car street event for failure to dispose and excessive force. Defense verdict.

Mathews v. Reynoldsburg

Practice Area: Litigation

Outcome: Happy Client

Description: Officer shot and killed 14 year-old boy while boy was joyriding. Defense verdict.

State, ex rel., Ohio Roundtable v. Taft

Practice Area: Litigation

Outcome: Happy Client

Description: Association of business leaders and ministers sued state to stop Ohio's involvement in Mega Millions Lottery. Claimed Ohio Constitutional violations. Verdict for client Ohio resulting in \$40 million per year in revenues.

Overturf v. Madden

Practice Area: Litigation

Outcome: Happy Client

Description: Plaintiff clients, three sisters, alleged sexual abuse by Uncle at Grandmother's house. One sister alleged over 150 incidents, but had intact hymen. Verdict for clients for \$180,000.00 against both Uncle and Grandmother.

Mill Valley v. Embanque

Practice Area: Litigation

Outcome: Happy Client

Description: Plaintiff client-developer, sues lender for failing to provide funding to complete development. Verdict for client for \$11.2 million.

Scheiderer v. City of London & Madison County Prosecutor

Practice Area: Litigation

Outcome: Happy Client

Description: Plaintiff (private detective) sued City and Madison County Prosecutor (client) for breach of contract and defamation from Plaintiff's investigation of City Police. Forced dismissal after close of Plaintiff's case.

Grassbaugh v. Northern Neck Transfer

Practice Area: Litigation

Outcome: Happy Client

Description: Client trailer pulled out of truck stop in front of attorney (Plaintiff), resulting in wrist fracture and claimed head and eye injury. \$3.2 million claimed damages. Defense verdict for client.

State v. Reel

Practice Area: Litigation

Outcome: Happy Client

Description: Client Deputy Sheriff went through stop sign and struck and killed two. Claimed brake failure. Indicted for aggravated vehicular homicide. After three days of trial, offered no contest to stop sign violation.

Reece v. Miami County Municipal Court & Miami County Common Pleas Court

Practice Area: Litigation

Outcome: Happy Client

Description: After maternity leave Court Reporter fired by client judge. Judge died before trial. Verdict for Plt. for \$15,000.00, overturned on appeal.

Wyant v. Hogue

Practice Area: Litigation

Outcome: Happy Client

Description: Claimed rear-end collision at high speed. \$27,000.00 in damages claimed. Verdict for \$504.00 against client.

North v. McCowan

Practice Area: Litigation

Outcome: Happy Client

Description: Australian woman thrown from horse provided by client. Claim that client knew horse was dangerous. Defense verdict for client.

Thomas v. Karnes

Practice Area: Litigation

Outcome: Happy Client

Description: Restraining order obtained to protect retired detective's business from retaliation for filing to run against Sheriff.

Articles & Presentations

Articles

Employment Discrimination and Retaliation Instructions, Ohio Jury Instructions

1. [Mark Landes Talks with WTVN 610 Radio About Ohio H.B. 253 and H.B. 248](#)
2. [Is it a HIPAA Violation For Your Employer to Ask About Your Vaccination Status?](#)
3. [What are the legal issues surrounding "Vaccine Passports"? Interview with 10TV News](#)
4. [What is the Reasonable Use of Force Against the Mentally Ill?](#)
5. [Pregnancy Discrimination covers more than pregnancy, says EEOC](#)
6. [Prisoner's right to contact family does not give claim for denial of overseas calls](#)
7. [Anthony Sowell's victim strikes out in court; lessons for law enforcement follow](#)
8. [School Treasurer blows budget; tells Board, gets fired. Court says can sue for retaliation](#)
9. [Judge chases Public Defender out of town; no lawsuit](#)
10. [TASER on arrestee who is neither helpful nor resisting: no immunity](#)

Presentations

SORSA Annual Membership Meeting: ML's topic: Millennial Jurors, September 2017

"Supervisors Say the Darndest Things," CORMA 2017 Public Sector Risk Management Seminars, August 2017

Willis Pooling Symposium: ML's topic: "Emerging Claim and Litigation Managing Your Legal Fees," Scottsdale, Arizona, April 2017

CORSA Annual Agents Meeting: ML's topic: "Ohio Stop Gap Liability," October 2015

Pickaway County Board of Developmental Disabilities: ML's topic: "Sunshine Law," August 2015

Ohio Transit Risk Pool: ML's topic: "ADA Obligations for Bus Drivers," August 2015

Ohio Transit Risk Pool: ML's topic: "Open Records for OTRP Risk Managers and Human Resource Personnel – Sunshine Law," February 2015

OACTA Annual Meeting: ML's topic: "Developments and Abuses in E-Discovery and Where are the Changes?" November 2014

Willis Pooling Symposium: ML's topic: "Emerging Claim and Litigation Managing Your Legal Fees," Squaw Valley, California,

September 2014

CORMA-Public Sector Safety/Risk Management Seminar: ML's topic: "Dealing with Problem Employees;" May 2014

Willis Pooling Symposium: ML's topic: "Emerging Claim and Litigation Managing Your Legal Fees;" Washington, D.C., October 2013

CBA Bench/Bar Retreat – Masters Series: ML's topic: "Masters Series: Lawyers in Literature and Cinema;" September 2013

SORSA Annual Membership Meeting: ML's topic: "Emerging Liability Trends;" September 2013

OSBA School Law Webcast (for Ohio School Boards Assn.): ML's topic: "Access to Students and Records: Custody, Divorce, Abuse and Neglect;" June 2013

OSBA Sports Law Workshop (for Ohio School Boards Assn.): ML's topic: "Cyberlaw and Athletic Discipline;" June 2010

Legal Update for Public Employers, Annual Seminar, 2010

Cyberlaw and Athletic Discipline, OSBA Sports Law Workshop, 2010

The Written Agreement: Incorporating Novel Solutions, The Advocate in

Mediation: Basic & Higher Level Concepts, 2009

Electronic and Student Records, OSBA Spring Seminar, 2009

Attack of the Killer Trees and Other Tales From the Courthouse, Ohio Tree Care Conference, 2009

Essential Aspects of Sunshine Law, Commissioners' Training Session, 2009

Ethics in E-Discovery, Ethics, Professionalism & Substance Abuse, 2008

Professional & Community Activities

Professional

Ohio State Bar Association (Past Chair, Federal Courts Committee)

Columbus Bar Association (Past Chair, Labor and Employment Committee)

Federal Bar Association (Twice Past President, Columbus Chapter)

Solicitor, Village of Ashville

General Counsel, Ohio Transit Risk Pool

Community

Board Member, Legatus

Experience

United States Military

- Judge Advocate, United States Army Reserve. As the former Chief of Training, 9th Legal Services Organization, advised the command and its soldiers on all legal issues. Assumed responsibility for all operations and training within a JAG unit. Retired as Lieutenant Colonel.
- Civil Litigation Attorney, Department of the Army—nominated and competitively selected as a member of the Army Litigation Division. Represented the Departments of Defense and Army in all aspects of sensitive civil litigation, including constitutional challenges to personnel policies. Wrote briefs filed in federal courts throughout the country. Edited briefs of Defense and Justice Department litigators, 1985-87
- Trial Counsel, Fulda, Germany—served as military equivalent of district attorney for a community of 15,000 located on the Iron Curtain. Tried over 60 cases, including those involving murderers and spies, 1983-85
- Legal Assistance Attorney, Frankfurt, Germany—acted as a general practitioner to community of 70,000, providing legal counsel to clients on estate, domestic, landlord-tenant, consumer, and tax law. Drafted approximately 300 separation agreements, 200 wills, and numerous advocacy letters, 1982-83

Appointed Positions

- Special Master, United States District Court for the Southern District of Ohio. Appointed by federal judge in *Martin v. Taft* to resolve a dispute over \$655 million of funding per year for services for mentally retarded and developmentally disabled individuals in Ohio.
- Special Monitor, United States District Court for the Southern District of Ohio. Appointed by federal judge for *Value Behavioral Health v. State of Ohio* to review contracting process for multi-million dollar public contract.
- Mediator, Appointed by federal and state courts to mediate all types of disputes. Frequently retained by private parties to mediate resolutions of litigated and pre-suit matters, including employment, business, and personal injury matters.

Bar Associations

- Past President, Federal Bar Association, Columbus Chapter (two tours)
- Past Chair, Labor and Employment Committee, Columbus Bar Association
- Past Chair, Federal Courts Committee, Ohio State Bar Association
- Select Member, Jury Instructions Committee, Ohio State Bar Association
- Select Member, Judicial Screening Committee, Columbus Bar Association, 2009-11

Teaching Positions

- Adjunct Assistant Professor, The Ohio State University, College of Law—Legal Writing, 1991-92

Other Positions

- Member, Ohio Jury Instructions Drafting Committee, Ohio Judicial College. Selected by the Ohio Supreme Court to serve as special member on a committee of judges to draft pattern jury instructions for jury trials involving employment litigation. Jury instructions and their commentaries are known as authoritative among Ohio judges and lawyers.
- Author, *Jury Verdict Reports*, United States District Court for the Southern District of Ohio. With the cooperation of the Court and the Federal Bar Association, Columbus Chapter, chronicle each jury verdict from the federal courthouse in Columbus.
- Legal Counsel, County Engineers Association of Ohio—counsel to the Association to advise on legal liability and give opinions concerning safety, contracting and personnel issues, 1993-94
- Member, Ohio State Dental Board, 2003-2006. Member of the regulatory body over the dentists of Ohio, considering licensing, discipline and availability of services.

Outside Activities

- President, City Council of London, Ohio, 1981-1982. Elected head of the legislative body of county seat of 7,000. Drafted \$3 million budget; organized passage of a tax renewal
- Editor-in-Chief, *Johns Hopkins University Magazine*, 1978
- Aide, United States Senator Robert Taft, Jr., 1976
- Clerk, Supreme Court of Ohio Law Library, 1975

Honors

- The American Lawyer, 2021 Top Rated Litigator
- Ohio Super Lawyers®, 2006-2021
- Ohio Super Lawyers®, "Top 50: 2018 Columbus Super Lawyers"
- The Best Lawyers in America®, Litigation – First Amendment; Litigation – Labor and Employment; Litigation – Municipal, 2009-2021
- The Best Lawyers in America® Columbus, Ohio "Lawyer of the Year", 2020

AV – Preeminent Peer Review Rating from Martindale-Hubbell
Named a Central Ohio Lawyer of the Year, 2013
Co-Lead counsel in Multi-District Litigation for class action.



Donald Brey Partner

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Assistant

Rosemary Cullison

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About Donald Brey

Don brings over forty years of experience advising and representing clients in the areas of litigation and administrative law, ethics, and campaign and election law. He is frequently sought out to advise and represent judges, lawyers and those who deal with the government on how to meet their ethical and legal duties, including defending clients against claims that they have failed to do so.

Don appears routinely on behalf of his clients before the Ohio Elections Commission, the Ohio Ethics Commission, the Inspector General's office, and the Joint Legislative Ethics Commission. He also handles cases before the Ohio Supreme Court's Board of Ethics and Grievances, the Disciplinary Counsel and bar association Certified Grievance Committees. He is a well-respected counselor in the area of ethics and professional responsibility and has been recognized by Best Lawyers in America® as one of the top lawyers in the administrative and litigation practices.

His administration law and litigation practice has been wide and varies from business disputes, licensing matters and election contents to First Amendment and other constitutional disputes, extraordinary writ actions and Appellate and Supreme Court cases.

Don frequently advises and represents religious and other non-profit organizations on a wide variety of issues. He advises office holders, candidates and other politically active individuals and organizations on campaign finance law compliance issues regarding appropriate fundraising and spending, candidate filings, as well as avoiding or defending slander or libel charges during a campaign. Don has perennially been recognized as an Ohio Super Lawyer in the area of Political Law for his work in this area.

Services

1. [Campaign and Election Law](#)
2. [Ethics and Professional Liability](#)
3. [Litigation](#)
4. [Public Law](#)

Education & Admissions

Education

Yale Law School, J.D.
Ohio Wesleyan University, B.A., summa cum laude, 1977

Bar & Court Admissions

Ohio, 1981
Ohio 6th Circuit Court of Appeals
Northern District of Ohio
Southern District of Ohio
U.S. Supreme Court

Professional & Community Activities

Professional

Ohio Bar Association
Columbus Bar Association
Federalist Society

Community

Coming Home Network International (Board Member)
Jubilee Museum (Board Member)
Center of Care (Board Member)
Knights of Malta

Honors

AV Peer Review Rating, Martindale Hubbell
Ohio Super Lawyers® (2004-present)
The Best Lawyers in America® (2007 -present)
Lawyer of The Year, The Best Lawyers in America® (2012, 2019) (Administrative Law; Litigation – First Amendment)



Brian M. Zets Partner

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Fax: 614.365.9516
Email: bzets@isaacwiles.com



Paralegal

Kelli Lady
614-340-7451
klady@isaacwiles.com

AVVO RATING
EXCELLENT

SUPER
LAWYERS
Rated by Super Lawyers

About Brian M. Zets

Brian serves as the Chair of the Automotive/Motorsport Practice Group and Chair of the Public Law Practice Group. In his personal and professional life, Brian has a passion for all things automotive and motorsport. Whether it's classic muscle or collector cars, the NHRA, corporate sponsorship, or the companies that supply aftermarket high-performance parts, like JEGS Automotive, Brian is an enthusiast and understands the industry. Brian has experience with drafting contracts, sponsorship agreements, and employment agreements. He also represents these clients in complex litigation and helps them navigate thru regulatory matters across the country.

In 2016, as Ohio became the next state to legalize medical marijuana, Brian began watching the rules develop and followed closely as the Medical Marijuana Control Program came into focus. He has spoken many times to various groups about all aspects of medical marijuana – from zoning issues to employment matters to licensure. Being at the forefront of this growing industry, Brian has the experience and knowledge necessary to help his numerous cultivator and dispensary clients succeed in the industry. Whether it is actual litigation or administrative hearings, Brian provides trusted advice and representation to the medical marijuana industry. His client secured a provisional cultivator license after filing a lawsuit against the Department of Commerce. And, Brian successfully argued an administrative appeal that resulted in his client being awarded a provisional dispensary license.

When not helping his private sector clients be successful, Brian works equally as hard in the public sector. He serves as Law Director for the City of Pataskala, Legal Advisor for two townships – Washington Township and Orange Township, and as Solicitor for a number of municipalities, including the Villages of Shawnee Hills, Greenfield, Thurston, Kirkersville, Thornville, Buckeye Lake, Glenford, Brice, South Salem, and Bremen. And, he has been retained as special counsel by the Cities of Upper Arlington, Gahanna, Groveport, Newark, and Sandusky. Brian has skillfully handled, and often lectures on, legal matters in the areas of municipal contracts, water and sanitary sewer agreements, zoning and land use, annexation, eminent domain, public meetings and public records law, administrative appeals, Mayor's Court and municipal court prosecution, police liability, as well as Section 1983 and state tort litigation.

Services

1. [Labor & Employment](#)
2. [Litigation](#)
3. [Public Law](#)

Industries

1. [Public Sector](#)

Education & Admissions

Education

The University of Toledo College of Law, J.D., 1996
The Ohio State University, B.A., Political Science, 1993

Bar & Court Admissions

Ohio, 1996
U.S. District Court, Northern and Southern Districts of Ohio, 1996
U.S. Court of Appeals, Sixth Circuit, 1997

Articles & Presentations

Articles

- "Township Cemetery Law: What You Are Dying to Know," *Ohio Township News*, September/October 2018
- "Summertime Hiring – Be Careful of These Pitfalls," *Ohio Township News*, May/June 2018
- "What State's Medical Marijuana Law Means for Ohio Employers," *Columbus Business First*, February 2017
- "Ohio's Medical Marijuana Law," *Ohio Township News*, November/December 2016
- "Pre-Suit Mediation: An Often Overlooked Risk Management Tool," *Public Risk Magazine*, February 2009
- "The Ohio Supreme Court Agrees with Employers: Trade Secrets, Including Client Lists, Cannot Be Memorized and Used by Former Employees," *Courting Success*, Spring 2008
- "Wallace v. Kato: The Supreme Court Invites Even More Federal Lawsuits Against your Municipality and Police Officers," *Public Risk Magazine*, March 2007
- "To Enjoin or Not to Enjoin: The Supreme Court Will Decide," *E-Currents*, 2006
- "Tort Law Update," *Cities and Villages: Journal of the Ohio Municipal League* January/February 2005

1. [If It's Part of the Sidewalk, You Are Immune](#)
2. [Social Distancing and the Open Meetings Act, Can They Co-Exist?](#)
3. [The Motion Matters – What is an Acceptable Purpose Under R.C. 121.22\(G\)\(1\)?](#)
4. [Watch What You Say; Statements Made After County Terminated Employee, Are NOT Immune from Liability](#)
5. [Chalking Tires Determined to be an Unreasonable Search](#)

6. [New Year, New Council; Same Old Executive Session Mistakes](#)
7. [New Credit Card Rules for Political Subdivisions](#)
8. [On-line Retail Sales Have Changed Forever](#)
9. [Knock-and-Announce Violation Does Not Mean Evidence is Excluded](#)
10. [Medical Marijuana Cultivator License List Sparks Lawsuit](#)

Presentations

- "The Ethical Public Official," Mayors Association of Ohio Conference, June 2019
- "Use of Competitive Bidding to Buy or Sell Township Property," Ohio Township Association, Winter Conference, February 2019
- "Ohio Township Cemetery Law," Ohio Township Association, Winter Conference, February 2019
- "Use of Competitive Bidding to Buy or Sell Township Property," Ohio Township Law Directors CLE, December 14, 2018
- "The Fourth Amendment – Arrest and Search/Seizure," 2018 New Albany/Gahanna Citizens' Police Academy, January 31, 2018
- "Medical Marijuana Law Update," 2017 Delaware County Township Trustee Training, November 18, 2017
- "Understanding Medical Marijuana in Ohio and the Effects on Commercial Real Estate," Co-presenter, NAIOP Central Ohio Chapter luncheon, August 9, 2017
- "Case Law Update," OMAA Spring CLE Conference, March 2017
- "The Fourth Amendment – Arrest, Search/Seizure, Use Of Force," 2017 New Albany Citizens Police Academy
- "Dazed and Confused, Understanding Medical Marijuana," Ohio Township Association Winter Conference, 2017
- "Medical Marijuana in Your Township," Ohio Township Association Law Directors CLE, December 2016
- "Use of Executive Session," Ohio Township Association Law Director's Group Meeting & CLE, 2015
- "Social Media for Public Entities," Municipal Civil Law Institute, 2013
- "End of Life Issues: Presentation on Living Wills and Powers of Attorney," Church of the Resurrection, 2008

Professional & Community Activities

Professional

- Ohio State Bar Association – Young Lawyers Committee Board of Governors (1997 – 1999); Labor and Employment Law Section; Litigation Section
- Columbus Bar Association – Admissions Committee, Federal Court Committee, Labor and Employment Law Committee
- Licking County Bar Association
- Public Risk Management Association – Ohio Chapter Member
- Ohio Municipal Attorneys Association
- Ohio Township Association

Community

- Strait Farm Homeowners Association, Board of Trustees, President, 2017-present
- City of New Albany Cemetery Restoration Advisory Committee, Chair (2016 – Present)
- Village of New Albany Board of Tax Appeals (2007–Present)
- Pelotonia Bike Tour, benefiting The James Cancer Hospital and Solove Research Institute, Lead Volunteer in City of Athens, 2009, 2010, 2011; Bike Volunteer in Gambier, Ohio (2012 and 2013)
- Nationwide Children's Hospital Development Board (2010 & 2011)
- New Albany Chamber of Commerce, Board of Trustees (2005 – 2007, 2010 and 2011); 2010 Chairman – Board of Trustees; 2007 Vice Chair & Legal Advisor; 2006 Executive Recorder & Legal Advisor; 2005 Golf Classic Chair
- Village of New Albany, Charter Review Commission (2008–2009)
- OSBA Ohio Mock Trial Program State Competition, Judge (2003–2005, 2009)
- Adventures for Wish Kids, Miracles& Magic Committee Chair (2007 & 2008)
- New Albany Community Foundation, Advancement Committee Member (2005–2007)
- Komen Columbus Race for the Cure, Event Volunteer (2000–2005)
- Muscular Dystrophy Association, MDA Telethon Volunteer (1998 – 2001)

Honors

AVVO Rating – Excellent

Ohio Super Lawyers®, 2015-2021 State, Local, and Municipal

Ohio Super Lawyers® Rising Stars, 2009-2011 Government, Cities, Municipalities

August 17, 2021

NORLSON INC.

CITY OF UNIVERSITY HEIGHTS

AUDIO FOR COUNCIL CHAMBERS

TC QUOTE #QR21-4496

SCOPE OF WORK

Based on our discussions with you, we have recommended the following approach to meet the functional needs and basic requirements defined for the project, as follows:

- **Sound System**

Twelve new wired gooseneck mics will be installed at the dais table locations. A wireless handheld mic will also be supplied for portable use. A charger is included for this mic (rechargeable batteries not included) so it will always remain charged and ready to go.

A total of 6 new speakers will be ceiling mounted to evenly cover the gallery area. Two surface mount speakers will also be included (exact placement TBD) for coverage of the dais area. A Digital Signal Processor (DSP) will be installed to allow management of all audio signals, including independent outputs for speakers, OFE recording, and live streaming. DSP will be professionally programmed and configured to maximize volume and clarity while minimizing feedback in the room.

All equipment will be placed in a rolling wood rack, with choice of finish, for portability. A rack panel will be supplied so that wired mics and speakers may be easily disconnected and reconnected as necessary. A surge elimination power strip is included in this rack to protect against power surges.

An option is included for an ADA compliant assistive listening system for hearing impaired individuals. This includes all equipment necessary as well as signage for your venue to let people know you have this available.



CUSTOM DISCONNECT PANEL



PORTABLE RACK (SHOWN IN BLACK)

PROPOSED INSTALLATION COSTS

Probable costs for the audiovisual systems are as follows:

Description	Price
Sound System	
Speakers, DSP, new mics, rack, installation, configuration, etc...	
Sound System Subtotal	\$14,392.84
Assistive Listening	
ADA Compliant assistive listening system	
Assistive Listening Option Subtotal (add)	+\$1,378.53

- This cost estimate includes the provision of equipment, hardware, cable, connectors, etc., and all engineering, project management, field installation, labor, and estimated shipping costs necessary to provide complete and operating systems as described above.
- Any permits or inspection fees required by the locality where the installation is to take place will be billed to you separately.
- Any additional liability insurance coverage required over and above our standard limits of liability will be billed to you separately.
- This preliminary cost estimate is good for a period of 30 days from date of issue.
- Factory warranty is honored on all newly installed equipment unless specifically noted. For the first full year after substantial system completion, this warranty will include support by an onsite technician (longer if specified by the manufacturer).

ASSUMPTIONS

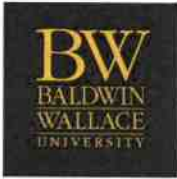
The following assumptions were made in the preparation of this proposal:

- All equipment not mounted to the ceiling or wall will be mounted in an OFE cabinet in the room, except as noted.
- A clear pathway exists from each wall plate or piece of equipment into the wall or ceiling, above or below, as required. No core drilling, trenching, or surface mount raceway is required.
- Adequate, clean 120VAC power will be furnished by others, and contracted by owner, at locations requiring power (i.e. equipment rack location).
- All rooms will be open and available from 8 am – 6 pm for installation.
- Free parking is available at the jobsite at a location that will facilitate loading/unloading equipment and tools necessary for installation.
- There are no obstructions above the mounting location of speakers which would prevent their installation.
- All OFE equipment and wiring to be repurposed is in proper working order, as determined by the onsite field engineer. Any issues will be reported to owner immediately.

CORE COMPONENTS

The following Core Components were used in the preparation of this proposal:

<u>Line #</u>	<u>Qty</u>	<u>Description</u>	<u>Make</u>	<u>Model #</u>
1	1	12x8 Digital Signal Processor w/ AEC	Biamp	AVB CI
2	1	4 Input expander, AVB	Biamp	EX-IN
3	12	Base only	Audio-Technica	AT8699
4	12	Gooseneck only, 18"	JTS	GM-5218
5	1	Wireless handheld mic	Audio-Technica	ATW-2120bl
	1	Dual bay charger for 2000 series mics		ATW-CHG2
6	1	Digital Audio Recorder	Olympus	DS9000
7	6	4" 2 Way ceiling speaker, 70V	Atlas	FAP42T
8	2	4" 2 Way speaker w/ bracket, black	Desono	MASK4CT-BL
9	1	120W x 2 channel power amplifier, 70V	Biamp	REVAMP2120T
10	1	12U Mobile equipment rack w/ large wheels. Choice of finish	AVFI	RACK-12
11	1	8 Outlet rack mount surge elimination power strip	SurgeX	SX-DS-158
12	1	1U Blank rack panel	Middle-Atlantic	EB1
13	1	Custom rack panel w/ disconnects for mics and speakers	PanelCrafters	T44718-WQ623486
14	1	Optional Assistive Listening System base package, Wi-Fi/RF	Listen	LCS-120-01



Community Research Institute

**Contract for services to be provided by the
Baldwin Wallace University Community Research Institute
to the City of University Heights, Ohio**

Project: Conduct a mailed paper survey of University Heights residents to gather data concerning perceptions and priorities for sanitation services. The survey would be mailed to approximately 4,500 households and posted as a weblink on the University Heights website. The goal will be to collect 400 survey responses to be analyzed in a report presented to the Service and Utilities Committee of the University Heights City Council.

Timeline: 6-8 weeks

Budget:

Survey management, data analysis, report development:	\$1,000
Print, collate, stamp and send 4,500 one-page surveys with Stamped, self-addressed envelopes	\$1,250
Postage cost (using City indicia for mailing) 4,500 x \$0.19 x 2	\$1,710
Survey data entry:	\$900
Overhead	<u>\$500</u>
Total	\$5,360

The following representatives, by dated signature, agree to the terms of service as set forth in this contract. Changes to the contract must be by mutual agreement of the Baldwin Wallace University Community Research Institute and the City of University Heights. Payment for services will be invoiced within 30 days of delivery of the final survey report by the BW CRI to the City of University Heights, Ohio.

Baldwin Wallace University
Community Research Institute

City of University Heights, Ohio

(Signature) (Date)

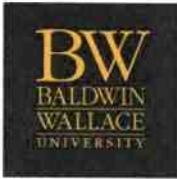
Thomas C. Sutton
Director, BW Community Research Institute
BW Tax ID #: 18-305326

(Signature) (Date)

Michael Dylan Brennan
Mayor, City of University Heights

Contact:

Tom Sutton, Ph.D.
Director, Community Research Institute
Baldwin Wallace University
tsutton@bw.edu
440-826-2460



Community Research Institute

**Contract for services to be provided by the
Baldwin Wallace University Community Research Institute
to the City of University Heights, Ohio**

Project: Work with the City Council and Mayor of University Heights, Ohio to design a mailed paper survey of University Heights residents to gather data concerning perceptions and priorities for sanitation services.

Cost for services: \$500.00

The following representatives, by dated signature, agree to the terms of service as set forth in this contract. Changes to the contract must be by mutual agreement of the Baldwin Wallace University Community Research Institute and the City of University Heights. Payment for services will be invoiced within 30 days of delivery of the final survey design by the BW CRI to the City of University Heights, Ohio.

Baldwin Wallace University
Community Research Institute

City of University Heights, Ohio

(Signature) (Date)

Thomas C. Sutton
Director, BW Community Research Institute
BW Tax ID #: 18-305326

(Signature) (Date)

Michael Dylan Brennan
Mayor, City of University Heights

Contact:

Tom Sutton, Ph.D.
Director, Community Research Institute
Baldwin Wallace University
tsutton@bw.edu
440-826-2460

This message was sent from the City of University Heights.

Kelly,

Please include in the special meeting packet this message and all forwards below, as well as the two attached contracts, which were forwarded to the Mayor, Vice Mayor, Law Director, and Finance Director on May 26, 2021.

Justin

From: Justin Gould <jgould@universityheights.com>
Sent: Wednesday, May 26, 2021 12:37 PM
To: Michael Brennan; Michele Weiss; Luke McConville Foward; Dennis Kennedy
Subject: Fwd: EXT: Re: solid waste survey

Mayor, Dennis:

After I spoke with Mr. Sutton, he sent over these. One accounts for the full proposal, which we can modify to reflect what was approved. The second is just for the work Mr. Sutton has completed. Irrespective of these are executed I wanted to forward them through.

Justin

From: Thomas Sutton <tsutton@bw.edu>
Sent: Wednesday, May 26, 2021 12:16 PM
To: Justin Gould
Subject: RE: EXT: Re: solid waste survey

Justin,

As requested, attached are separate contracts for the survey design and for the remaining services listed in the original proposal. Had we proceeded to implementation, the service estimates would have been revised based on what the city decided it would handle separate from CRI (e.g., survey printing and mailing).

It is unfortunate that Mayor Brennan is using this interpretation of the arrangements thus far. I reviewed projects completed by the BW CRI since 2005, and found that the vast majority did not involve a formal contract separate from the written proposal of services that was agreed to orally between the CRI and its clients. There were a few that did require a contract due to their specific rules (e.g., Cuyahoga County; NEORS). Entities that did not require a formal contract include several public agencies (e.g., school districts, public libraries, independent public agencies), as well as nonprofit organizations that are supported in part by public funding.

My work with the CRI has always been based on developing relationships of trust with clients and partners. This is a core value of BW, and a principle by which I try to live each day. Sadly, that trust has been violated in this situation by Mayor Brennan.

Regards,

Tom

Tom Sutton, Ph.D.
Professor, Political Science
Director, BW Community Research Institute
Department of Politics & Global Citizenship

Baldwin Wallace University
tsutton@bw.edu | 440.826.2460

From: Justin Gould <jgould@universityheights.com>
Sent: Wednesday, May 26, 2021 11:39 AM
To: Michael Brennan <MDB@universityheights.com>
Cc: Dennis Kennedy <DKennedy@universityheights.com>; Luke McConville Foward <mconville@nicola.com>; Kelly Thomas <kthomas@universityheights.com>; Michele Weiss <mweiss@universityheights.com>; Susan Pardee <spardee@universityheights.com>; Phillip Ertel <pertel@universityheights.com>; John Rach <jrach@universityheights.com>; Barbara Blankfeld <bblankfeld@universityheights.com>; Sandra Berry <sberry@universityheights.com>; Mike Cook <mcook@universityheights.com>; Thomas Sutton <tsutton@bw.edu>
Subject: EXT: Re: solid waste survey

This message was sent from the City of University Heights.

Mayor Brennan:

Thank you for your message. It seems I understood incorrectly that the presentation given and proposal submitted by Mr. Sutton (copied here) were sufficient to create the payment, or that the administration secured the appropriate additional documents with Mr. Sutton directly. Had either you or Mr. Kennedy explained to me that something different was needed I certainly would have worked to get that.

I've explained to Mr. McConville that my understanding arose from the fact that you attended the initial presentation in committee, that the cost proposal was presented at the time of the motion, and that you participated in committee meetings, questioned Mr. Sutton, and even submitted proposed questions for him to incorporate in the survey design. You, after all, were the one to place a proposed solid waste survey on Council's agenda. We simply selected a different vendor to complete the work. You have received a copy of the redesigned survey incorporating your questions and the question of council. It seems antithetical to me that you would engage a vendor is all this while privately thinking that the City was free not to pay that vendor.

I flagged the issue you raised for Mr. Sutton (who was quoted in the article you sent). He has completed \$500 of work to date. Mr. McConville is of the opinion that the City will likely be liable to pay Mr. Sutton for the work he has already completed. Mr. Sutton explained that tonight's meeting will not result in additional cost. Mr. McConville has advised me that proceeding with tonight's committee meeting is acceptable and based on that advice the meeting will continue as noticed.

Hopefully we end the meeting with a final set of survey questions. Mr. McConville explained that this will be helpful for him to analyze the proposed survey—which was suggested by the solid waste study you referenced—against Ohio law.

Grateful to have the opportunity to talk through some of this and find a way forward during our call tomorrow afternoon.

Best,

Justin

From: Michael Brennan <MDB@universityheights.com>
Sent: Wednesday, May 26, 2021 9:00:36 AM
To: Justin Gould <jgould@universityheights.com>

Cc: Dennis Kennedy <DKennedy@universityheights.com>; Luke McConville Foward <mconville@nicola.com>; Kelly Thomas <kthomas@universityheights.com>; Michele Weiss <mweiss@universityheights.com>; Susan Pardee <spardee@universityheights.com>; Phillip Ertel <pertel@universityheights.com>; John Rach <jrach@universityheights.com>; Barbara Blankfeld <bblankfeld@universityheights.com>; Sandra Berry <sberry@universityheights.com>; Mike Cook <mcook@universityheights.com>

Subject: solid waste survey

This message was sent from the City of University Heights.

Councilperson Gould,

I am directing this to you primarily as you are chair of the Service and Utilities Committee.

Finance Director Dennis Kennedy has raised the issue that there is no contract on file with Baldwin Wallace to survey the residents on their opinions regarding solid waste and recycling. In my review of the minutes from the February 16, 2021 city council meeting, council passed a motion "to approve entering into [a] contract with Baldwin Wallace University Community Research Institute to survey University Heights residents regarding potential changes in City solid waste and recycling collection methods for a total cost not to exceed \$2,000." No proposed contract was in the packet.

Under the charter, only the mayor can formally enter a contract on behalf of the City. More appropriately, the motion should have been one to authorize the mayor to enter into a contract [etc.]. Be that as it may, at no time have I signed a contract with Baldwin Wallace University Community Research Institute, nor have I been presented with a contract to consider for execution on behalf of the City. Without the signed contract on file, there is no basis upon which the City may make payment for services that may be rendered by this vendor.

Ordinarily this could be curable by a contract signed by the mayor. At this time, and for the reasons below, I am disinclined to sign a contract for a resident survey.

Earlier this month, the State Auditor made an audit finding against the CH-UH School District regarding the survey it took regarding school funding and a then potential levy issue. Here is the article for your convenience:

<https://www.cleveland.com/news/2021/05/ohio-auditor-slams-cleveland-heights-university-heights-city-school-district-for-funding-levy-related-poll.html>

The auditor found the survey to be political in nature, and not an appropriate use of taxpayer dollars. As a result, the auditor found the school district treasurer and superintendent personally liable (jointly and severally) for reimbursing the taxpayers for the expense of the survey.

Turning to the City's situation, the City already sought and paid for expert opinion on the City's solid waste and recycling options (and we've had that report for over a year now). An auditor may determine that a resident survey on the subject is political in nature, and not an appropriate use of taxpayer dollars. It is not exactly the same, though it is not entirely different from what the school district did in surveying the residents on their opinions regarding services and how to pay for them. I do not want to risk an audit finding against the City, or a finding of personal liability as to Mr. Kennedy, city council members, or me, in proceeding with the survey.

At this time, I would recommend that the council (and the Service and Utilities Committee in particular) pause work with the vendor on the survey, until such time as the law director can provide guidance on the issue.



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: August 1, 2021

Re: 2021 – 2023 Temporary Labor Staffing Contract Bid Results

Bids to provide temporary labor to the City of University Heights on an as needed basis for 2021 through 2023 were opened Friday July 30, 2021. Following are the results:

Minute Men Staffing Services, of Cleveland, Ohio bid \$91,514.50 for three years from 2021 through 2023.

The use of temporary staffing by the Service Department provides an ability collect leaves and other solid waste during heavy periods in the fall season or at other times following storms. Attached please find the bid provided by Minute Men Staffing.

I respectfully request City Council authorize the Mayor to enter into an agreement with Minute Men Staffing to provide temporary staffing on an as needed basis.

Funds for this service are available in the Tree Improvement Fund 205-4407-54250.

Should you require any additional information please contact me.

CC: Dennis Kennedy, Finance Director

CITY OF UNIVERSITY HEIGHTS BID FORM

Mark envelope: "2021-2023 TEMPORARY LABOR PROGRAM"

To the Clerk of Council:

The undersigned, having full knowledge of the bidding documents, hereby agrees to furnish all services and labor necessary to fulfill the contract, according to the specifications and accept the unit prices bid below for each item as full compensation for the services set forth in the bid document.

UNIT PRICE CONTRACT

For the above-mentioned project, the City reserves the right to reasonably increase or decrease the quantities or delete any item set forth herein.

ITEM	QUANTITY (Estimated)	UNIT	ITEM DESCRIPTION	UNIT PRICE \$/Hr. 2021	TOTAL AMOUNT (\$) 2021	UNIT PRICE \$/Hr. 2022	TOTAL AMOUNT (\$) 2022	UNIT PRICE \$/Hr. 2023	TOTAL AMOUNT (\$) 2023
1	1280	Hr.	Temporary Labor/Driver Class D License (Leaf Collection)	17.40	22,272.00	17.92	22,937.60	18.46	23,628.80
1A	100	Hr.	Overtime Rate for Temporary Labor/Driver Class D License (Leaf Collection)	26.46	2646.00	27.25	2725.00	28.07	2807.00
2	80	Hr.	Temporary Labor/Driver CDL Class B or A License- (Leaf Collection / Solid Waste Collection)	27.55	2204.00	28.27	2262.00	29.15	2332.00
2A	10	Hr.	Overtime Rate for Temporary Labor/Driver CDL Class B or A License- (Leaf Collection / Solid Waste Collection)	41.90	419.00	43.00	430.00	44.32	443.20
3	80	Hr.	Temporary Janitor.	21.75	1740.00	22.40	1792.00	23.07	1845.60
3A	10	Hr.	Overtime rate for Temporary Janitor.	33.88	338.80	34.07	340.70	35.08	350.80

SUB TOTAL

\$ 29,619.80 \$ 30,487.30 \$ 31,407.40
 (2021) (2022) (2023)

TOTAL BID

\$ 91,514.50

The total bid amount of the bid based on the approximate quantities given above and the price specified by the bidder amounts to the sum of (Written Out):

Ninety one thousand five hundred fourteen dollars and 50 cents

DOLLARS \$ 91,514.50

NOTE: Laborers not to drive any motorized vehicles.

Service Dept Temp Labor

The Plain Dealer is Hiring! DISTRIBUTION MANAGER (PART TIME) \$17.10/HOUR STORE DELIVERY - PART TIME Pay Rate: \$17.50/hour. The Plain Dealer is seeking candidates to fill local part-time positions in one of our local distribution centers...

For more details, please go to plaindealer.com, click on "Employment" at the top right and choose a position. Employment Applications are available to download. Or email resumes to humanresources@plaind.com...

Public Notices: The bid documents specifications and drawings for the construction of a new 100-unit apartment building... Public Notices: The City of Lakewood is seeking proposals for the construction of a new 100-unit apartment building...

Public Notices: The City of Lakewood is seeking proposals for the construction of a new 100-unit apartment building... Public Notices: The City of Lakewood is seeking proposals for the construction of a new 100-unit apartment building...

Garage Sale Headquarters Sun News! Estate Sale - Maxfield Villa on July 28-29-30. 2000 sq. ft. home with 3 bedrooms, 2.5 bathrooms, hardwood floors, granite countertops...

Public Notices: The City of Lakewood is seeking proposals for the construction of a new 100-unit apartment building... Public Notices: The City of Lakewood is seeking proposals for the construction of a new 100-unit apartment building...

FOR SALE STERLING LAKES. A beautiful 3 bedroom, 2.5 bathroom, 2 car garage home with a finished basement. Call Bob at 440-646-8400.

Real Estate. Buy it... Sell it... with our Sun News Marketplace Automotive Classifieds. AA Cash For Cars - Cash for unwanted vehicles & cars...

Automotive. Job search. Home search. News search. Look in The Plain Dealer and cleveland.com. SUN NEWS cleveland.com

SU-DO-KU answers. 4 3 8 7 1 2 6 5 9 5 2 6 9 8 3 7 1 4 7 9 1 6 4 5 3 2 8 3 8 9 5 2 6 1 4 7 1 6 5 3 7 4 8 9 2 2 4 7 1 9 8 5 6 3 6 7 2 4 3 1 9 8 5 9 5 4 8 6 7 2 3 1 8 1 3 2 5 9 4 7 6

Service Directory

WE STOP THE DRIP... IN JUST ONE TRIP! D&D ROOFING. TREE SERVICE. GUARANTEED ROOFING AND CHIMNEYS. Tubs to Showers in JUST 24 hours! BLECHER ROOFING. PROMOTE YOUR EVENT. BATH DEPOT. A Sun Classified ad can sell all those unwanted or unused items lying around your house fast!



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: August 1, 2021

Re: Authorization to bid 2021-1 Tree Pruning and Removal Contract

As part of the City of University Heights ongoing program for tree safety, tree trimming, preservation or removal of hazardous trees on public property, I am requesting authorization to advertise and bid 2021-1 Tree Pruning and Removal Contract.

This program will be performed during the next several months and will focus on trees found to be hazardous during our previous pruning and removal contract or requested by residents. The contract will include approximately 35 trees. Attached please find a list of the proposed tree work.

The estimated cost of this Tree Pruning and Removal Project is \$30,000. 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

Item No.	ADDRESS	STREET	ON STREET	SITE	SPECIES	DBH	Train	Raise	Reduce	Clean	Inspect	Remov	Stump	DETAILS & NOTES	Bid Amount
1	3818	Bushnell Rd.	Bushnell Rd.	1	stump	12							x		
2	3874	Bushnell Rd.	Bushnell Rd.	1	Princeton Elm	5	x	x						Clear the wire at the top, train for main leader	
3	4034	Bushnell Rd.	Bushnell Rd.	1	Red Oak	45						x	x	30% Dieback (removal?)	
4	4038	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15						x	x	declining rapidly	
5	4070	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15						x	x	Trunk wound	
6	4157	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15						x	x	Trunk wound, Poor health	
7	2236	Fenwick	Bushnell Rd.	1	Littleleaf linden	20						x	x		
8	2236	Fenwick	Bushnell Rd.	1	Goldenraintree	10						x	x		
9	2551	Laurelhurst	Laurelhurst	1	Silver Maple	33	x	x							
10	2548	Laurelhurst	Laurelhurst	1	Locust	24	x	x						Clear the house side	
11	4052	Meadowbrook Blvd.	Meadowbrook Blvd.	1	stump	18							x		
12	3630	Northcliffe Rd.	Northcliffe Rd.	2	Silver Maple	27						x	x	all leads dead	
13	3533	Raymont Blvd	Raymont Blvd	1	stump	18							x		
14	3585	Raymont Blvd	Raymont Blvd	1	stump								x	grind both sides of new tree to level treelawn	
15	2220	S. Belvoir Blvd	S. Belvoir Blvd (Median)	11	Crabapple	2							x		
16	2650	S. Belvoir Blvd	S. Belvoir Blvd (Median)	6	Crabapple	6							x		
17	2331	Saybrook Rd.	Saybrook Rd.	1	Pin Oak	36						x	x	large tearout	
18	2335	Traymore Rd	Traymore Rd.	1	Pear	14						x	x	large tearout	
19	2321	Traymore Rd.	Traymore Rd.	1	Norway Maple	21							x		
20	1	Walter Stinson Park	Walter Stinson Park	25	Silver Maple	22						x	x	behind 3926 Silsby	
21	4013	Washington Blvd	Washington Blvd	1	stump	36							x		
22	3650	Washington Blvd	Washington Blvd.	1	Silver Maple	40						x	x	large tearout	
23	2646	Eaton Rd.	Eaton Rd.	1	stump	12							x		
24	2648	Eaton Rd.	Eaton Rd.	1	Silver Maple	36							x	x	
25	2480	Eaton Rd.	Eaton Rd.	1	Silver Maple	30				x				Remove the dead wood	
26	3789	Northwood Rd.	Northwood Rd.	1	Oak	36								Remove dead limb over the street	
27	3781	Northwood Rd.	Northwood Rd.	1	Silver Maple	33								Remove dead limb over the street	
28	2475	Channing Rd.	Channing Rd.	1	stump	10							x		
29	4073	Conover Rd.	Conover Rd.	1	stump	18							x	Across from 4075 at the stop sign	
30	4075	Conover Rd.	Conover Rd.	2	stump	18							x	Across from 4075 at the stop sign	
31	3866	Faversham Rd.	Faversham Rd.	1	stump	12							x		
32	2179	Cranston Rd.	Cranston Rd.	1	Ash	18						x	x		
33	2215	Cranston Rd.	Cranston Rd.	1	Crabapple	8						x	x		
34	2247	Barrington Rd.	Barrington Rd.	1										large tearout	
35	2370	Charney Rd.	Charney Rd.	1	Linden	20		x	x					Reduce the house side	
36	2379	Loyola Rd.	Loyola Rd.	1	Crabapple	10	x	x						Reduce the house side	

Total Bid Amount

Bidder: _____

Name: _____

Address: _____

City: _____

Phone No.: _____



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fax 216.518.5545
www.gpdgroup.com

Honorable Michael D. Brennan, Mayor
City of University Heights
2300 Warrensville Center Road
University Heights, Ohio 44118

July 6, 2021
2020003.05

RE: Traymore Road Water Main Replacement

Dear Mayor Brennan:

The City accepted bids on July 2, 2021 for the Traymore Road Water Main Replacement Project. Five (5) bids were received and they are listed below:

1. Terrace Construction	\$ 498,975.47
2. NOCE Enterprises	\$ 524,571.52
3. Perk Company	\$ 531,474.62
4. CATTs Construction	\$ 535,167.67
5. TriMor Inc.	\$ 587,213.52

The Engineer's estimate for this project was \$ 489,588.52

The project consists of the replacement of the 6" water main with an 8" water main, including all hydrants, valves and house **connections** on Traymore Road from Warrensville Center Road to Hillbrook Road. The construction cost of this project is funded 100% by the Cleveland Water Dept. The Cleveland Water Dept. will also fund Design Engineering costs up to 8% of the construction cost and Inspection fees up to 5% of the construction cost.

Terrace Construction is a reputable company that has successfully completed many local water main replacement projects, including projects for the City of University Heights. We hereby recommend Terrace Construction as the lowest and best bid for the Traymore Road Water Main Replacement project at \$498,975.47.

Honorable Michael D. Brennan, Mayor 2

July 6, 2021

Returned herewith are the actual bid documents received and a tabulation of all bids.

Very Truly Yours,



Joseph R. Ciuni, P.E., P.S.
City Engineer

Cc: Jeff Pokorny, Service Director
File 2020003.05

BID TABULATION
TRAYMORE ROAD WATERMAIN REPLACEMENT
 CITY OF UNIVERSITY HEIGHTS
 2 JULY 2021

REF	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		TERRACE CONSTRUCTION CO., INC.		NOCE ENTERPRISES INC.		PERK COMPANY, INC.		CATTS CONSTRUCTION, INC.		TRI MOR CORP	
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ROADWAY																
1	202	PAVEMENT REMOVED (APRONS)	SF	445.00	\$ 2.00	\$ 890.00	\$ 0.50	\$ 222.50	\$ 2.00	\$ 890.00	\$ 3.00	\$ 1,335.00	\$ 1.80	\$ 801.00	\$ 4.00	\$ 1,780.00
2	202	WALK REMOVED	SF	350.00	\$ 1.00	\$ 350.00	\$ 0.50	\$ 175.00	\$ 2.00	\$ 700.00	\$ 2.00	\$ 700.00	\$ 1.40	\$ 490.00	\$ 4.00	\$ 1,400.00
3	451	6" FIBER REINFORCED CONCRETE, CLASS QC MS, AS PER PLAN (APRONS)	SF	445.00	\$ 8.00	\$ 3,560.00	\$ 8.00	\$ 3,560.00	\$ 10.00	\$ 4,450.00	\$ 9.50	\$ 4,227.50	\$ 8.75	\$ 3,893.75	\$ 12.00	\$ 5,340.00
4	608	4" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN	SF	250.00	\$ 7.00	\$ 1,750.00	\$ 6.50	\$ 1,625.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	\$ 6.75	\$ 1,687.50	\$ 18.00	\$ 4,500.00
5	608	6" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN (AT DRIVES)	SF	100.00	\$ 8.00	\$ 800.00	\$ 7.00	\$ 700.00	\$ 12.00	\$ 1,200.00	\$ 9.50	\$ 950.00	\$ 6.65	\$ 665.00	\$ 25.00	\$ 2,500.00
ROADWAY SUBTOTALS = \$ 7,350.00							\$ 6,282.50	\$ 9,740.00	\$ 9,462.50	\$ 7,737.25	\$ 15,520.00					
EROSION CONTROL																
6	659	SEEDING AND MULCHING, AS PER PLAN	SY	500.00	\$ 6.50	\$ 3,250.00	\$ 12.00	\$ 6,000.00	\$ 8.00	\$ 4,000.00	\$ 10.00	\$ 5,000.00	\$ 8.75	\$ 4,375.00	\$ 3.00	\$ 1,500.00
7	832	EROSION CONTROL, AS PER PLAN	EACH	10.00	\$ 250.00	\$ 2,500.00	\$ 180.00	\$ 1,800.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 48.00	\$ 480.00	\$ 300.00	\$ 3,000.00
EROSION CONTROL SUBTOTALS = \$ 5,750.00							\$ 7,800.00	\$ 5,500.00	\$ 20,000.00	\$ 4,855.00	\$ 4,500.00					
DRAINAGE																
8	611	MANHOLE, RECONSTRUCTED TO GRADE	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 3,432.00	\$ 3,432.00	\$ 1,200.00	\$ 1,200.00
9	611	CATCH BASIN, RECONSTRUCTED TO GRADE	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,238.00	\$ 1,238.00	\$ 1,200.00	\$ 1,200.00
10	SPECIAL	MISCELLANEOUS METALS, AS PER PLAN	LBS	1000.00	\$ 1.50	\$ 1,500.00	\$ 2.00	\$ 2,000.00	\$ 2.00	\$ 2,000.00	\$ 2.00	\$ 2,000.00	\$ 1.80	\$ 1,800.00	\$ 2.50	\$ 2,500.00
DRAINAGE SUBTOTALS = \$ 3,500.00							\$ 4,000.00	\$ 3,000.00	\$ 4,200.00	\$ 6,270.00	\$ 4,900.00					
PAVEMENT																
11	254	PAVEMENT PLANING, ASPHALT CONCRETE, (1"±)	SY	938.00	\$ 4.00	\$ 3,752.00	\$ 4.00	\$ 3,752.00	\$ 7.00	\$ 6,566.00	\$ 0.10	\$ 93.80	\$ 1.25	\$ 1,172.50	\$ 6.00	\$ 5,628.00
12	255	FULL DEPTH PAVEMENT REMOVAL REPAIR, AS PER PLAN	SY	938.00	\$ 75.00	\$ 70,350.00	\$ 68.00	\$ 63,784.00	\$ 94.00	\$ 88,172.00	\$ 87.90	\$ 82,450.20	\$ 78.65	\$ 73,773.70	\$ 105.00	\$ 98,490.00
13	407	TACK COAT (0.08 GAL/SY)	GAL	79.00	\$ 5.00	\$ 395.00	\$ 4.00	\$ 316.00	\$ 5.00	\$ 395.00	\$ 5.00	\$ 395.00	\$ 4.80	\$ 379.20	\$ 4.00	\$ 316.00
14	407	TACK COAT FOR INTERMEDIATE COURSE (0.04 GAL/SY)	GAL	41.00	\$ 5.00	\$ 205.00	\$ 4.00	\$ 164.00	\$ 5.00	\$ 205.00	\$ 5.00	\$ 205.00	\$ 4.80	\$ 196.80	\$ 4.00	\$ 164.00
15	441	1.75" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	CY	46.00	\$ 250.00	\$ 11,500.00	\$ 225.00	\$ 10,350.00	\$ 280.00	\$ 12,880.00	\$ 210.00	\$ 9,660.00	\$ 301.35	\$ 13,862.10	\$ 330.00	\$ 15,180.00
16	441	1.25" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	CY	33.00	\$ 300.00	\$ 9,900.00	\$ 250.00	\$ 8,250.00	\$ 340.00	\$ 11,220.00	\$ 260.00	\$ 8,580.00	\$ 343.50	\$ 11,335.50	\$ 330.00	\$ 10,890.00
PAVEMENT SUBTOTALS = \$ 96,102.00							\$ 86,616.00	\$ 119,438.00	\$ 101,384.00	\$ 100,719.80	\$ 130,668.00					
WATER WORK																
17	202	VALVE BOX REMOVED	EACH	7.00	\$ 150.00	\$ 1,050.00	\$ 25.00	\$ 175.00	\$ 200.00	\$ 1,400.00	\$ 50.00	\$ 350.00	\$ 48.00	\$ 336.00	\$ 230.00	\$ 1,610.00
18	202	WATER MAIN REMOVED	FT	1367.00	\$ 3.00	\$ 4,101.00	\$ 0.10	\$ 136.70	\$ 1.00	\$ 1,367.00	\$ 2.00	\$ 2,734.00	\$ 1.20	\$ 1,640.40	\$ 2.00	\$ 2,734.00
19	202	FIRE HYDRANT REMOVED	EACH	4.00	\$ 350.00	\$ 1,400.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 155.00	\$ 620.00	\$ 250.00	\$ 1,000.00
20	202	PITOMETER REMOVED	EACH	1.00	\$ 250.00	\$ 250.00	\$ 25.00	\$ 25.00	\$ 250.00	\$ 250.00	\$ 600.00	\$ 500.00	\$ 155.00	\$ 155.00	\$ 250.00	\$ 250.00
21	638	6" GATE VALVE AND VALVE BOX, COMPLETE	EACH	7.00	\$ 2,000.00	\$ 14,000.00	\$ 1,550.00	\$ 10,850.00	\$ 2,500.00	\$ 17,500.00	\$ 4,625.00	\$ 32,375.00	\$ 1,485.00	\$ 10,255.00	\$ 2,000.00	\$ 14,000.00
22	638	6" CUT-IN VALVE AND VALVE BOX, COMPLETE	EACH	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,550.00	\$ 1,550.00	\$ 4,000.00	\$ 4,000.00	\$ 1,385.00	\$ 1,385.00	\$ 1,485.00	\$ 1,485.00	\$ 3,000.00	\$ 3,000.00
23	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSH-ON JOINTS AND RETAINED MECHANICAL FITTINGS (CEMENT LINED)	FT	1367.00	\$ 110.00	\$ 150,370.00	\$ 134.00	\$ 183,178.00	\$ 125.00	\$ 170,875.00	\$ 99.30	\$ 135,743.10	\$ 129.75	\$ 177,388.25	\$ 105.00	\$ 143,535.00
24	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS RESTRAINED JOINTS AND FITTINGS (CONTINGENCY)	FT	50.00	\$ 180.00	\$ 9,000.00	\$ 134.00	\$ 6,700.00	\$ 1.00	\$ 50.00	\$ 104.80	\$ 5,240.00	\$ 131.00	\$ 6,550.00	\$ 120.00	\$ 6,000.00
25	638	FURNISHING AND SETTING 6" HYDRANT, COMPLETE WITH PERMANENT ADAPTER, AS PER PLAN	EACH	4.00	\$ 4,800.00	\$ 19,200.00	\$ 6,200.00	\$ 24,800.00	\$ 5,500.00	\$ 22,000.00	\$ 6,750.00	\$ 27,000.00	\$ 5,800.00	\$ 22,400.00	\$ 6,400.00	\$ 25,600.00
26	638	RETAP AND RECONNECT 1" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE	EACH	20.00	\$ 1,250.00	\$ 25,000.00	\$ 1,215.00	\$ 24,300.00	\$ 1,200.00	\$ 24,000.00	\$ 1,015.00	\$ 20,300.00	\$ 1,430.00	\$ 28,600.00	\$ 1,350.00	\$ 27,000.00
27	638	RETAP AND RECONNECT 1" WATER SERVICE CONNECTION, LONG SIDE COMPLETE	EACH	26.00	\$ 1,790.00	\$ 46,500.00	\$ 1,345.00	\$ 34,970.00	\$ 1,500.00	\$ 39,000.00	\$ 1,150.00	\$ 29,900.00	\$ 2,215.00	\$ 57,590.00	\$ 2,250.00	\$ 58,500.00
28	SPECIAL	CHLORINATION PIT	EACH	2.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,250.00	\$ 2,500.00	\$ 800.00	\$ 1,600.00
29	SPECIAL	FROSTPROOFING	FT	40.00	\$ 50.00	\$ 2,000.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 50.00	\$ 2,000.00	\$ 265.00	\$ 10,600.00	\$ 500.00	\$ 20,000.00
30	SPECIAL	TEMPORARY BYPASS, COMPLETE, AS PER PLAN	FT	3217.00	\$ 12.00	\$ 38,604.00	\$ 14.75	\$ 47,450.75	\$ 10.00	\$ 32,170.00	\$ 13.50	\$ 43,429.50	\$ 10.85	\$ 34,904.45	\$ 15.00	\$ 48,255.00
31	SPECIAL	POUR THROUGH PITCHER TYPE FILTERS	EACH	46.00	\$ 45.00	\$ 2,070.00	\$ 10.00	\$ 460.00	\$ 25.00	\$ 1,150.00	\$ 30.00	\$ 1,380.00	\$ 10.00	\$ 460.00	\$ 50.00	\$ 2,300.00
32	SPECIAL	CWD CHARGE LETTER	LS	1.00	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52
WATER WORK SUBTOTALS = \$ 324,636.52							\$ 342,926.97	\$ 320,893.52	\$ 310,628.12	\$ 360,535.62	\$ 360,475.52					
INCIDENTALS																
33	614	MAINTAINING TRAFFIC, AS PER PLAN	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 21,300.00	\$ 21,300.00	\$ 2,600.00	\$ 2,600.00	\$ 15,000.00	\$ 15,000.00
34	624	MOBILIZATION	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 11,250.00	\$ 11,250.00	\$ 13,000.00	\$ 13,000.00
35	203	ROADWAY MISC.: PROJECT DVD RECORDING	LS	1.00	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00
36	SPECIAL	AS-BUILT DRAWINGS	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 650.00	\$ 650.00	\$ 2,500.00	\$ 2,500.00
37	SPECIAL	CONTINGENCY ALLOWANCE	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
INCIDENTALS SUBTOTALS = \$ 52,250.00							\$ 51,350.00	\$ 66,000.00	\$ 85,800.00	\$ 55,050.00	\$ 71,150.00					
BID TOTALS = \$ 489,586.52							\$ 498,975.47	\$ 624,571.52	\$ 531,474.62	\$ 535,167.67	\$ 587,213.52					

BID TABULATION

TRAYMORE ROAD WATERMAIN REPLACEMENT

CITY OF UNIVERSITY HEIGHTS

2 JULY 2021

REF	ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		TERRACE CONSTRUCTION CO., INC.		NOCE ENTERPRISES INC.		PERK COMPANY, INC.		CATTS CONSTRUCTION, INC.		TRI MOR CORP	
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ROADWAY																
1	202	PAVEMENT REMOVED (APRONS)	SF	445.00	\$ 2.00	\$ 890.00	\$ 0.50	\$ 222.50	\$ 2.00	\$ 890.00	\$ 3.00	\$ 1,335.00	\$ 1.80	\$ 801.00	\$ 4.00	\$ 1,780.00
2	202	WALK REMOVED	SF	350.00	\$ 1.00	\$ 350.00	\$ 0.50	\$ 175.00	\$ 2.00	\$ 700.00	\$ 2.00	\$ 700.00	\$ 1.40	\$ 490.00	\$ 4.00	\$ 1,400.00
3	451	6" FIBER REINFORCED CONCRETE, CLASS QC MS, AS PER PLAN (APRONS)	SF	445.00	\$ 8.00	\$ 3,560.00	\$ 8.00	\$ 3,560.00	\$ 10.00	\$ 4,450.00	\$ 9.50	\$ 4,227.50	\$ 8.75	\$ 3,893.75	\$ 12.00	\$ 5,340.00
4	606	4" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN	SF	250.00	\$ 7.00	\$ 1,750.00	\$ 6.50	\$ 1,625.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	\$ 6.75	\$ 1,687.50	\$ 18.00	\$ 4,500.00
5	606	8" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN (AT DRIVES)	SF	100.00	\$ 8.00	\$ 800.00	\$ 7.00	\$ 700.00	\$ 12.00	\$ 1,200.00	\$ 9.50	\$ 950.00	\$ 8.65	\$ 865.00	\$ 25.00	\$ 2,500.00
ROADWAY SUBTOTALS = \$ 7,350.00							\$ 6,282.50	\$ 9,740.00	\$ 9,462.50	\$ 7,737.25	\$ 15,520.00					
EROSION CONTROL																
6	859	SEEDING AND MULCHING, AS PER PLAN	SY	500.00	\$ 6.50	\$ 3,250.00	\$ 12.00	\$ 6,000.00	\$ 8.00	\$ 4,000.00	\$ 10.00	\$ 5,000.00	\$ 8.75	\$ 4,375.00	\$ 3.00	\$ 1,500.00
7	832	EROSION CONTROL, AS PER PLAN	EACH	10.00	\$ 250.00	\$ 2,500.00	\$ 180.00	\$ 1,800.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 48.00	\$ 480.00	\$ 300.00	\$ 3,000.00
EROSION CONTROL SUBTOTALS = \$ 5,750.00							\$ 7,800.00	\$ 5,500.00	\$ 20,000.00	\$ 4,855.00	\$ 4,500.00					
DRAINAGE																
8	611	MANHOLE, RECONSTRUCTED TO GRADE	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 3,432.00	\$ 3,432.00	\$ 1,200.00	\$ 1,200.00
9	611	CATCH BASIN, RECONSTRUCTED TO GRADE	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,238.00	\$ 1,238.00	\$ 1,200.00	\$ 1,200.00
10	SPECIAL	MISCELLANEOUS METALS, AS PER PLAN	LBS	1000.00	\$ 1.50	\$ 1,500.00	\$ 2.00	\$ 2,000.00	\$ 2.00	\$ 2,000.00	\$ 2.00	\$ 2,000.00	\$ 1.80	\$ 1,800.00	\$ 2.50	\$ 2,500.00
DRAINAGE SUBTOTALS = \$ 3,500.00							\$ 4,000.00	\$ 3,000.00	\$ 4,200.00	\$ 6,270.00	\$ 4,900.00					
PAVEMENT																
11	254	PAVEMENT PLANING, ASPHALT CONCRETE, (7"-3")	SY	938.00	\$ 4.00	\$ 3,752.00	\$ 4.00	\$ 3,752.00	\$ 7.00	\$ 6,566.00	\$ 0.10	\$ 93.80	\$ 1.25	\$ 1,172.50	\$ 6.00	\$ 5,628.00
12	256	FULL DEPTH PAVEMENT REMOVAL REPAIR, AS PER PLAN	SY	938.00	\$ 75.00	\$ 70,350.00	\$ 88.00	\$ 83,784.00	\$ 94.00	\$ 88,172.00	\$ 87.90	\$ 82,450.20	\$ 78.65	\$ 73,773.70	\$ 105.00	\$ 98,490.00
13	407	TACK COAT (0.08 GAL/SY)	GAL	79.00	\$ 5.00	\$ 395.00	\$ 4.00	\$ 316.00	\$ 5.00	\$ 395.00	\$ 5.00	\$ 395.00	\$ 4.80	\$ 379.20	\$ 4.00	\$ 316.00
14	407	TACK COAT FOR INTERMEDIATE COURSE (0.04 GAL/SY)	GAL	41.00	\$ 5.00	\$ 205.00	\$ 4.00	\$ 164.00	\$ 5.00	\$ 205.00	\$ 5.00	\$ 205.00	\$ 4.80	\$ 196.80	\$ 4.00	\$ 164.00
15	441	1.75" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	CY	46.00	\$ 250.00	\$ 11,500.00	\$ 225.00	\$ 10,350.00	\$ 280.00	\$ 12,880.00	\$ 210.00	\$ 9,660.00	\$ 301.35	\$ 13,862.10	\$ 330.00	\$ 15,180.00
16	441	1.25" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	CY	33.00	\$ 300.00	\$ 9,900.00	\$ 250.00	\$ 8,250.00	\$ 340.00	\$ 11,220.00	\$ 260.00	\$ 8,580.00	\$ 343.50	\$ 11,335.50	\$ 330.00	\$ 10,890.00
PAVEMENT SUBTOTALS = \$ 96,102.00							\$ 86,616.00	\$ 119,438.00	\$ 101,384.00	\$ 100,719.80	\$ 130,668.00					
WATER WORK																
17	202	VALVE BOX REMOVED	EACH	7.00	\$ 150.00	\$ 1,050.00	\$ 25.00	\$ 175.00	\$ 200.00	\$ 1,400.00	\$ 50.00	\$ 350.00	\$ 48.00	\$ 336.00	\$ 230.00	\$ 1,610.00
18	202	WATER MAIN REMOVED	FT	1367.00	\$ 3.00	\$ 4,101.00	\$ 0.10	\$ 136.70	\$ 1.00	\$ 1,367.00	\$ 2.00	\$ 2,734.00	\$ 1.20	\$ 1,640.40	\$ 2.00	\$ 2,734.00
19	202	FIRE HYDRANT REMOVED	EACH	4.00	\$ 350.00	\$ 1,400.00	\$ 50.00	\$ 200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 155.00	\$ 620.00	\$ 250.00	\$ 1,000.00
20	202	PITOMETER REMOVED	EACH	1.00	\$ 250.00	\$ 250.00	\$ 25.00	\$ 25.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 155.00	\$ 155.00	\$ 250.00	\$ 250.00
21	638	8" GATE VALVE AND VALVE BOX, COMPLETE	EACH	7.00	\$ 2,000.00	\$ 14,000.00	\$ 1,550.00	\$ 10,850.00	\$ 2,500.00	\$ 17,500.00	\$ 4,625.00	\$ 32,375.00	\$ 1,485.00	\$ 10,255.00	\$ 2,000.00	\$ 14,000.00
22	638	8" CUT-IN-VALVE AND VALVE BOX, COMPLETE	EACH	1.00	\$ 5,000.00	\$ 5,000.00	\$ 1,550.00	\$ 1,550.00	\$ 4,000.00	\$ 4,000.00	\$ 1,385.00	\$ 1,385.00	\$ 1,465.00	\$ 1,465.00	\$ 3,000.00	\$ 3,000.00
23	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSH-ON JOINTS AND RETAINED MECHANICAL FITTINGS (CEMENT LINED)	FT	1367.00	\$ 110.00	\$ 150,370.00	\$ 134.00	\$ 183,178.00	\$ 125.00	\$ 170,875.00	\$ 99.30	\$ 135,743.10	\$ 129.75	\$ 177,368.25	\$ 105.00	\$ 143,535.00
24	638	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS RESTRAINED JOINTS AND FITTINGS (CONTINGENCY)	FT	50.00	\$ 180.00	\$ 9,000.00	\$ 134.00	\$ 6,700.00	\$ 1.00	\$ 50.00	\$ 104.80	\$ 5,240.00	\$ 131.00	\$ 6,550.00	\$ 120.00	\$ 6,000.00
25	638	FURNISHING AND SETTING 6" HYDRANT, COMPLETE WITH PERMANENT ADAPTER, AS PER PLAN	EACH	4.00	\$ 4,800.00	\$ 19,200.00	\$ 6,200.00	\$ 24,800.00	\$ 5,600.00	\$ 22,400.00	\$ 6,750.00	\$ 27,000.00	\$ 5,800.00	\$ 23,200.00	\$ 6,400.00	\$ 25,600.00
26	638	RETAP AND RECONNECT 1" WATER SERVICE CONNECTION, SHORT SIDE COMPLETE	EACH	20.00	\$ 1,250.00	\$ 25,000.00	\$ 1,215.00	\$ 24,300.00	\$ 1,200.00	\$ 24,000.00	\$ 1,015.00	\$ 20,300.00	\$ 1,430.00	\$ 28,600.00	\$ 1,350.00	\$ 27,000.00
27	638	RETAP AND RECONNECT 1" WATER SERVICE CONNECTION, LONG SIDE COMPLETE	EACH	26.00	\$ 1,750.00	\$ 45,500.00	\$ 1,345.00	\$ 34,970.00	\$ 1,500.00	\$ 39,000.00	\$ 1,150.00	\$ 29,900.00	\$ 2,215.00	\$ 57,590.00	\$ 2,250.00	\$ 58,500.00
28	SPECIAL	CHLORINATION PIT	EACH	2.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,250.00	\$ 2,500.00	\$ 800.00	\$ 1,600.00
29	SPECIAL	FROSTPROOFING	FT	40.00	\$ 50.00	\$ 2,000.00	\$ 1.00	\$ 40.00	\$ 1.00	\$ 40.00	\$ 50.00	\$ 2,000.00	\$ 265.00	\$ 10,600.00	\$ 500.00	\$ 20,000.00
30	SPECIAL	TEMPORARY BYPASS, COMPLETE, AS PER PLAN	FT	3217.00	\$ 12.00	\$ 38,604.00	\$ 14.75	\$ 47,450.75	\$ 10.00	\$ 32,170.00	\$ 13.50	\$ 43,429.50	\$ 10.85	\$ 34,904.45	\$ 15.00	\$ 48,255.00
31	SPECIAL	POUR THROUGH PITCHER TYPE FILTERS	EACH	48.00	\$ 45.00	\$ 2,160.00	\$ 10.00	\$ 480.00	\$ 25.00	\$ 1,150.00	\$ 30.00	\$ 1,380.00	\$ 10.00	\$ 480.00	\$ 50.00	\$ 2,300.00
32	SPECIAL	CWD CHARGE LETTER	LS	1.00	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52	\$ 5,091.52
WATER WORK SUBTOTALS = \$ 324,636.52							\$ 342,926.97	\$ 320,893.52	\$ 310,628.12	\$ 360,535.62	\$ 360,475.52					
INCIDENTALS																
33	614	MAINTAINING TRAFFIC, AS PER PLAN	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 21,300.00	\$ 21,300.00	\$ 2,800.00	\$ 2,800.00	\$ 15,000.00	\$ 15,000.00
34	624	MOBILIZATION	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 11,250.00	\$ 11,250.00	\$ 13,000.00	\$ 13,000.00
35	203	ROADWAY MISC.; PROJECT DVD RECORDING	LS	1.00	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00
36	SPECIAL	AS-BUILT DRAWINGS	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 850.00	\$ 850.00	\$ 2,500.00	\$ 2,500.00
37	SPECIAL	CONTINGENCY ALLOWANCE	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
INCIDENTALS SUBTOTALS = \$ 52,250.00							\$ 51,350.00	\$ 66,000.00	\$ 85,800.00	\$ 55,050.00	\$ 71,150.00					
BID TOTALS = \$ 489,588.52							\$ 498,975.47	\$ 524,571.52	\$ 531,474.62	\$ 535,167.67	\$ 587,213.52					

RESOLUTION NO. 2021-26

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT, AND DECLARING AN EMERGENCY

AN EMERGENCY RESOLUTION AUTHORIZING the Mayor to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the City of University Heights, Ohio (herein “Municipality”) is a chartered municipal corporation formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of University Heights has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation of earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, Council wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, CUYAHOGA COUNTY, OHIO, that:

Section 1. That Council hereby accepts, or is authorized to accept the Proposed Settlement on behalf of the City of University Heights, Ohio, pursuant to the terms of the OneOhio MOU.

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

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of University Heights and its residents. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall go into effect immediately upon its passage.

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

OneOhio Subdivision Participation Form

Governmental Entity: City of University Heights	State: Ohio
Authorized Official: Mayor Michael Dylan Brennan	
Address 1: City Hall	
Address 2: 2300 Warrensville Center Road	
City, State, Zip: University Heights, Ohio 44118	
Phone: (216) 932-7800	
Email: mdb@universityheights.com ; mcconville@nicola.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 (“*National Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: _____

Name: _____

Title: _____

Date: _____

■

**Member Alert:
Important: Proposed Ohio-specific Opioid Settlement**

IMMEDIATE ACTION NEEDED BY AUGUST 13, 2021

Dear Member:

We are pleased to advise you of an Ohio-specific Opioid Proposed Settlement that has been negotiated by Ohio Attorney General Dave Yost and attorneys for Ohio subdivisions. As you are likely aware, in 2019, Ohio negotiated OneOhio, the first state-local government allocation agreement concerning future opioid settlements. Through this agreement between our local governments and the state of Ohio, a negotiating committee and a mechanism for allocation and distribution of funds were established. This agreement led to Ohio being able to enter into a Proposed Ohio-specific Opioid Settlement with McKesson, AmerisourceBergen, and Cardinal Health (the Big Three Distributors) which we are hereby sharing with you.

ACTION STEP: Each Local Government must determine whether to sign the OneOhio Participation Form (Exhibit 6) by Friday, August 13, 2021, in order to be included in the settlement. The OneOhio Participation Form (Exhibit 6) must be executed by the proper authority, signed, dated and returned to Opioidsettlement@levinlaw.com or sent via overnight delivery to Levin Papantonio Rafferty Law Firm, Attention: Opioids Litigation, 316 South Baylen Street, Suite 600, Pensacola, Florida 32502. Additionally, please return a copy of the OneOhio Participation Form to us via email.

Additionally, if your local government does not meet prior to the deadline, but is required to do so to execute the Participation Agreement, please provide the date of your next meeting to us at the email address:

The applicable exhibits listed below, can be found at this link <https://spaces.hightail.com/space/cLfB1JGZOi>, which includes the following:

Exhibit 1. OneOhio Settlement Summary

Exhibit 2. Ohio Bonus Structure

Exhibit 3. Allocations to Ohio Municipalities

Exhibit 4. Frequently Asked Questions About The National Opioid Settlement with the Big Three Distributors and J&J

Exhibit 5. Case Management Order for Non-Participating Subdivisions

Exhibit 6. OneOhio Subdivision Participation Form

Exhibit 7. Sample Resolution for Participation Agreement

Exhibit 8. OneOhio Memorandum of Understanding and Exhibits

Additionally, documents pertaining to the National Opioid Settlement, including The Master Settlement Agreement (MSA), Executive Summary, FAQs, and additional publicly available settlement resources can be found at the following link: <https://nationalopioidsettlement.com>

Should you have any questions about the settlement or any of the available documents, please feel free to let us know and we will work to get you an answer.

▬

This e-mail message and any attachments are intended solely for members of The Ohio Municipal League. This email should not be disseminated, distributed, or copied unless to members in member municipalities.

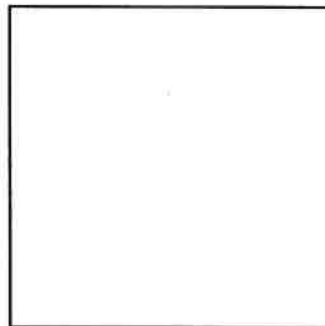
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The Ohio Municipal League | 175 S. Third Street, Suite 510, Columbus, OH 43215

[Unsubscribe lgambosi@middlefieldohio.com](mailto:lgambosi@middlefieldohio.com)

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RESOLUTION NO. 2021-27

INTRODUCED BY MAYOR MICHAEL DYLAN BRENNAN,

A RESOLUTION DECLARING THE STRUCTURE LOCATED ON THE PROPERTY AT 3708 MEADOWBROOK ROAD TO BE A PUBLIC NUISANCE AND DECLARING AN EMERGENCY

WHEREAS, the Building Department has provided a Notice of Violation to the owner of the Commercial Property located at 3708 Meadowbrook Road (the “Property”) on August 12, 2021, advising that extensive repair to the structure located thereon must be undertaken to comply with the applicable requirements of the City of University Heights Codified Ordinances; and

WHEREAS, the Housing and Community Development Director has determined and reported to Council his finding that the structure located on the Property in such a state of disrepair as to be a hazard to the health, safety and welfare of the public and has become a blighting and deteriorating factor in the neighborhood and will impair and adversely affect the value of the neighboring properties,

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

Section 1. The structure located on the Property is hereby declared to be a public nuisance pursuant to Chapter 1442 of the City of University Heights Codified Ordinances as it is in such a state of disrepair as to be a hazard to the health, safety and welfare of the public and has become a blighting and deteriorating factor in the neighborhood and will impair and adversely affect the value of the neighboring properties.

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

Section 3. This Resolution constitutes an emergency measure for the immediate preservation of public peace, health, and safety of the citizens of the City of University Heights, Ohio, and for the additional reason that the structure located on the Property is in such a state of disrepair as to be a hazard to the health, safety and welfare of the public and has become a blighting and deterioration factor in the neighborhood and will impair and adversely affect the value of the neighboring properties, and provided it receives the affirmative vote of not less than five (5) members of Council, it shall take effect immediately upon its passage and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Mayor Michael Dylan Brennan

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

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











































GPD GROUP
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Cleveland Office
5595 Transportation Blvd
Suite 100
Cleveland, OH 44125

tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

MEMORANDUM

Date: July 27, 2021

To: Geoff Englebrecht, Director of Housing and Community
Development

From: Joseph R. Ciuni, P.E., P.S.
City Engineer

Reference: 3708 Meadowbrook

I visited the above referenced site today and offer the following:

1. A gutter above the garage portion of the house failed many years ago. The water from this gutter has been running down the corner of the house where it meets the garage.
2. A wooden structural member of the house/garage in this corner where the house meets the garage, has failed due to rotting from the water draining onto it. It is not catastrophic, but it has failed and will eventually collapse.
3. I was told the second floor above this area shows signs of shifting (and although I did not see it, I believe it to be true based on the failed structural support below).

We hereby recommend the following:

1. No one can occupy this house until this rotted wood has been replaced and repaired to the satisfaction of the City Engineer.
2. Temporary support posts should be installed to shore up the area before further damage occurs.
3. The gutter should be repaired immediately to prevent more water from draining onto this area.
4. The owner must submit plans to the City Building Dept., stamped by an Engineer, detailing the means and methods to be used to repair this area.



3708 Meadowbrook





3708 Meadowbrook









University Heights

EVSE Quote - Update

July 15, 2021



Prepared By:

Brad Denham

Sales Executive

(859) 468-2844

bdenham@donovanenergy.com

Project Summary


EVBox BusinessLine Dual Port Networked	1
Cloud Network	5
Material Only <input type="checkbox"/>	
Turnkey <input checked="" type="checkbox"/>	

EVSE Summary


Networked Stations

- Billing and invoicing
- User/guest authorization
- Real-time secure data
- Mobile app access
- Remote upgrades
- Remote maintenance
- Demand response
- Adjustable rates
- Track station availability
- Future-proof – change/remove subscription at any time


 Up to 7.2kW

 LCD display, LED ring, and light guides

 OCPP 1.6 compliant

 Easy to install and maintain

 Integrated cable management system

 3-5 year warranty

 Wi-Fi and 4G

Financial Summary

Project Cost	\$ 21,029.00
Tax 0.00%	\$ 0.00
Net Project Cost	\$ 21,029.00

*The **Open Charge Point Protocol (OCPP)** makes sure your EV charging investment never becomes obsolete by giving you the ability to add or switch software providers at any time - like swapping out the SIM card in your cell phone.*



Our services relate directly to the procurement and/or installation of EVSE equipment. Donovan Energy makes no claim to the compatibility or compliance of ADA at the EVSE install site.

Quote

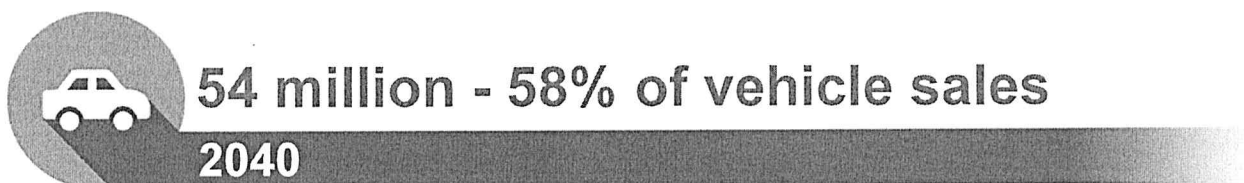
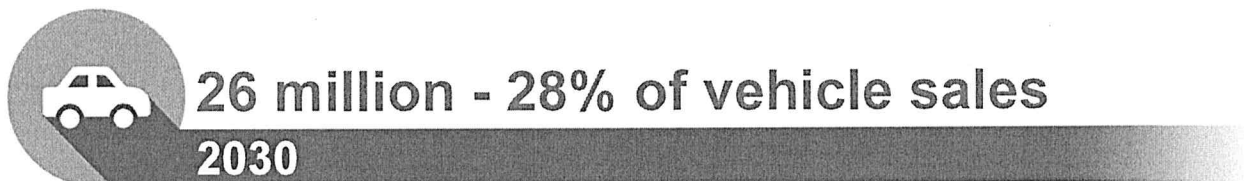
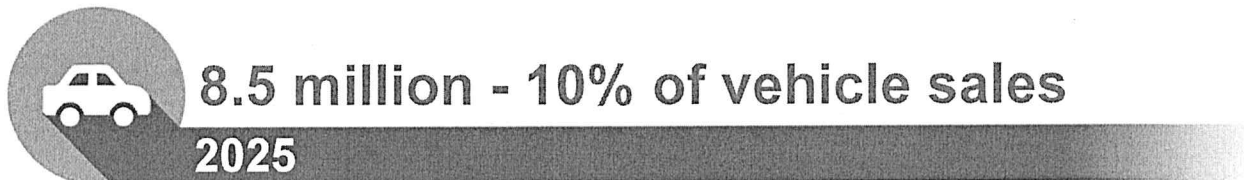
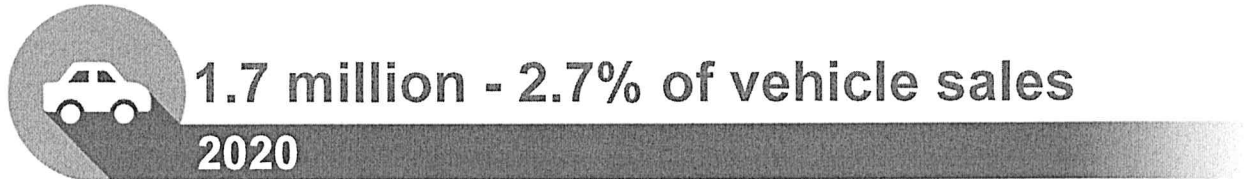
Qty	Description	Unit Cost	Extended Cost
1	EVBox BusinessLine Dual Port Station - Networked	\$ 3,550.00	\$ 3,550.00
5	AmpUp Cloud Network (5 years prepaid)	\$ 192.00	\$ 960.00
1	Station Commissioning	\$ 180.00	\$ 180.00
1	5-Year Extended Warranty	\$ 135.00	\$ 135.00
1	Signage	\$ 50.00	\$ 50.00
1	Project Management/Oversight	\$ 1,000.00	\$ 1,000.00
1	Combi Pole	\$ 190.00	\$ 190.00
1	Cable Holder	\$ 105.00	\$ 105.00
1	Concrete Curb (OPTIONAL)	\$ 1,700.00	\$ 1,700.00
1	Striping Spot (OPTIONAL)	\$ 275.00	\$ 275.00
1	Install Labor & Material	\$ 12,684.00	\$ 12,684.00

- Install [1] dual port EVBox BusinessLine unit in corner of parking lot near message sign
- Trenching, backfill, grass seed & patching of concrete/asphalt including GPRS scan prior to digging.
- Furnish and install [2] dedicated 40amp circuits w/ 1.25" conduit and 6#8 and 1#10
- Furnish and install [1] bollard to protect EV station
- Furnish and install meter socket, breaker box and disconnect on utility pole by street
- Work to be performed during normal working hours & sales tax is not included
- Utility coordination to be by owner.
- Any utility charges are not included and the utility tie-in by others

Material Cost	\$ 21,029.00
Freight	\$ 200.00
Sales Tax	
Total Cost	\$ 21,229.00

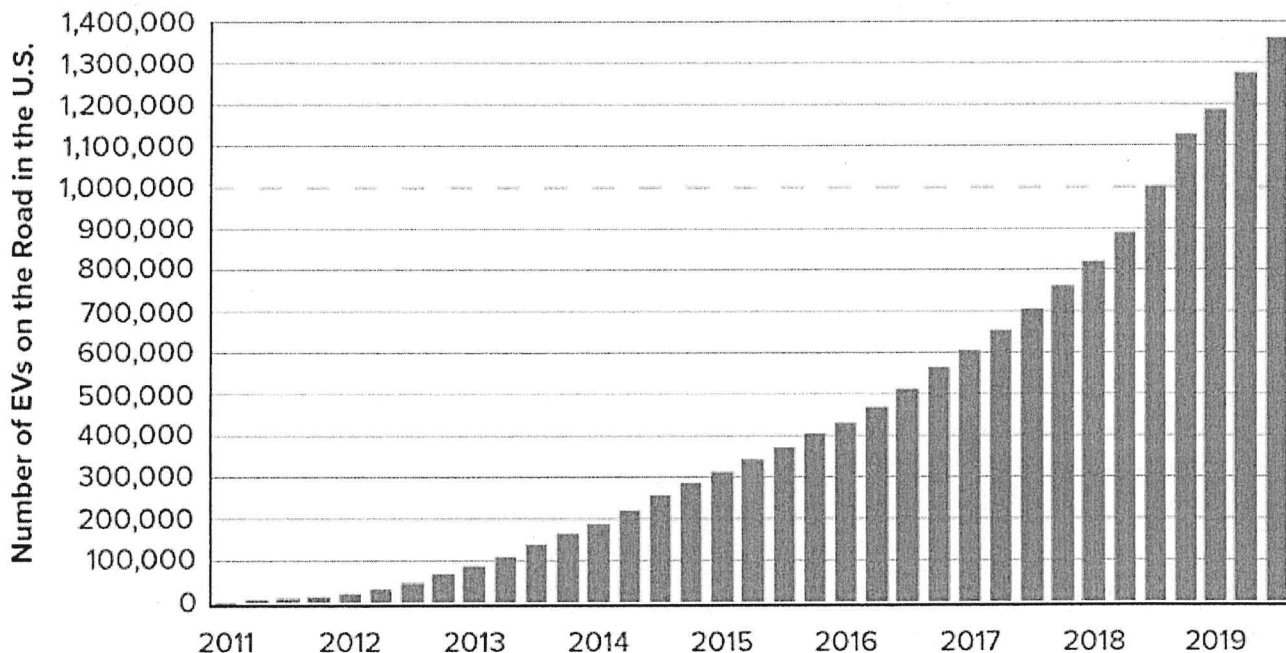
EV Sales

Passenger EV sales jumped from 450,000 in 2015 to 2.1 million in 2019. They will continue to rise as battery prices fall, energy density improves, more charging infrastructure is built, and sales spread to new markets



By 2040, over half of all passenger vehicles sold will be electric.

ELECTRIC VEHICLES ON THE ROAD IN THE U.S.



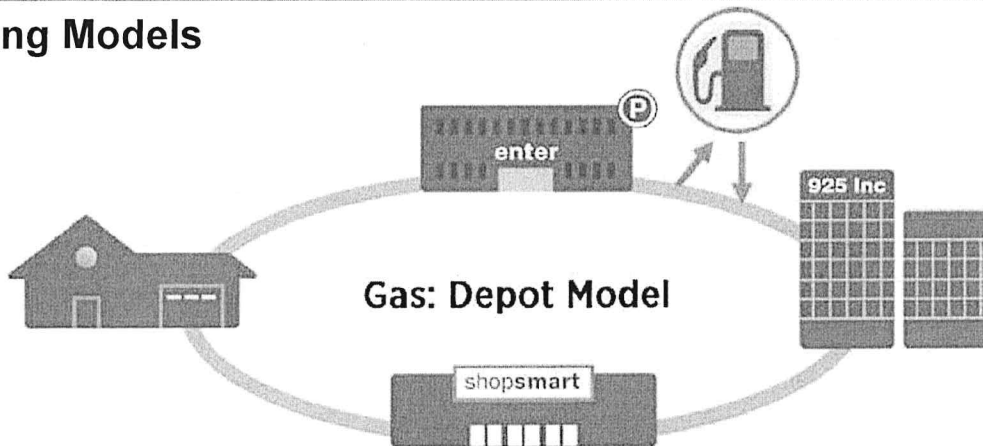
Source: insideEVs.com and HybridCars.com

As of September 30, 2019,
MORE THAN
1.3 million
ELECTRIC VEHICLES
were on U.S. roads.

EV share of new car sales
GREW TO
2.6%
in September 2019,
a high for the year.

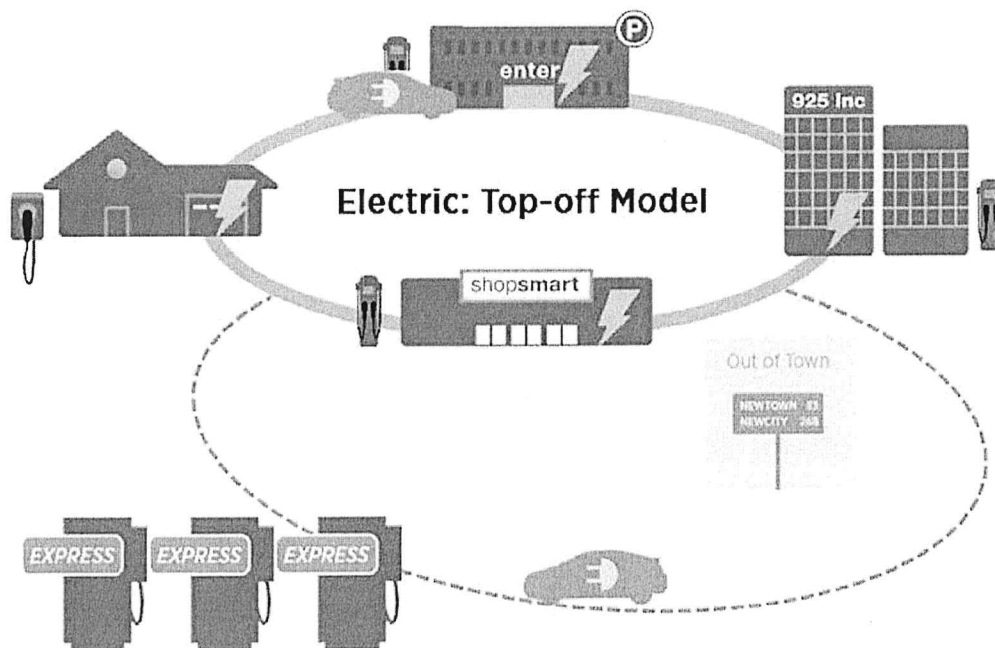
Things to Know About EV Charging

Fueling Models



With fueling, you have to fill your car so you can get between Point A and Point B

As fuel options have evolved to include electricity, the fueling model has also transformed from a depot-based model to a top-off model. In a depot-based model, drivers leave their intended route to a particular destination to stop and quickly refuel



With the top-off model, Point A and Point B offer charging options, so you don't need to stop in between.

EV drivers prefer to use the opportunity to top-off their cars where they are parked. EV drivers don't wait until their cars reach empty to refuel. This top-off model is more convenient and efficient as the drivers can connect their cars to a charging station as they park and continue their normal activity, such as work, shopping, etc...



How To Get Started

TOTAL PROJECT COST..... **\$ 21,229.00**

Payment Terms:

- The project will commence upon receipt of the deposit and the balance will be due Net 30 from job completion.
- Change orders will be approved in advance and billed in final payment.
- This proposal represents a total fixed price, excluding any change orders or add-ons.
- All rebates and incentives are subject to the terms and conditions of the rebate provider and not controlled or guaranteed by Donovan Energy.
- This proposal may include various grants, rebates, and incentives offered but government agencies, utilities, commissions, and other funding sources. In all cases, the availability, terms, and conditions of these offerings are subject to the terms and conditions of the specific program quoted.
- **Our pricing assumes the utility's blessing for a new meter and we have based our pricing on the spots closest to the utility pole. If the utility will not allow a new meter and a new source of power is required then we will need to re-evaluate the project cost.**

Our services relate directly to the procurement and/or installation of EVSE equipment. Donovan Energy makes no claim to the compatibility or compliance of ADA at the EVSE install site.

CUSTOMER SIGNATURE

Date_____

DONOVAN ENERGY SIGNATURE

Date_____



Terms and Conditions

TERMS AND CONDITIONS

These Terms and Conditions ("Terms"), and the purchase order that accompanies or incorporates them (the "Purchase Order," and together with these Terms, the "Contract") constitute the sole and exclusive terms on which Donovan Energy, LLC ("Company") agrees to be bound to Customer. Any acceptance of the Purchase Order shall be deemed to include acceptance of the express terms contained herein.

- 1. Purchase of Products.** Customer's purchase of Products shall be made by binding, written purchase order ("Purchase Order") specifying the number and model of Products desired to be purchased, requested delivery schedule, and installation services (if any), and that Customer's purchase of Products is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in the Purchase Order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to specifically accept such terms and conditions.
 - 2. Acceptance of Purchase Orders.** All purchase orders and modifications thereto are subject to acceptance or rejection by Company in its sole discretion. No purchase order shall be binding upon Company unless and until so accepted in writing by Company. Company agrees to use commercially reasonable efforts to notify Customer of its acceptance or rejection of Customer's order within ten (10) business days after receipt thereof. Any purchase order accepted by Company is non-cancelable, non-returnable and non-refundable.
 - 3. Price Adjustments.** Notwithstanding Section 2 to the contrary, price adjustments may be made by Company at any time prior to Customer's acceptance of these Terms. Price adjustments may be made by Company after such acceptance from time to time upon written notice to account for (i) any increase in variable costs (such as raw materials or energy), (ii) any material change in any domestic or international tariffs or market conditions that substantially impacts Company's costs or operations, or (iii) any environmental, safety, or regulatory standard that substantially impacts Company's costs or operations.
 - 4. Delivery.** Company will take reasonable efforts to comply with Customer's requested delivery schedule. Company shall not be liable for delivery delays beyond its control, including delays caused by manufacturers. All shipments are FOB shipping point, and the risk of loss passes to Customer upon shipment.
 - 5. Subscription for Cloud Services.** Some of the Products are designed to work with cloud-based application services ("Cloud Services") provided and managed by third party services providers ("Cloud Services Providers"). Fees for any subscriptions to Cloud Services shall be paid directly to the Cloud Services Providers, pursuant to separate agreement.
 - 6. Security Interest.** AS COLLATERAL SECURITY FOR ALL OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT, CUSTOMER HEREBY GRANTS COMPANY A FIRST PRIORITY SECURITY INTEREST IN ALL PRODUCTS PURCHASED OR TO BE PURCHASED HEREUNDER TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER SHALL, AT COMPANY'S EXPENSE, TAKE ALL COMMERCIALY REASONABLE ACTION REQUIRED BY COMPANY TO FURTHER EVIDENCE OR PERFECT SUCH SECURITY INTEREST, OR BOTH, INCLUDING WITHOUT LIMITATION EXECUTING AND DELIVERING A SEPARATE SECURITY AGREEMENT AND UCC-1 FINANCING STATEMENT USING A FORM TO BE PROVIDED BY COMPANY. CUSTOMER HEREBY APPOINTS COMPANY AS ITS ATTORNEY-IN-FACT SOLELY FOR PURPOSES OF FILING THE UCC FINANCING STATEMENTS ON ITS BEHALF.
 - 7. Taxes & Duties.** All amounts due to Company under the Contract are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Products by or to Customer, other than taxes measured by Company's income, corporate franchise, or personal property ownership.
 - 8. Invoice Disputes.** In the event Customer disputes any portion or all of an invoice or any other amount due hereunder, Customer shall pay the undisputed amount in accordance with the Contract, and provide to Company, within five (5) days after receipt of the disputed invoice, a written statement explaining Customer's reason for believing the invoice to be in error. Company will consider in good faith whether the invoice was in error and shall credit Customer's account in the amount of the error if Company determines that an error occurred. Unless written notice of a dispute as to invoice amounts is received by Company within such five (5) day period, the invoice shall be deemed correct and payable in full by Customer. Company reserves the right to suspend further shipments of Products if Customer is over thirty (30) days late in payment of an undisputed invoice. Company reserves the right to terminate the order if Customer is over sixty (60) days late in payment of an undisputed invoice.
 - 9. Remedies upon Payment Default.** Upon Customer's default of these terms, Company may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Customer, declare the entire balance of Customer's account immediately due and payable or foreclose any security interest in the Products delivered. Customer agrees to pay interest in the amount of 1.5% per month on any past due amounts until collected and Customer further agrees to pay all costs of collection incurred by Company, including fees and expenses charged by attorneys and/or collection agencies.
 - 10. Installation of Products.** At Customer's request, Company shall be responsible for arranging for the installation and provisioning of the Products, at Customer's sole cost and expense. Company retains the right to contract with a subcontractor of its choice, provided however that company shall enter into a subcontractor agreement with a subcontractor that possesses the requisite expertise and equipment necessary and appropriate to perform the
-

installation services, in Company's sole discretion. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, COMPANY IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

11. **Warranties & Limitation of Liability.**

- A. **Warranty.** With respect to all Products, the manufacturer's warranty ("Warranty"), if any, constitutes the sole warranty with respect to the sale of the Products and Customer shall look solely to the manufacturer in the event of any defect or non-conformity of the Products. Company will reasonably cooperate with Customer in efforts to recover from manufacturer under the terms of the Warranty. Notwithstanding the foregoing, Company will not be liable under any circumstances for any breach of warranty claims or for any damages arising out of Manufacturer's failure to honor its warranty obligations.
- B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE PRODUCTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE PRODUCTS.
- C. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF CUSTOMER IN CONNECTION HERewith, SUCH AS LOSS OF PRODUCTION, LOSS OF ANTICIPATED SAVINGS, ANTICIPATED PROFITS, ANTICIPATED UP-TIME OR DAMAGES OF ANY THIRD PARTY ASSERTED AGAINST CUSTOMER. CUSTOMER'S SOLE REMEDY FOR ANY BREACH BY COMPANY OF ITS OBLIGATIONS OR WARRANTIES HEREUNDER SHALL BE REFUND BY COMPANY OF ALL OR A PART OF THE PURCHASE PRICE OF THE NONCONFORMING PRODUCTS. THE REMEDIES CONTAINED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO NONCONFORMANCE OF THE PRODUCTS.

- 12. **Notices.** Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one party to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.
 - 13. **Controlling Law and Venue.** These Terms shall be governed in all respects by the laws of the State of Ohio, exclusive of conflicts of law principles. The State and Federal courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms.
 - 14. **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.
 - 15. **Capacity attributes of energy efficiency products.** Company shall retain ownership and control of the capacity attributes of all energy efficiency products sold and installed, other than those already owned and controlled by a third party through the provision of incentives or rebates. Regardless, Customer does not own and control the capacity attributes and may not offer them, or prevent them from being offered, into capacity auctions or markets operated by PJM or any other regional transmission organization or similar entity. Customer shall have no claim on any revenues associated with the offering of capacity resources attached to the energy efficiency products, and Customer shall not be responsible for any costs or liabilities associated with the offering of said resources.
 - 16. **Miscellaneous.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, provided, however, that Customer may not assign these Terms or any of its licenses, rights or duties hereunder without the prior written consent of the Company in its reasonable discretion, and any attempted assignment in violation of this provision shall be void. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party. The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Contract constitutes the entire agreement between the parties regarding its subject matter.
-

BusinessLine

business charging solution (networked)

EVBOX

**DONOVAN
ENERGY**

Up to 7.4 kW

OCPP 1.6+ compliant

ENERGY STAR® certified

Durable, low maintenance

Work within your circuit capacity to reduce installation costs

Divide energy evenly between all active sessions with Dynamic Load Balancing

Manage users, control pricing, and collect revenue remotely

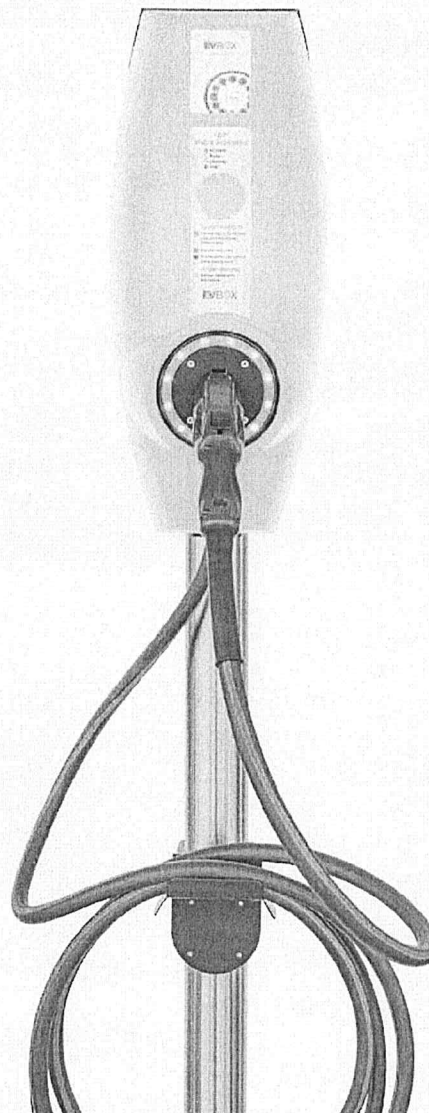
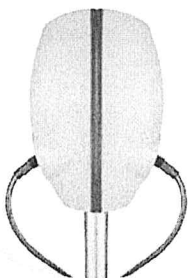
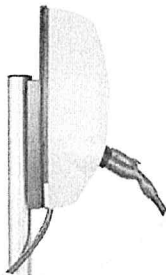
Operate multiple charging stations easily and cost-effectively

Reduce consumption during high energy demand times with Smart Scheduling

Participate in Demand Response utility events to avoid peak demand charges

Monitor and settle your charging costs remotely

Initiate charging sessions with either RFID access or mobile app



evbox.us

Technical features

Charging capacity per connector	Up to 7.4 kW
Connector type	SAE J1772™
Number of connectors	1 or 2
Certification	UL, cUL, CE, ENERGY STAR®
Power output	208V–240V, single phase 32A
Temperature range (°F)	-22°F to +130°F (UL certified for -22°F to +104°F)
Temperature range (°C)	-30°C to +55°C (UL certified for -30°C to +40°C)
Humidity (non-regulating)	Max. 95%
Authorization	Keyfob / RFID card / Mobile app
Status indication	LED ring
Communication	GPS / GSM / UMTS / GPRS modem / Controller with RFID reader
Communication protocol	OCPP 1.2, 1.5, 1.6S and 1.6J
Payment	Via service provider



Physical features

Designed according to Protection	IEC 61851-1 (2010), EC 61851-22 (2002) NEMA-3R
Installation standards	EN 1010, IEC 61851-1 (2010), IEC 61851-22 (2002), IEC 60364-4-41 (2007), EN 62196-1 (2003), EN 60335-1 (2012), AC (2014)
Housing	Polycarbonate
Dimensions (in)	10 x 8 x 24 in (L x W x H) BusinessLine Single 10 x 16 x 24 in (L x W x H) BusinessLine Double
Dimension (mm)	255 x 205 x 600 mm (L x W x H) BusinessLine Single 255 x 410 x 600 mm (L x W x H) BusinessLine Double
Weight (lbs)	35 lbs (max.) BusinessLine Single 60 lbs (max.) BusinessLine Double
Weight (kg)	16 kg (max.) BusinessLine Single 28 kg (max.) BusinessLine Double
Mounting	Wall / Pole / Retractor system (for two ports on a retractor, choose two BusinessLine Single units)
Standard colors	White (RAL 9016), Dark grey (RAL 7016), Blue (RAL 5017)
Cable (ft)	18 or 25 foot cable (SAE J1772)
Cable (m)	6 or 8 meter cable (SAE J1772)

Who we are

We are the industry leader in EV charging stations, with over 60,000 installed in over 45 countries. EVBox provides the most reliable EV stations and network services for every location — from homes to businesses and highways.

What we offer

Our charging stations come with a wide array of energy management solutions. Smart Charging features like peak shaving and load balancing ensure your energy is used in the most efficient and cost-effective way possible.

How we are different

We believe you should be free to offer charging your way. Thanks to interoperability, you can choose between our multiple network options, or start un-networked and upgrade later — 100% future-proof.

Why we do it

Our goal is to advance electric mobility by giving EV drivers a place to charge — wherever they are. Transportation accounts for over 25% of global CO2 emissions, which is why we need to make the transition to EV a seamless one.

we are **EVBOX**

60,000+
charging points
worldwide





700+
fast charging
points worldwide





45+
countries
equipped

36M+
kWh
charged

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OPERATING INSTRUCTIONS

LED ring color	What it means	What to do
 <p>LED ring off or green.</p>	<p>Iqon is ready for use.</p>	<ul style="list-style-type: none"> • Activate the Iqon touchscreen. • Select the payment method (for example, CPO card, or QR code). • Select the charging cable to use.
 <p>LED ring flashing green.</p>	<p>Payment method is being authorized.</p>	<p>Wait until the LED ring turns blue.</p>
 <p>LED ring blue.</p>	<p>Iqon is charging the vehicle.</p>	<ul style="list-style-type: none"> • Extend the selected charging cable and plug it into the vehicle. • Charging can be stopped at any time. • Wait until the vehicle has charged.
 <p>LED ring yellow.</p>	<p>The car is fully charged.</p>	<ul style="list-style-type: none"> • Stop the charging session using the payment method used for activation (for example, CPO card, or QR code). • Unplug the charging cable from the vehicle. • Retract the charging cable and place the plug into the holder.

LED ring color	What it means	What to do
 <p>LED ring flashing yellow.</p>	<p>Charging session is in queue (applicable for Smart Charging only).</p>	<p>When power becomes available, charging will start or resume and the LED ring will turn blue.</p>
 <p>LED ring red.</p>	<p>An error has occurred.</p>	<ul style="list-style-type: none"> • Place the plug correctly back into the holder on Iqon. • Check Troubleshooting on page 35 for a solution. If you cannot solve the issue, contact your EVBox installer or supplier.
 <p>LED ring flashing red.</p>	<p>Selected payment method is not authorized.</p>	<ul style="list-style-type: none"> • Check the error shown on the touchscreen. • Check if the charging station is connected to a CMP. • Whitelist the user. • Contact the charge card service operator.
 <p>LED ring flashing purple.</p>	<p>Iqon is in Bluetooth pairing mode and ready to pair with the EVBox app.</p>	<p>See Commission EVBox Iqon on page 31.</p>

MEMORANDUM OF UNDERSTANDING

by and between

CUYAHOGA COUNTY, OHIO

and

CITY OF UNIVERSITY HEIGHTS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2021 (“effective date”), by and between the County of Cuyahoga, Ohio (hereinafter called the “COUNTY”) and City of UNIVERSITY HEIGHTS (hereinafter called “CITY”)

WHEREAS, the County has adopted an ordinance enacting Chapters 723 and 1303 of the Cuyahoga County Code authorizing Bicycle and Scooter Share Licensing; and

WHEREAS, Chapter 1303 of the Cuyahoga County Code authorizes the Director of Sustainability to enter into agreements with municipalities within Cuyahoga County to expand Bicycle and Scooter Share operations throughout the County and to distribute payment of fees collected under the Bicycle and Scooter Share program to the municipalities;

The County and CITY hereto agree as following understanding:

I. County Responsibilities

- A. The County will direct all Bicycle and Scooter Share companies that have a license from the County (“Companies”) to remit the per trip fee established under County Code § 1303.01(C) directly to CITY for all trips that originated in CITY on a monthly basis. The County will direct the Companies to send these payments to the following address or account:

2300 WARRENSVILLE CENTER ROAD UNIVERSITY HEIGHTS, OH 44118

- B. The County will provide CITY with contact information, including a local representative, for all Companies, regardless of whether they are operating within CITY.
- C. The County will direct any of the Companies that plan on operating within CITY to maintain a minimum and/or maximum number of bicycles, scooters, and other micro-mobility devices as determined by CITY in its sole discretion if it chooses to set such a limit.
- D. The County will direct any of the Companies that plan on operating within CITY of any locations within CITY that CITY has determined in its sole discretion as locations where bicycles, scooters, and other micro-mobility devices in the Bicycle and Scooter Share

program will be rebalanced.

- E. The County will share any data provided by the Companies with CITY upon request and under the same terms and conditions by which the data is shared with the County.
 - F. The County will require all Companies to provide adequate insurance and indemnification to CITY, regardless of whether they are operating within CITY.
- II. CITY responsibilities
- A. CITY will provide the County, if they desire, any minimum and/or maximum number of bicycles, scooters, and other micro-mobility devices it requires any of the Companies to maintain before operating within CITY. CITY will provide the County with notice of any change to these numbers.
 - B. CITY will provide the County with any locations within CITY that CITY has set as locations where bicycles, scooters, and other micro-mobility devices in the Bicycle and Scooter Share program will be rebalanced. CITY will provide the County with notice of any changes to these locations.
 - C. CITY will refrain from requiring Companies to obtain additional permits, licenses, or other authorizations before operating within CITY. This section does not prohibit CITY from enacting and enforcing its own laws and regulations concerning traffic, the public right-of-way, and other similar areas.
 - D. CITY will provide the County with any short or long term geographic restrictions within CITY including areas of CITY where mobility devices are prohibited and/or speed is restricted including in business districts.
- III. Term - This MOU shall begin on the effective date and shall have no expiration. This MOU may be terminated by either party by written notice, effective upon receipt.
- IV. Amendment - This MOU constitutes the entire agreement of the parties in the subject matter hereof and may not be changed or modified except by written agreement executed by the COUNTY and CITY.
- V. Indemnification – Both parties acknowledge that as political subdivisions of the State of Ohio, neither party is obligated to indemnify the other party under this MOU. CITY does not guarantee that the sidewalks and roadways where bicycles, scooters, and other micro-mobility devices will be parked and used are suitable for such purpose and the parties agree to hold each other harmless against any claims regarding the suitability of the sidewalks and roadways for such purpose.
- VI. Governing Law and Jurisdiction - This MOU shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions.
- VII. Electronic Signatures - By entering into this MOU, CITY agrees that all documents requiring County signatures may be executed by electronic means and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. CITY also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they

pertain to electronic transactions, and to comply with the electronic signature policy of the County.

The COUNTY and CITY have executed this MOU as of the date first above written.

Cuyahoga County, Ohio

By: _____
Mike Foley, Director of Sustainability

The City of University Heights, Ohio

By: _____

Name: _____

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

By: _____
Jonathan McGory
Assistant Director of Law

Date: _____

Ordinance No. **115-2020**

By- Mayor Holzheimer Gail

An ordinance amending Section 301.22 "Motorized Bicycle" and enacting sections 301.221 "Electric Scooter," 301.222 "Mobility Device," and 301.223 "Shared Mobility Device and Bicycle Vendor" of Chapter 301 "Definitions" and amending sections 371.01 "Code Application to Bicycles," 371.02 "Riding Upon Seats; Carrying Packages; Motorcycle Handle Bars; Helmets and Glasses," 371.03 "Attaching Bicycles, Motorcycles to Other Vehicles," 371.04 "Riding on Right Side of Roadway; Riding Abreast," 371.05 "Lights, Signal Devices, Brakes on Bicycles," 371.07 "Riding Bicycles on Controlled-Access Highways, Expressways, Etc.," 371.08 "Safe Riding Regulations for Bicycles," 371.09 "Parking; Locks," 371.10 "Registration of Bicycles Required; Reciprocal Agreements" of Chapter 371 "Bicycles and Motorcycles Generally" of the Traffic Code of the Codified Ordinances of the City of Euclid to provide for regulations concerning electric scooters and shared mobility devices.

WHEREAS, Cuyahoga County has entered into an agreement with various vendors to encourage the use of mobility devices throughout the County wherein a municipality may opt-in to the agreement; and

WHEREAS, under the agreement, municipalities that opt-in will receive a \$0.15 per trip fee for all trips that originate within that municipality; and

WHEREAS, Cuyahoga County has requested that any municipality that opts-in to the agreement for the use of shared mobility devices within its jurisdiction agree that the County will have sole business licensing authority; and

WHEREAS, each municipality that opts-in to the agreement may direct where the rebalancing stations for the mobility devices will be located within its boundaries and may further enact and enforce its own laws and regulations concerning traffic and the public right-of-way as they relate to mobility devices; and

WHEREAS, the cities of Cleveland Heights, Cleveland, Shaker Heights, Euclid, South Euclid, University Heights, and Lakewood, along with Cuyahoga County, have worked collaboratively in an attempt to establish uniform guidelines and regulations governing the usage of mobility devices for the benefit and ease of the users; and

WHEREAS, this Council recognizes that shared mobility is key to reducing environmental impact, decreasing motor vehicle traffic, and improving access to other forms of transportation; and

WHEREAS, the rental of shared mobility devices and bicycles is a fast-emerging industry; and

WHEREAS, establishing regulations for shared mobility devices is critical to ensuring the health, safety, and well-being of shared mobility riders, pedestrians and other users of the public right-of-way, and the general public.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That Section 301.22 "Motorized Bicycle" of the Traffic Code of the Codified Ordinances of the City of Euclid be and the same is hereby amended to read as follows:

301.22 ELECTRONIC BICYCLE; MOTORIZED BICYCLE

"Electronic Bicycle" or "e-bike" means a two-wheeled device that has handlebars, a seat, and pedals designed to be operated similar to a bicycle, and is powered by electricity. The electricity is stored on board in a rechargeable battery.

"Motorized bicycle" means any vehicle having either two tandem wheels or one wheel in the front and two wheels in the rear, that is capable of being pedaled, and is equipped with a helper motor of not more than 50 cubic centimeters piston displacement which produces no more than one brake horsepower, and is capable of propelling the vehicle at a speed of no greater than 20 miles per hour on a level surface.

Section 2: That Sections 301.221 "Electric Scooter," 301.222 "Mobility Device" and 301.223 "Shared Mobility Device and Bicycle Vendor" of the Traffic Code of the Codified Ordinances of the City of Euclid be and the same are hereby enacted to read as follows:

301.221 ELECTRIC SCOOTER

"Electronic scooter" or "e-scooter" means a two-wheeled device that has handlebars, a floor board, designed to be stood upon when operating and is powered by electricity. Some devices of this type are equipped with a seat, but none has operable pedals. The electricity is stored on board in a rechargeable battery.

301.222 MOBILITY DEVICE

"Mobility device" means small mobility devices, such as an e-scooter, e-bike or other similar device. A mobility device does not include those designed solely for use by a child, those used as assistive mobility devices by persons with disabilities, or those defined as an electric personal assistive mobility device.

301.223 SHARED MOBILITY DEVICE AND BICYCLE VENDOR

"Shared mobility device and bicycle vendor" means an entity approved to use/occupy the public right-of-way for offering shared mobility devices, such as a bicycle, scooter, e-bike, e-scooter, or any other mobility device, to subscribers on a fee basis subscription for short-term rental in point-to-point trips.

Section 3: That Sections 371.01 "Code Application to Bicycles," 371.02 "Riding Upon Seats; Carrying Packages; Motorcycle Handle Bars; Helmets and Glasses," 371.03 "Attaching Bicycles, Motorcycles to Other Vehicles," 371.04 "Riding on Right Side of Roadway; Riding Abreast," 371.05 "Lights, Signal Devices, Brakes on Bicycles," 371.07 "Riding Bicycles on Controlled-Access Highways, Expressways, Etc.," 371.08 "Safe Riding Regulations for Bicycles," 371.09 "Parking; Locks," 371.10 "Registration of Bicycles Required; Reciprocal Agreements" of Chapter 371 "Bicycles and Motorcycles Generally" of the Traffic Code of the Codified Ordinances of the City of Euclid be and the same is hereby amended to read as follows:

371.01 CODE APPLICATION TO BICYCLES AND MOBILITY DEVICES.

(a) The provisions of this Traffic Code which are applicable to bicycles or mobility devices apply whenever a bicycle or mobility device is operated upon any street or upon any path set aside for the exclusive use of bicycles or mobility devices.

(ORC 4511.52)

(b) Except as provided in division (d) of this section, a bicycle or mobility device operator who violates any section of the Traffic Code described in division (a) of this section that is applicable to bicycles or mobility device may be issued a ticket, citation, or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle or mobility device shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in division (d) of this section, in the case of a violation of any section of the Traffic Code described in division (a) of this section by a bicycle or mobility device operator or by a motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle or mobility device riders at the time of the violation, the court, notwithstanding any provision of the Traffic Code to the contrary, may require the bicycle or mobility device operator or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by the Traffic Code for that violation.

(d) Divisions (b) and (c) of this section do not apply to violations of Section 333.01.

(e) Every person operating a bicycle or mobility device shall obey the instructions of official traffic control devices and signals applicable to vehicles, unless otherwise directed by a police officer.

Penalty - see Sections 307.01, 307.02 and 371.16

371.02 RIDING UPON SEATS; CARRYING PACKAGES; MOTORCYCLE HANDLE BARS; HELMETS AND GLASSES.

(a) For purposes of this section, "snowmobile" has the same meaning as given that term in Ohio R.C. 4519.01.

(b) A person operating a bicycle, or mobility device or motorcycle shall not ride other than upon the permanent and regular seat attached thereto, nor carry any other person upon such bicycle, or mobility device or motorcycle other than upon a firmly attached and regular seat thereon, nor shall any person ride upon a bicycle, or mobility device or motorcycle other than upon such a firmly attached and regular seat.

(c) A person operating a mobility devices without a permanent and regular seat attached thereto shall not ride other than standing upon the footboard.

—(e) (d) A person shall ride upon a motorcycle only while sitting astride the seat, facing forward, with one leg on each side of the motorcycle.

~~(d)~~ (e) No person operating a bicycle or mobility device shall carry any package, bundle, or article that prevents the driver from keeping at least one hand upon the handlebars.

(e) (f) No bicycle, mobility device or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped, nor shall any motorcycle be operated on a highway when the handlebars or grips are more than 15 inches higher than the seat or saddle for the operator.

~~(f)~~ (g) No person shall operate or be a passenger on a snowmobile or motorcycle without using safety glasses or other protective eye device. No person who is under the age of 18 years, or who holds a motorcycle operator's endorsement or license bearing a "NOVICE" designation that is currently in effect as provided in Ohio R.C. 4507.13, shall operate a motorcycle on a highway, or be a passenger on a motorcycle, unless wearing a protective helmet on his or her head, and no other person shall be a passenger on a motorcycle operated by such a person unless similarly wearing a protective helmet. The helmet, safety glasses, or other protective eye device shall conform with regulations prescribed and promulgated by the Director of Public Safety. The provisions of this division or a violation thereof shall not be used in the trial of any civil action. (ORC 4511.53)

371.03 ATTACHING BICYCLES, MOBILITY DEVICES, MOTORCYCLES TO OTHER VEHICLES.

(a) No person riding upon any motorcycle, bicycle, mobility device, roller skates, sled or toy vehicle shall attach the same or himself or herself to any vehicle upon a roadway.

(b) No operator shall knowingly permit any person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle to attach the same or himself or herself to any vehicle while it is moving upon a roadway.

(c) This section does not apply to towing a disabled vehicle.

(ORC 4511.54)

Penalty - see Sections 307.01, 307.02 and 371.16

371.04 RIDING ON RIGHT SIDE OF ROADWAY; RIDING ABREAST.

(a) Every person operating a bicycle or mobility device upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons riding bicycles, mobility devices, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles or motorcycles.

(ORC 4511.55)

(c) This section does not require a person operating a bicycle or mobility device to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle or mobility device and an overtaking vehicle to travel safely side by side within the lane.

(Ord. 81-2016. Passed 6-20-16.)

Penalty - see Sections 307.01, 307.02 and 371.16

371.05 LIGHTS, SIGNAL DEVICES, BRAKES ON BICYCLES OR MOBILITY DEVICES.

(a) Every bicycle or mobility device when in use at the times specified in Ohio R.C. 4513.03 or a substantially equivalent municipal ordinance shall be equipped with the following:

(1) A lamp on the front that shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator-powered lamp that emits light only when the bicycle or mobility device is moving may be used to meet this requirement.

(Ord. 81-2016. Passed 6-20-16.)

(2) A red reflector on the rear of a type approved by the Director of Public Safety that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(3) A lamp emitting a red light visible from a distance of 500 feet to the rear shall be used in addition to the red reflector.

(4) An essentially colorless reflector on the front of a type approved by the Director.

(5) Either with tires with retroreflective sidewalls or with an essentially colorless or amber reflector mounted on the spokes of the front wheel and an essentially colorless or red reflector mounted on the spokes of the rear wheel. Each reflector shall be visible on each side of the wheel from a distance of 600 feet when directly in front of lawful lower beams of head lamps on a motor vehicle. Retroreflective tires or reflectors shall be of a type approved by the Director.

(b) No person shall operate a bicycle or mobility device unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least 100 feet, except that a bicycle or mobility device shall not be equipped with nor shall any person use upon a bicycle or mobility device any siren or whistle.

(c) Every bicycle or mobility device shall be equipped with an adequate brake when used on a street or highway.

(ORC 4511.56)

Penalty - see Sections 307.01, 307.02 and 371.16

371.07 RIDING BICYCLES OR MOBILITY DEVICES ON CONTROLLED-ACCESS HIGHWAYS, EXPRESSWAYS, ETC.

No person shall ride a bicycle or mobility device in, along or upon controlled-access highways, expressways, freeways or throughways within the City.

Penalty - see Sections 307.01, 307.02 and 371.16

371.08 SAFE RIDING REGULATIONS FOR BICYCLES OR MOBILITY DEVICES.

(a) Whenever a person is riding a bicycle or mobility device upon a sidewalk or street, such person shall yield the right of way to any pedestrian and shall give an audible signal before attempting to overtake and pass a pedestrian or another bicycle or mobility device. This audible signal must be given only by bell or other warning device capable of giving an audible signal and shall be given at such a distance and in such a manner as not to startle the person being overtaken and passed.

(b) Whenever a person is riding a bicycle or mobility device upon a sidewalk, the person, before overtaking and passing a blind person carrying a white or metallic cane, shall dismount and overtake or pass on foot.

(c) When a bicycle or mobility device is operated on the street, the operator shall give hand signals before turning, changing lanes or stopping. Such signals shall conform with Section 331.14.

(d) No person shall operate a bicycle or mobility device:

(1) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(2) Without exercising reasonable and ordinary control over such bicycle or mobility device;

(3) In a weaving or zigzag course, unless such irregular course is necessary for safe operation in compliance with law;

(4) Without both hands upon the handle grips, except when necessary to give the required hand and arm signals, or as provided in Section 373.02(d); or

(5) At a speed greater than is reasonable and prudent under the conditions then existing.

(6) No person operating an e-scooter shall exceed a speed greater than 15 miles per hour.

(e) The operator of a bicycle or mobility device emerging from or turning into an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alley, driveway or building, yield the right of way to all pedestrians approaching on such sidewalk area. Upon entering the street, such operator shall yield the right of way to all vehicles approaching on such street.

(f) No person shall engage in trick riding on streets or sidewalks or on public property.

Penalty - see Sections 307.01, 307.02 and 371.16

371.09 PARKING; LOCKS.

(a) No person shall park a bicycle or mobility device upon a sidewalk in such a manner as to interfere with pedestrian traffic or damage the property of another. This includes ADA ramps, areas departing to and from buildings, and at transit stops.

(b) No person shall park a bicycle or mobility device upon a roadway, in parking spots or loading zones, in such a manner as to interfere with vehicular traffic.

(c) No bicycle shall remain unlocked when parked upon any public way or place.

(d) All bicycles and mobility devices must be parked in an upright position.

Penalty - see Sections 307.01, 307.02 and 371.16

371.10 REGISTRATION OF BICYCLES REQUIRED; RECIPROCAL AGREEMENTS.

(a) No person shall operate a bicycle upon the sidewalks, streets, avenues, boulevards, public ways or parkways of the City, unless such bicycle is registered and tagged as provided herein. However, the Mayor is authorized and directed to enter into reciprocal agreements between the City and any other municipality, which agreements shall provide that, in consideration of a like exemption to bicycles registered in this City, where the owner of any bicycle has complied with the provisions of law in regard to the registration of such bicycle in the municipality of his or her residence, and where such provisions of law are substantially like the provisions of this chapter, then such bicycle may be operated in this City without the payment of any license fee or without registration. However, all bicycles operated within the City must comply with the other provisions of this chapter which pertain to the operation of bicycles.

(b) Mobility devices registered to a Shared Mobility Device and Bicycle Vendor are exempt from local registration, licensing and tagging requirements.

Penalty - see Sections 307.01, 307.02 and 371.16


Section 4: That Sections 301.221 "Electric Scooter," 301.222 "Mobility Device" and 301.223 "Shared Mobility Device and Bicycle Vendor" of the Traffic Code of the Codified Ordinances of the City of Euclid be and the same are hereby enacted.

Section 5: That sections 301.22 "Motorized Bicycle," 371.01 "Code Application to Bicycles," 371.02 "Riding Upon Seats; Carrying Packages; Motorcycle Handle Bars; Helmets and Glasses," 371.03 "Attaching Bicycles, Motorcycles to Other Vehicles," 371.04 "Riding on Right Side of Roadway; Riding Abreast," 371.05 "Lights, Signal Devices, Brakes on Bicycles," 371.07 "Riding Bicycles on Controlled-Access Highways, Expressways, Etc.," 371.08 "Safe Riding Regulations for Bicycles," 371.09 "Parking; Locks," 371.10 "Registration of Bicycles Required; Reciprocal Agreements" of the Traffic Code of the Codified Ordinances of the City of Euclid be and the same are hereby amended.

Section 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:


Clerk of Council


President of Council

Passed: **October 5, 2020**

Approved:

Effective: **November 4, 2020**


Mayor