



CITY COUNCIL MEETING
AMENDED AGENDA (in person only)

7:00PM

THURSDAY, SEPTEMBER 9, 2021

LOCATION:
City Meeting Room
(former Wiley Middle School Library
next door to Board of Education)
2181 Miramar Blvd.
University Heights, Ohio

Per current CDC guidelines, the City asks that all participants and attendees wear masks or face coverings, even if fully vaccinated.

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes
5. Comments from the Audience (Speakers are limited to 5 minutes, total time allowed 15 min. per meeting, unless otherwise permitted by Council. Ord. 91-25)
6. Reports and Communication from the Mayor and the taking of action
7. Agenda Items:
 - A. Presentation by Cuyahoga Valley Dispatch Services, the 2020 Year End Report and Discussion regarding Merger of Dispatch Center for 911 and Dispatch Services
 - B. Progress Report regarding the Building Department from SAFEbuilt
 - C. Ordinance 2021-25 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) (on second reading)
 - D. Resolution 2021-29 Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer
 - E. Resolution 2021-30 Levying Tax Year 2020 Special Assessments for the Cost of Constructing, Maintaining Repairing, and Cleaning of the Sanitary Sewer System within the City and Declaring an Emergency

- F. Resolution 2021-31 Levying Tax Year 2020 Special Assessments for the Cost of Street Lighting within the City on All Designated Properties Served by Street Lights at the Rate of Eighty Cents (\$0.80) Per Frontage Foot, and Declaring an Emergency
- G. Resolution 2021-32 Levying Tax Year 2020 Special Assessments for the Cost of Planting, Maintaining, Trimming, and Removing Shade Trees at the Rate of Seventy Cents (\$0.70) Per Frontage Foot, and Declaring an Emergency
- H. Ordinance 2021-33 Levying Special Assessments for Providing City Services in the Removal of Nuisance Conditions (Lawn Care) at Various Locations throughout the City of University Heights and Declaring an Emergency
- I. Motion Authorizing to Advertise Seeking Bids for the 2021-2 Fall Tree Planting Contract
- J. Motion Authorizing the Mayor to enter into an Extended Contract with Solon Jail for Prisoner Housing beginning October 1, 2021 for a period of Two (2) Years
- K. Motion to Accept FY2020 FEMA AFG Grant Project in an amount of \$101,400 for Fire Department Purchase of Safety Equipment and Trainings related to Technical Rescue with a FEMA Contribution of \$96,571.43 and City required matching funds not to exceed \$4,828.57
- L. Motion to Add to the agenda Item M and N
- M. Resolution 2021-34 Levying Tax Year 2019 Special Assessments in the Amount of \$4,000,000.00 for The Core Retail Parcel in The University Square Development, Permanent Parcel No. 721-01-001 and Declaring an Emergency **(ADDED ITEM)**
- N. Resolution 2021-35 Levying Tax Year 2021 Special Assessments in The Amount of \$4,000,000.00 for The Core Retail Parcel in the University Square Development, Permanent Parcel No. 721-01-001, and Declaring an Emergency **(ADDED ITEM)**
- O. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

Directors Reports:

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

- 8. Adjournment

AGENDA

THURSDAY, SEPTEMBER 9, 2021
REPORTS FROM STANDING COMMITTEES

BUILDING/HOUSING

Chairman
Barbara Blankfeld

COMMUNITY OUTREACH

Chairman
Susan Pardee

ECONOMIC DEVELOPMENT

Chairman
John Rach

FINANCE

Chairman
Michele Weiss

RECREATION

Chairman
Phillip Ertel

SAFETY

Chairman
Saundra Berry

SERVICE AND UTILITIES

Chairman
Justin Gould

COMMITTEE OF THE WHOLE

Vice Mayor Michele Weiss

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UNIVERSITY HEIGHTS, OHIO
AND SAFEbuilt OHIO, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of University Heights, Ohio, (“Municipality”) and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services

hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY,

NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and

Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. The parties shall mutually agree upon appropriate staffing levels and Consultant shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the

federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Michael Dylan Brennan, Mayor City of University Heights 2300 Warrensville Center Road University Heights, Ohio 44118 Email: mdb@universityheights.com	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.


IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
SAFEbuilt Ohio, LLC

March 01, 2021

Date



Michael Dylan Brennan, Mayor
City of University Heights, Ohio

March 4, 2021

Date

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EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Consultant will provide the following Services utilizing hardware and/or software provided by Municipality as specified in Exhibit B. Consultant's representative will use City email accounts and business cards when conducting official City business.

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings upon Mayor or Council request
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, assisting the Municipal Building Official to verify compliance to the current Ohio Building Codes (OBC & RCO only)
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Housing Administrative Services

- ✓ Facilitate housing programs from initial application intake to final issuance of report
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the housing department processes and requirements at the counter or over the phone

- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine housing program fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Building Official will be available to Municipality by text, cell phone and email
- ✓ Housing Admin will be on-site five (5) days a week; Monday – Friday for eight (8) hours a day
- ✓ Inspectors will be dispatched daily
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	

3. **FEE SCHEDULE**

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ CPI increases referenced above will not be implemented without approval from Mayor and City Council
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Permits issued prior to service start date • Building, Mechanical, Plumbing, Electrical 	\$60.00 per inspection
Inspection Services <ul style="list-style-type: none"> • Permits issued after service start date • Building, Mechanical, Plumbing, Electrical 	92% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services <ul style="list-style-type: none"> • Commercial and Residential 	92% of Municipal Plan Check Fee as established by ordinance or resolution
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Building Official After-Hour Meeting Attendance <ul style="list-style-type: none"> • Attend meetings upon Mayor or Council request 	\$100.00 per hour
Permit Technician Services	Included in percentage of fees above
Housing Administrative Services	\$45.00 per hour – forty (40) hour weekly minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$75.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This First Addendum to the Professional Services Agreement (the "Addendum") between the City of University Heights, Ohio ("Municipality") and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant") is entered into as of even date with the Professional Services Agreement (the "Agreement") between the Municipality and the Consultant. Municipality and Consultant will jointly be referred to as the "Parties."

WHEREAS, Council's authorization to enter into the Agreement is contingent upon the parties entering into this Addendum to clarify certain terms and conditions thereof;

1. To avoid ambiguity, the parties hereby clarify and agree that Municipality shall have the right to direct Consultant to utilize the Municipality's Citizenserve Community Development software for data input in connection with services performed pursuant to the Agreement.
2. The Parties acknowledge and agree that implementation of the Citizenserve Community Development software for data entry in connection with services rendered hereunder shall occur within one hundred eighty (180) days from the date of the Agreement and this Addendum.
3. The Parties acknowledge and agree that City Council shall, at its first regular meeting in September, make inquiry as to the status of implementation of the Municipality's Citizenserve Community Development software in connection with the services rendered by Consultant.
4. The Parties acknowledge and agree that, consistent with the terms set forth in Section 7 of the Agreement entitled "Fiscal Non-Appropriation Clause," Council reserves the right to terminate this Agreement by non-appropriation of funds.
5. Nothing herein shall be construed to alter or amend any of the terms and conditions of the Parties' Agreement, all of which shall remain in full force and effect. In the event that there is any inconsistency or conflict between the terms of the Agreement and this Addendum, this Addendum shall be controlling.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of even date with the Agreement.

MUNICIPALITY



Mayor Michael Dylan Brennan

CONSULTANT



Thomas P. Wilkas, CFO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

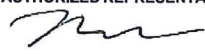
PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: PHONE (A/C, No., Ext): 312-856-9400 FAX (A/C, No.): 312-856-9425 E-MAIL ADDRESS: rdelich@rbninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland CO 80538	SAFELLC-01 INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Navigators Insurance Company	42307
	INSURER D: Twin City Fire Insurance Co.	29459
	INSURER E: Great American E&S Ins. Co.	37532
	INSURER F: Princeton Excess & Surplus Lines Insurance Co.	10786

COVERAGES **CERTIFICATE NUMBER:** 968214078 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		83UENZV3951	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH20EXC885600IC	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83WECE0623	5/12/2020	5/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Professional Liability Excess Liab (2nd) Layer			TER 286-10-59 8E-A3-XL-0000121-00	10/3/2020 10/3/2020	10/3/2021 10/3/2021	Each Claim/Aggregate 10,000,000 Each Occ/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of University Heights and its officers, consultants and employees are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER City of University Heights 2300 Warrensville Center Road University Heights OH 44118	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland, CO 80538	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insureds (continued):

**SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.**

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others



Heights Hillcrest Communications Center

Merger / Partnership 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.



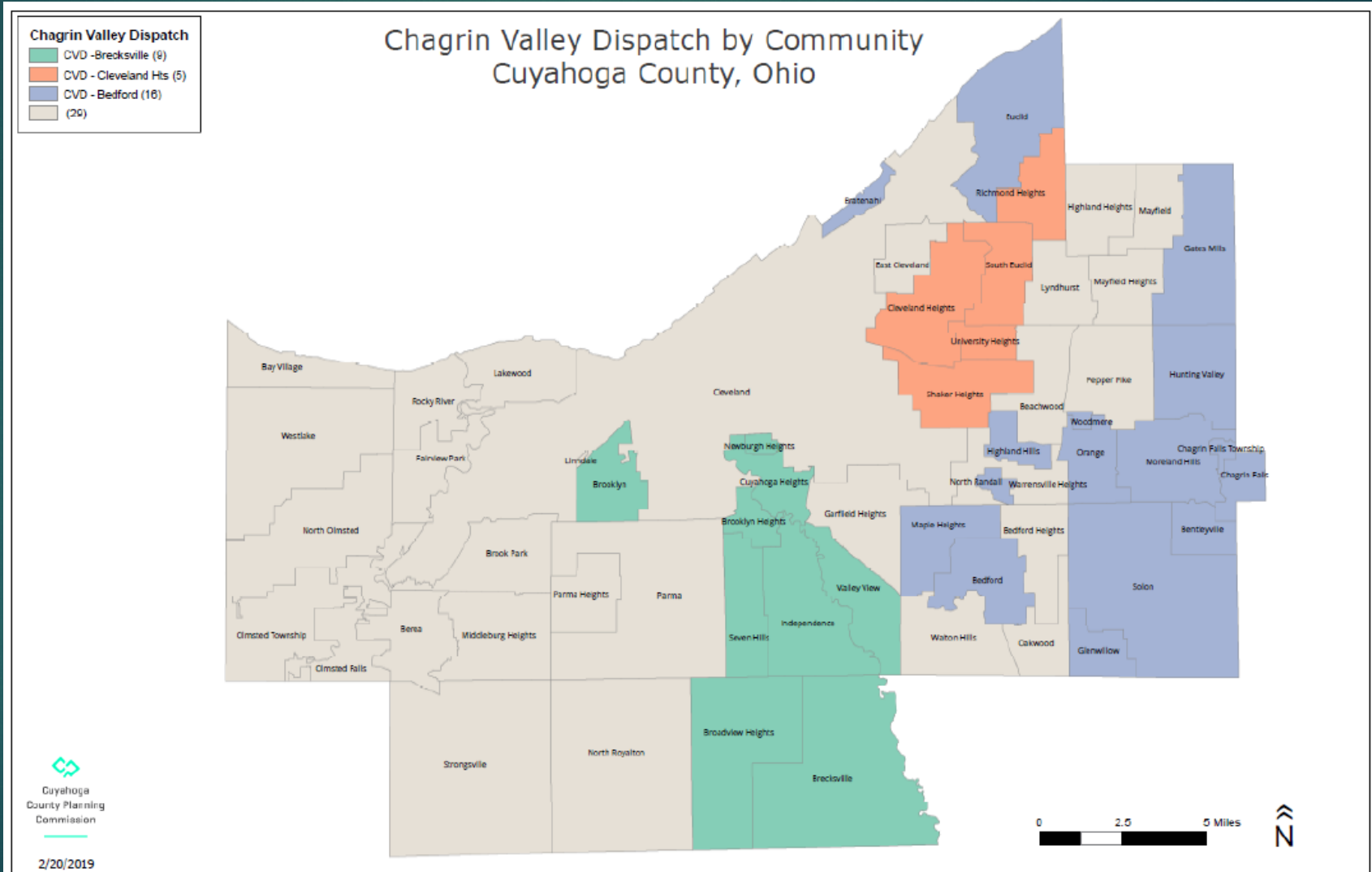
Heights Hillcrest Communications Center

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

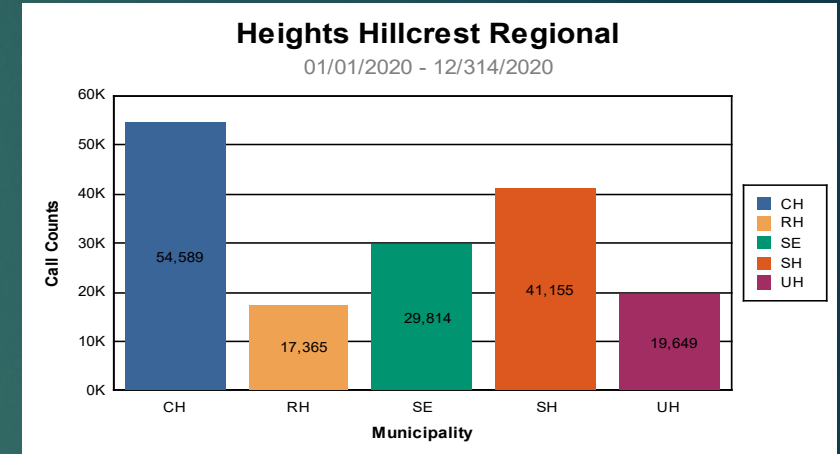
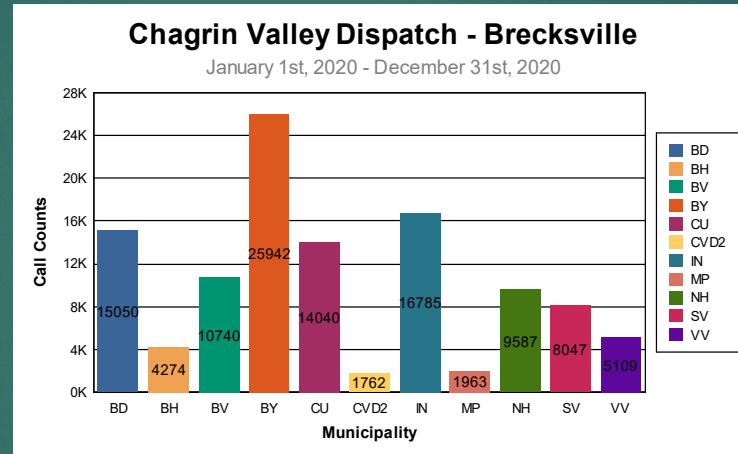
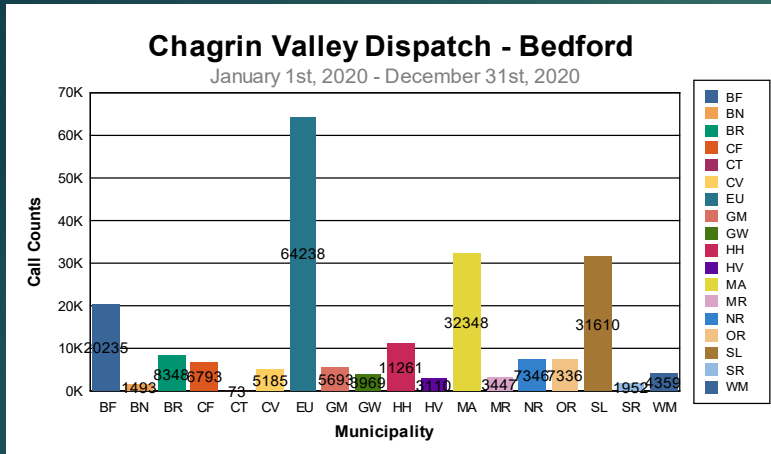


Heights Hillcrest Communications Center





Heights Hillcrest Communications Center



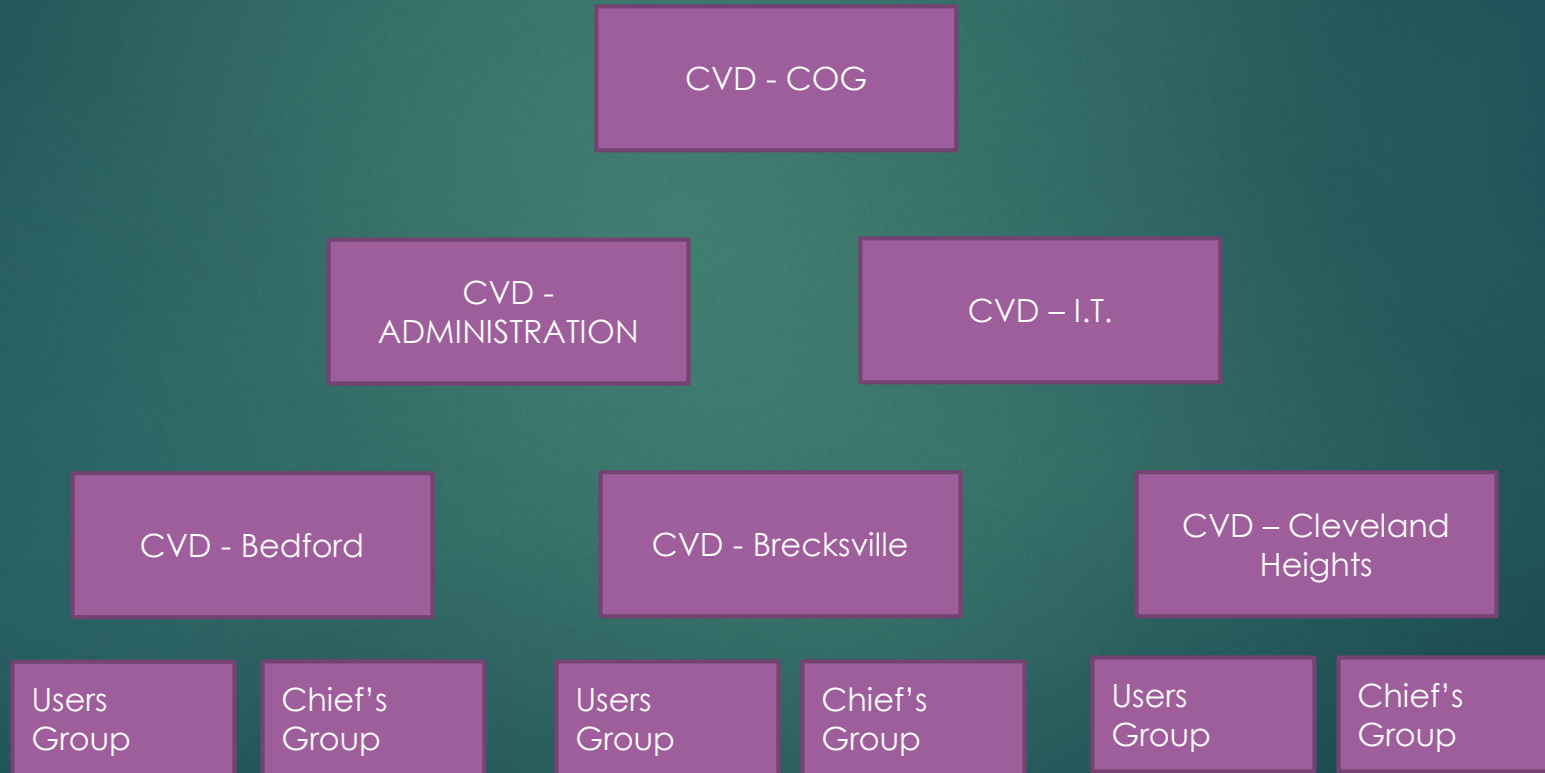
2020 Total Calls for Service – 497,714

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.



Dustin Rogers
 Chief of Police
 (216) 932-1160



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800



Robert Perko
 Chief of Fire
 (216) 321-1939

PUBLIC SAFETY MEMORANDUM

TO: University Heights City Council
 Michael Dylan Brennan, Mayor / Safety Director

FROM: Robert Perko, Chief of Fire *RDP* / Dustin Rogers, Chief of Police *DR*

DATE: August 18, 2021

RE: 08-18-21 Council Meeting Agenda Item C / Motion to Enter into an Agreement with Chagrin Valley Dispatch Council

Matters for consideration regarding the item proposal:

- At this time, University Heights Public Safety Departments are not aware of any expected/projected operational disruption/negative impact that could occur as a result of HHCC merging into CVD.
- This merger has the potential for laying the groundwork to one day utilize a dispatch center that directly receives 911 calls from cellular customers, which would drastically increase public safety resource response efficiencies to those in immediate need in our community.




**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 authorize 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.

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

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: TAX RATE RESOLUTION FOR 2022

DATE: SEPTEMBER 1, 2021

CC: KELLY THOMAS, CLERK OF COUNCIL

I am requesting that Ms. Thomas add an item to the agenda for the September 9, 2021 Council meeting. The City needs to file its approved tax rate resolution for 2022 with the Cuyahoga County Budget Commission on or before September 30, 2021.

In late June, we filed our proposed 2022 tax budget with the Budget Commission. That budget was approved at the tax rates and fund distributions detailed in the budget documents. As we discussed at the June Council meeting, property tax rates for residential and commercial parcels within the City will not change from rates presently in effect.

Here is the information relative to the distribution of property tax collections previously provided:

TAX RATES IN 2022: The total rate of taxation on real property in the City in 2022 will remain the same as in 2021. The total mills requested of the Budget Commission is 13.2 mills. Those mills are assigned to two categories: inside (unvoted) millage and outside (voted levy) millage.

There is no proposed change to the outside millage being requested of the Budget Commission for 2021. That total remains at 9.15 mills and is allocated as 8.45 mills to the General Fund and 0.70 mills to the Debt Service Fund. The total inside millage rate in 2021 will remain at 4.05 mills.

In 2021, we lowered the collections credited to inside millage. The purpose was to lower the amount of taxes collected being assigned to the Debt Service Fund and to increase the amount of tax collections to be credited to the General Fund and the Police and Fire Pension Funds.

The General Fund currently (2021) receives 2.55 mills for tax collected. Last year we also increased the mills directed to both safety forces pension funds, from the prior rate of 0.30 mills to 0.50 mills. That increase was designed to help pay for expanding pension costs without requiring additional resources from the General Fund.

The Debt Service Fund is funded by inside millage of 0.5 mills and outside (voted) millage of 0.7 mills. We were able to re-direct some taxes to the General Fund in 2021 to take advantage of a surplus situation in the Debt Service Fund. Because of that surplus fund balance in the Debt Service Fund, and the expiration of one of the annual bond payments (park bonds) in 2022, we did not need as much cash inflow in 2020 and 2021 to pay down debt charges. Tax collections in 2022, combined with our projected carryover Debt Service Fund balance at year end, will provide sufficient resources to make scheduled debt payments next year.

RESOLUTION NO. 2021-30

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2021 SPECIAL ASSESSMENTS FOR THE COST OF CONSTRUCTING, MAINTAINING REPAIRING, AND CLEANING OF THE SANITARY SEWER SYSTEM WITHIN THE CITY, AND DECLARING AN EMERGENCY

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

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

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

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of constructing, maintaining, repairing, and cleaning of sanitary sewers within the City, upon all property within the City at a rate of \$64.00 for sewer operating costs per Sewer Base Unit and \$14.00 for sewer debt service and capital costs per Sewer Base Unit for tax year 2020. The Council determines the square footage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2021.

Section 2. The Finance Director shall prepare an assessment for tax year 2021 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

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

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

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

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

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

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

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

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

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

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

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

- 721-07-001 20700 North Park Blvd.
- 721-07-002 20700 North Park Blvd.
- 721-07-003 South Belvoir Blvd.
- 721-07-004 South Belvoir Blvd.
- 721-07-005 Carroll Blvd. Rear
- 721-07-006 20700 North Park Blvd.
- 721-07-008 Washington Blvd. (Murphy Hall)
- 721-18-031 2200 South Green Road
- 721-22-011 20700 South Belvoir Blvd.
- 721-22-016 South Belvoir Blvd.
- 721-22-064 South Belvoir Blvd.
- 721-22-065 South Belvoir Blvd.
- 721-22-066 South Belvoir Blvd. Rear
- 721-24-003 2563 South Belvoir Blvd.
- 721-24-004 2567 South Belvoir Blvd.
- 721-24-020 Claver Road Rear
- 721-24-021 South Belvoir Blvd.

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

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

Section 12. The Finance Director shall prepare an assessment for tax year 2021 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 13. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2021 for collections in 2022 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 14. The Council finds and determined that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 15. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September 13, 2021 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

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

RESOLUTION NO. 2021-31

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2021 SPECIAL ASSESSMENTS FOR THE COST OF STREET LIGHTING WITHIN THE CITY ON ALL DESIGNATED PROPERTIES SERVED BY STREET LIGHTS AT THE RATE OF EIGHTY CENTS (\$0.80) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

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

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

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of installing, repairing, operating, and maintaining street lights in public places in the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of eighty cents (\$0.80) per frontage foot for tax year 2021. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2021.

Section 2. The Finance Director shall prepare an assessment for tax year 2021 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2021 for collections in 2022 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determined that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September 13, 2021 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

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

RESOLUTION NO. 2021-32

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2021 SPECIAL ASSESSMENTS FOR THE COST OF PLANTING, MAINTAINING, TRIMMING, AND REMOVING SHADE TREES AT THE RATE OF SEVENTY CENTS (\$0.70) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

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

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

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of planting, maintaining, trimming, and removing shade trees along the streets of the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of seventy cents (\$0.70) per frontage foot for tax year 2021. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2021.

Section 2. The Finance Director shall prepare an assessment for tax year 2021 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2021 for collections in 2022 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September 13, 2021 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

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

ORDINANCE NO. 2021-33

Introduced By: Mayor Michael Dylan Brennan

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

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

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

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

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

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

SEE ATTACHED SCHEDULE – EXHIBIT A

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

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

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

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

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

Special Assessments to be applied to County tax bills in 2022

EXHIBIT A
ORD NO. 2021 - 33

<u>Parcel Number</u>	<u>Name</u>	<u>Address</u>	<u>Amount to be Assessed</u>	
721-01-067	Kolko Investments LLC	4021 Bushnell Road	\$	135.00
721-01-087	HLP Properties LLC	13534 Cedar Road	\$	135.00
2	# of Parcels on Page		Page Total \$	270.00
721-02-026	Hayoun Residential LLC	4018 Bushnell Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
721-04-048	Carl Kornicks	Meadowbrook & Warrensville Center Roads	\$	2,235.00
1	# of Parcels on Page		Page Total \$	2,235.00
721-09-117	Eric D. Johnston	4173 Bushnell Road	\$	135.00
721-09-154	Mary Helen Hammer	2292 South Belvoir Boulevard	\$	1,626.99
2	# of Parcels on Page		Page Total \$	1,761.99
721-10-045	Jiacheng Guo	2364 Loyola Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
721-13-012	Ann Therese Mannen	2604 South Belvoir Boulevard	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
721-15-044	Sam Kiderman	4318 Silsby Road	\$	130.00
1	# of Parcels on Page		Page Total \$	130.00
721-19-035	Rebecca & Nosson Spielberg	4294 Groveland Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00

721-22-040	Isaac & Menucha Rachel Katz	2418 Elmdale Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
721-26-006	Seyr LLC	2448 South Green Road	\$	705.00
1	# of Parcels on Page		Page Total \$	705.00
722-01-059	Craig & Amber Jarrett	13537 Cedar Road	\$	130.00
722-01-062	Nicholas & Mary Kochenour	13525 Cedar Road	\$	135.00
722-01-063	Karen M. Wayne	13521 Cedar Road	\$	135.00
722-01-085	RG Holdings Perm III, LLC	13526 Cedar Road	\$	605.00
722-01-120	JHL International LLC	2107 Wynn Road	\$	135.00
5	# of Parcels on Page		Page Total \$	1,140.00
722-02-024	Oye T. & Ade B. Olatoye AKA	3621 Raymont Boulevard	\$	316.99
722-02-046	Luis David Garces Martinez	3580 Raymont Boulevard	\$	2,005.00
722-02-081	Rory Rental and Leasing, LLC	13556 Cedar Road	\$	135.00
722-02-083	Cooney Homes LLC	13562 Cedar Road	\$	370.00
722-02-113	Aaron Joseph	3585 Cedarbrook Road	\$	135.00
5	# of Parcels on Page		Page Total \$	2,961.99
722-03-055	Smartland FND3 LLC	3642 Raymont Boulevard	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-04-082	Ari Wolf	3502 Tullamore Road	\$	135.00
722-04-108	Helio LLC	3542 Cedarbrook Road	\$	135.00
2	# of Parcels on Page		Page Total \$	270.00
722-05-094	Raza & Syed Haider	3618 Farland Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-06-055	SFR3-030 LLC	3645 Silbsy Road	\$	370.00

722-06-063	Andre White	2231 Brockway Road	\$	135.00
722-06-067	Youlanda Respress	2215 Brockway Road	\$	686.99
3	# of Parcels on Page		Page Total \$	1,191.99
722-07-018	Christian M. Ward	3786 Washington Boulevard	\$	600.00
722-07-021	Stephen Bernie & Lila Siegel	3777 Bushnell Road	\$	135.00
2	# of Parcels on Page		Page Total \$	735.00
722-09-048	Michal Tannenbaum	3901 Silsby Road	\$	1,665.00
1	# of Parcels on Page		Page Total \$	1,665.00
722-10-053	Bental LLC	3957 Bushnell Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-11-095	Gene & Valorie Hauck	3621 East Scarborough Road	\$	2,000.00
1	# of Parcels on Page		Page Total \$	2,000.00
722-14-007	Virginia M. Maver	3777 Hillbrook Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-15-051	Steven M. Mitchell	3766 Northwood Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-16-049	Fazl Ibrahim	3910 Faversham Road	\$	415.00
1	# of Parcels on Page		Page Total \$	415.00
722-17-068	Helio LLC	3882 Silsby Road	\$	135.00
1	# of Parcels on Page		Page Total \$	135.00
722-18-034	Glynn Anthony Harrison	3873 Meadowbrook Boulevard	\$	370.00
1	# of Parcels on Page		Page Total \$	370.00

722-19-074	Eric P. Toivonen	2539 Channing Road	\$	1,006.99
1	# of Parcels on Page		Page Total \$	1,006.99
722-20-002	David R. Walter	2608 Warrensville Center Road	\$	365.00
1	# of Parcels on Page		Page Total \$	365.00
722-21-027	Estate of Herbert Newman	2448 Charney Road	\$	825.00
1	# of Parcels on Page		Page Total \$	825.00
42	Total # of Parcels		Total \$	19,532.96



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: September 2, 2021

Re: Authorization to bid the 2021-2 Fall Tree Planting Contract

As part of the City of University Heights annual tree planting of trees on public property, I am requesting authorization to advertise and bid 2021-2 Fall Tree Planting Program. This year's program only replaces trees which were removed and those which residents have requested.

Attached please find a list of intended locations.

The estimated cost to plant approximately 46 trees is \$15,000 and should be completed by December 2021.

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

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

Cc: Dennis Kennedy, Finance Director



CITY OF UNIVERSITY HEIGHTS
FALL: 2021-2 TREE PLANTING
CONTRACTOR SPECIFICATIONS

GENERAL DESCRIPTION:

These specifications contain details specific to the terms of this contract proposal. All bidders are responsible for reading and understanding all terms set forth in these specifications. Failure to meet these requirements may disqualify a bidder’s proposal.

These specifications describe work to be performed by the contractor for the planting of street trees within the City of University Heights, Ohio. It shall be the responsibility of the contractor to perform all applicable work specified within this document. This work is to be performed by a contractor who derives its majority income from landscape work and whose supervisors are properly trained. Appropriate training can include certification by a professional organization or formal education by an academic institution. The City of University Heights requires each contractor to submit proof of training, credentials, and a list of work references in the bid proposal packet.

1. GENERAL REQUIRMENTS:

1-1. Intention

The City of University Heights will undertake a tree planting program on various streets throughout the City. The species required as well as the planting locations are listed on the Proposal / Contract form. The successful bidder will be expected to provide all supervision, material, labor, equipment, service operations, and expertise required to locate, deliver, plant, and guarantee the survival of each tree planted for one year after the date of planting.

1-2. Basis for Award

The contract award will be based on the lowest cost for the overall project and the bidder deemed most qualified to perform the work, as well as the contractor’s ability to meet the timeframe set forth in the bid. The Contractors past performance with the City may also be considered.

1-3. Contract Terms

The terms of this contract shall be for the FALL 2021-2 tree planting program, and shall include all trees as specified on the Proposal / Contract forms.

1-4. Contract Duration

The 2021 Fall planting program can commence anytime after the Notice to Proceed. Fall planting must be completed by December 31, 2021. Schedules will be adjusted only with the permission of the Service Director.

1-5. Bid Items / Quantity

Each entry (species and estimated number of trees) within the Proposal / Contract Form is considered a separate item. The Service Director reserves the right to delete any item(s) due to an inability to obtain the trees specified or for other reasonable cause. The City of University Heights reserves the right to increase or decrease the estimated quantity as may be required.

1-6. Definitions

- a. **Reference:** Reference to any other specifications or standards means the latest revision in effect on the date of the bid opening. This set of specifications governs when disagreement with a reference specification occurs.
- b. **Specified:** Means specified on the Proposal / Contract form.
- c. **ANSI Z – 60.1:** American Standard for Nursery Stock.
- d. **City Administrator:** The City’s representatives that will administer the technical aspects of this tree pruning contract are:
Jeffrey Pokorny, Service Director Jason Knowles, Consulting Arborist
2300 Warrensville Ctr. Rd.
University Heights, OH 44118
(216) 932-7800 x215
jpokorny@universityheights.com
- e. **Contractor:** A company that obtains the majority of its annual revenue from planting, pruning, removal, or maintaining trees or shrubbery.

1-7. Location

Tree planting will be limited to public rights-of-way, parks, and public lands within the corporate limits of the City of University Heights as specified in the Proposal / Contract form.

1-8. Delivery

The Contractor has the responsibility to:

- a. Furnish, transport, and plant viable trees.
- b. Reserve work space along streets.
- c. Excavate in-place soil, plant, and backfill with the same or similar soils.

- d. Water trees as specified in the Proposal / Contract form.
- e. Furnish and place mulch, install plastic trunk protection, stake as directed, all performed at the time of planting.
- f. Remove excess material and clean up the site at the time of planting.
- g. Guarantee trees planted for one year and make appropriate replacement plantings following the one year inspection.**
- h. Keep work site safe at all times.
- i. Address any incidental work related to the above.
- j. Complete all work on or before the date specified by the City.

1-9. Insurance by the Contractor

a. Compensation Insurance: The CONTRACTOR shall take out and maintain during the life of the CONTRACT, Workman's Compensation Insurance in amounts required by law for all of his employees employed at the site of the project, and in case any WORK is sublet, the CONTRACTOR shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The CONTRACTOR shall, at all times, indemnify and save harmless the CITY, of and from all claims for Workmen's Compensation which may be made by any of the employees of the CONTRACTOR, or any sub-contractor to whom he may have let the performance of any part of the WORK embraced by this CONTRACT and the contractor will appear for and defend the CITY against any and all such claims.

b. Public Liability and Property Damage Insurance: The CONTRACTOR will be required to assume, defend, protect, indemnify and save harmless, the CITY or any officer, agent or employee of said CITY, from and against any and all suits, loss, cost, damage or expense that the CITY or any of its officers, agents, or employees may suffer or sustain or be liable for, by reason of the construction of said project and against any and all claims, demands and suits thereafter arising out of injuries or death of persons and/or damage or injury to property (whether of the parties hereto or others) occurring in the performance of the work contemplated.

c. Minimum Amount of Insurance: The CONTRACTOR shall carry or cause to be carried the following forms of insurance applying to all operations undertaken by him, his agents, employees and sub-contractors in the minimum amounts indicated hereunder, unless other requirements are stated under SCOPE OF WORK or SPECIAL CONDITIONS of these Specifications.

<u>FORM</u>	<u>MINIMUM LIMITS</u>
1. Workmen's Compensation	Statutory
2. CONTRACTOR'S Public Liability	\$500,000/\$1,000,000

- | | | |
|----|---|-----------------------------------|
| 3. | CONTRACTOR'S Property Damage | \$500,000 each accident Liability |
| 4. | PRINCIPAL or CITY'S Protective
for: | |
| | Bodily Injury | \$500,000/\$1,000,000 |
| | Property Damage | \$500,000/\$1,000,000 |
| 5. | Automobile Bodily Injury | \$500,000/\$1,000,000 |
| | Automobile Property | \$500,000/\$1,000,000 |
| 6. | If sub-contractors are Employed CONTRACTOR'S Protective (Contingent): | |
| | Liability Protection | \$500,000/\$1,000,000 |

The CONTRACTOR undertakes to permit no sub-contractors to enter upon or continue the performance of this CONTRACT, or any part thereof, unless said sub- contractor provides similar insurance as required in amounts to be determined by the CITY.

The CONTRACTOR shall file with the CITY properly executed certificates of insurance or copies of the insurance policies prior to the time the CONTRACT is executed. All sub-contractors shall furnish the CONTRACTOR with similar certificates or copies of policies. The CONTRACTOR shall notify the DIRECTOR OF SERVICE that all insurance requirements have been fulfilled by sub- contractors before they begin work. All such insurance shall be with sound insurance companies, satisfactory to the CITY, and authorized to do business in the State of Ohio.

Each certificate or copies of the insurance policies shall contain therein or have contained in a rider attached hereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the CITY in writing thirty (30) days prior to cancellation of the policy.

1-10. Prevailing Wage

This is not a prevailing wage job.

1-11. Hours of Work

The contractor will perform the majority of work Monday through Friday 8:00 a.m. to 4:00 p.m.; however, the City of University Heights reserves the right to assign work at any time as circumstances direct.

1-12. Traffic Control

Traffic control is the total responsibility of the contractor and is to be coordinated with the City of University Heights Police Department as needed. Refer to the Ohio Manual of Uniform Traffic Control Devices, which by this reference is made part of this contract.

1-13. Safety

The work performed will conform to the most recent revision of the American National Standards Institute (ANSI) Standards in addition to any OSHA, state, and local regulations. By this reference this is made part of this contract.

2. MINIMUM SPECIFICATIONS:

Any mention of a product name does not constitute an endorsement of that product.

2-1. Tree Stock

All trees will be healthy, vigorous, and well-grown. Trees shall show evidence of proper root and crown pruning, shall be single trunked, and shall be high-branched specimens suitable for use along city streets. The root collar shall show at the top of all root balls. All trees are to be grown at least one year in a currently active nursery having the same climatic conditions as the City of University Heights, Ohio. All trees must meet ANSI Z60.1 standards for top grade 2" caliper measured 12 "above the root ball. Each tree shall be in healthy condition (exhibiting near maximum growth rate for the previous three years), with a 22"-24" firm root ball. The Service Director and/or Consulting Arborist have the final approval of the species or variety used and the nursery from which the trees are obtained.

2-2. Root Balls and Burlap

All trees are to be balled and burlapped with wire cages. The ball size shall conform to ANSI Z60.1 standards. The trunks of the trees will show flaring where root collars and the root balls connect. Only biodegradable burlap and biodegradable rope are permitted. Root balls shall be adequately protected at all times from the sun, heat, freezing, and dying. The Service Director and/or consulting arborist will reject any cracked, broken, or manufactured root balls. The Service Director reserves the right to determine the ball size and depth based on the local soil planting conditions as so stated in the ANSI Z60.1 standard.

2-3. Mulch

Well-composted, dark, single shred bark mulch is to be used and provided by the Contractor. **In place to a minimum depth of 8 inches.**

2-4. Work Procedures

- a. Source of Supply – The Contractor will submit to the Service Director, complete and detailed information concerning the source of supply for each item of plant material

specified in the Proposal/Contract form within ten (10) days after receipt of the purchase order.

- b. Tree Location – All planting sites will be identified and marked by the Service Director or his designee before planting begins. The Contractor shall notify the Ohio Utilities Protection Service (O.U.P.S.) (1-800-362-2764) of the planting site locations prior to digging. The Contractor is also responsible for contacting the City of University Heights Service Department and any other underground utility not in association with O.U.P.S. The Contractor is responsible for checking planting sites and rectifying conflicts with utilities prior to planting. The Contractor is responsible for any damage to utilities, sidewalks, aprons, etc. during the planting process. The planting sites will be marked by a flag or a stake and with paint on the curb. All trees will be centered between the curb and the sidewalk unless otherwise specified by the Service Director or his designee.
- c. Delivery – All trees shall be transported and handled with adequate protection. Trees shall be covered with a tarpaulin during transit or transported in an enclosed truck or trailer. **4" corrugated plastic sleeves a minimum of 36" in length** will be used to protect tree trunks during transport and remain on planted trees to protect trunks. These will remain the property of the City of University Heights.
- d. Temporary Storage - Root balls of trees not immediately planted after delivery must be adequately protected by wood chips or healing-in and watered within 48 hours until planting occurs. The City of University Heights will provide the Contractor with wood chips. The Contractor can use selected City property for storage at the Contractor's own risk. The Contractor is required to maintain and restore the City property used at the end of the project period.
- e. Planting Holes – Holes can be dug by hand or with equipment approved by the Service Director. No augers can be used to excavate holes. Holes dug shall be two times wider than the root ball. The planting depth will be determined by the Service Director or his designee to best accommodate growing conditions. Soil that is excavated from the holes that is not reused must be removed from the site and disposed of in a location provided by the City. Holes can only be dug when the soil is not saturated or frozen. Holes cannot remain open overnight. The Contractor is responsible for ensuring that all holes are safe until planted.
- f. Planting – Balled and burlapped trees are to be set in the center of each hole on solid subsoil. After the tree is positioned, wire cages and twine are to be removed from the upper half of the root ball and the burlap is to be rolled from the ball to the top of the cut wire cage. Each tree's root flair / collar is to be exposed and above the original grade (not to exceed 3" above grade) before backfilling. Heavy-duty, perforated plastic spiral trunk protectors shall be installed on all trees.
- g. Root Pruning – The ends of broken or damaged roots over ¼" in diameter shall be pruned with a clean cut, removing only the injured portion.

- h. Backfill – All planting holes are to be backfilled with soil to the proper grade. Backfill shall be compacted with feet or another approved tamping device. Each hole is to be filled with backfill to the top of the root ball and tapered out to the original grade. The Contractor shall inspect each tree after backfilling to ensure that the proper depth is guaranteed (see “f.” above).
- i. Mulching – Place bark mulch loosely around the trees after planting to a uniform depth of 8”, and 3” beyond the edge of the planting hole. Mulch must be a minimum of 3” away from the trunk of the tree.
- j. Watering – The Contractor will water each tree immediately after planting. Trees should be thoroughly watered, using at least ten (10) gallons of water for every inch of trunk diameter. In the first year after planting, the Contractor will be required to water all trees during dry periods or whenever the City has received less than one (1) inch of rainfall within a week. The Contractor will be advised by the Service Director when the need to water arises.
- k. Tree Lawn Restoration – All excess material and / or debris is to be removed from the planting site and hauled away by the Contractor. Improperly located planting holes are to be immediately backfilled and restored to tree lawn grade. All backfilled areas outside of the planting hole are to be seeded with a premium grass seed approved by the Service Director and covered with approved covering mulch. Straw is not permitted.
- l. Staking – **All Trees will be staked** unless instructed not to do so by the Service Director or his designee.
- m. Productivity – A production schedule with beginning and ending dates will be agreed upon by the Contractor and the Service Director.
- n. Work Hours – Tree planting shall be performed during the work hours of Monday through Saturday, 8:00 a.m. to 4:00 p.m. A 48 hour notice must be given to the Service Director if planting is to occur on a Saturday.
- o. Supervision – The Contractor is required to consult with the Service Director concerning details and scheduling of all work. The Contractor shall have a competent person in charge of work at all times to whom the Service Director may issue directions and who is authorized to accept and act upon such directives.
- p. Defects in Workmanship – Excessive mulch, buried trunk flares, a layer of heavy backfill over the root ball, or failure to remove wire or burlap from the top portion of the root ball as specified are all contributors to tree failure. Any of these factors found during the guarantee period are considered defects in workmanship and will be addressed by the Contractor prior to payment.

2-5. Substitutions

No substitutions for trees specified or planting specifications will be accepted.

2-6. Inspections

- a. Agency Inspection – Federal, State, and other authorities (City’s Consultant Arborist) shall inspect all trees before removal from the nursery, as required by local law. Required certificates declaring trees free of all diseases and insects shall accompany each order or shipment of trees.
- b. Stock Inspection – The Service Director and/ or his designee (City’s Consultant Arborist) shall reserve the right to inspect trees before they are removed from the delivery truck at the work site.
- c. Planting Inspection – The Service Director or his designee, at his discretion, shall inspect the progress of planting or temporary stored trees to review the progress of the work and the condition of the trees.
- d. Guarantee Period Inspection – The Service Director or his designee shall inspect the planting work to verify completion and the beginning of the guarantee period. The Contractor should request this inspection in writing at least ten (10) days before the desired inspection date. After this inspection, the Service Director shall notify the Contractor in writing as to the beginning date of the guarantee period as well as any reports of deficiencies to correct before the guarantee period begins.
- e. Correction Period – One (1) month before the end of the One (1) year guarantee period, the Service Director or his designee will inspect all work of the project and shall notify the Contractor of any needed tree replacement and / or other corrections required to make the work acceptable. Trees that do not exhibit at least 2/3 of their branches with normal growth and leaf distribution during the first year after the trees were planted will be replaced at the expense of the Contractor.
- f. Final Inspection – At the end of the one (1) year guarantee period, the Service Director or his designee will inspect all trees to determine final acceptance. The Contractor shall request this inspection in writing at least ten (10) days before the scheduled date.
- g. Other Inspections – The Service Director reserves the right to inspect on-site work at any time without notice.

2.7. Guarantee

- a. The Contractor guarantees that all trees remain healthy and vigorously growing until the end of a one (1) year guarantee period. The Contractor shall replace, as

specified and at his or her own expense, any dead trees and any tree that, in the opinion of the Service Director or his designee, have become unhealthy or unsightly, or have lost their natural shape due to dead branches, improper pruning or maintenance, or any other cause due to the Contractor's negligence, weather conditions, or as stated in section 2-4 sec. e. The Contractor shall straighten any leaning trees at no cost to the City.

- b. Should any defects develop in the aforesaid work within the specified time period due to faults in materials and/or workmanship, the Contractor shall make all repairs and perform all necessary work to correct the deficiency to the satisfaction of the City of University Heights. Such repairs and corrective work shall be done without cost to the City and at the entire cost and expense of the Contractor. Corrective work shall be completed within twenty (20) days after written notice to the Contractor by the City. In the case that the Contractor fails to do the work as ordered, the City of University Heights may have the work completed by other means and charge the cost thereof to the original Contractor.

Any questions about these specifications should be directed to Jeffrey Pokorny, Service Director, at (216) 932-7800 or at jpokorny@universityheights.com

Thank you for your interest in this project.

Jeffrey Pokorny, Service Director
CITY OF UNIVERSITY HEIGHTS
2300 Warrensville Center Rd.
University Heights, OH 44118
(216) 932-7800 x215
jpokorny@universityheights.com

CONTRACT/SERVICES AGREEMENT

THIS AGREEMENT, made effective this _____ day of _____, 2021 by and between, _____, an Ohio corporation currently in good standing and authorized to do business in Ohio, hereinafter called the "CONTRACTOR" and the "CITY OF UNIVERSITY HEIGHTS," Ohio, a municipal corporation authorized and existing under the Ohio Constitution pursuant to its "home rule" charter and subject to certain statutes of Ohio, hereinafter called the "CITY";

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council advertised for bids on the on the work and/or services hereinafter described as _____, which bids were opened on the __ day of _____, 2021, with final tabulations on the __ day of _____, 2021, and filed for public inspection with the Clerk of Council; and

WHEREAS, the Council received the tabulating of the bids at a public meeting held on the __ day of _____, 2021, at which time Council passed a Resolution approving the bid of the CONTRACTOR to be lowest and best bid and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this agreement, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of goods bid upon and to be awarded and provided herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the City of University Heights and in the State of Ohio including, but not limited to the prevailing wage requirement of ORC 4113; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on this job.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises therein contained, the CONTRACTOR and the CITY agree as follows:

Section 1. Scope

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the **2021-2 Fall Tree Planting** in accordance with PURCHASE ORDER NO. _____ for the location shown on the attached Exhibit for the City of University Heights in compliance with the plans and specifications on file with the Clerk of Council of the City of University Heights.

Work shall commence within TEN (10) days from the date of notice of authorization to proceed and shall be fully completed on or before the 31st of December, 2021.

CONTRACTOR shall do everything required by the Contract and other documents constituting a part hereof, and no deviation and no subcontracting shall be allowed unless prior approval in the form of a written Change Order is obtained from the CITY through the City Engineer, acting within his authority and subject to the approval of the Service Director.

Section 2. Contract Price

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY to wit: _____ and agreed to by CONTRACTOR for the _____ on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance, a copy of which is attached hereto.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the City Engineer.

Section 3. Indemnification/Insurance

(A) INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and save harmless the CITY and each and all of its public officials, officers, agents and employees, both in their individual and official capacities, from any and all suits, liens, claims, demands, payments, actions, causes of actions, recoveries or judgments of every description, whether or not well founded in law, brought or recovered against it, arising out of the performance of this Contract or any act or omission of or by the CONTRACTOR, its agents, employees, or any person for whom the CONTRACTOR is responsible, asserted by any individual and/or entity. Claims to be indemnified shall include, but are not limited to, claims of negligence or any other tort, contracts or any claim of breach thereof, claims arising out of the CONTRACTOR'S infringement of patent rights or copyright, and/or any claim arising out or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact, and a sum certain to cover the aforesaid claims and expenses may be retained by the CITY from monies due to CONTRACTOR under this Contract until such claims shall have been discharged or satisfactorily received. Liability insurance may be acceptable towards satisfaction some of these requirements.

The CONTRACTOR shall maintain full workers' compensation and unemployment insurance coverage for all of CONTRACTOR'S employees. Proof of such insurance and proof of the current application of all federal and state required coverage for workers' compensation, unemployment benefits, and taxation shall be furnished to the CITY and shall be evidenced by submitting certificates thereof on the current State form to the CITY prior to the commencement of work, provided, however, that the failure to submit such certificate(s) shall not relieve the CONTRACTOR of the full indemnification obligations required herein.

(B) CONTRACTOR'S LIABILITY INSURANCE

The CONTRACTOR shall purchase and maintain such liability and other insurance as will protect the CONTRACTOR and CITY from all claims described below which may arise out of or result from the CONTRACTOR'S performance or obligations under this Contract, whether due to action or inaction by the CONTRACTOR, its agents, employees, or any person for whom the CONTRACTOR is responsible. The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	<u>\$1,000,000</u>
EACH ACCIDENT	<u>\$1,000,000</u>

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	<u>\$1,000,000</u>
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All such insurance shall be with sound insurance companies, satisfactory to the CITY, and authorized to do business in the State of Ohio.

The CONTRACTOR undertakes to permit no subcontractors to enter upon or continue the performance of this CONTRACT, or any part thereof, unless said subcontractor purchases and maintains such liability and other insurance as will protect the CONTRACTOR and CITY from all claims described below which may arise out of or result from the subcontractors performance of this CONTRACT, or any part thereof, whether due to action or inaction by the subcontractor, its agents, employees, or any person for whom the CONTRACTOR is responsible. The CONTRACTOR shall notify the DIRECTOR OF SERVICE that all insurance requirements have been fulfilled by sub- contractors before they begin work. The amounts of such insurance shall be as indicated above.

Proof of such insurance shall be evidenced by submitting a copy of the CONTRACTOR'S certificates of insurance (on the current ACORD form) to the CITY prior to the commencement of work. Information concerning reduction in coverage due to revised limits or claims paid under the general aggregate limit, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief. The CITY reserves the right to request copies of any and all insurance policies obtained by the CONTRACTOR.

The CONTRACTOR shall specifically insure the indemnification contained at Section 1, paragraph (A). The insurance coverage afforded under the CONTRACTOR'S policies shall be primary to any insurance carried independently by the CITY. Amendatory riders or endorsements shall indicate that with respect to the indemnities, there shall be severability of interests under the insurance policies for all coverage provided under them.

If the CONTRACTOR fails to furnish and maintain the required insurance, the CITY may, but is not obligated to, purchase such insurance on behalf of the and the CONTRACTOR shall pay the cost thereof to the CITY upon demand and shall furnish to the CITY any information needed to obtain such insurance.

(C) INSURANCE POLICY REQUIREMENTS

Each policy of insurance required to be purchased and maintained by the CONTRACTOR shall name the CITY as an additional insured or loss payee, as applicable; provided, however, that such designation shall not cause a claim between the CONTRACTOR and the CITY to be waived except as otherwise specifically set forth in this Contract. Each policy and the respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice shall be given to the CITY in the event of cancellation, non-renewal, expiration, or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

The CONTRACTOR shall furnish the CITY, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be purchased or maintained by this Contract. In no event shall any failure of the Village to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the CONTRACTOR to obtain insurance as provided in this Contract.

The CONTRACTOR shall maintain the required insurance, without interruption, from the date of the execution of this Contract until the date of approval of the work provided pursuant to this Contract. Failure to maintain the required insurance during the time specified shall be cause for termination of this Contract.

The CONTRACTOR shall be responsible for paying all loss deductibles in the event of a loss. The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the CONTRACTOR'S responsibility and shall be accomplished at no additional cost to the CITY.

Section 4. Surety/Performance Bond

Prior to the commencement of work, the CONTRACTOR shall provide a guarantee to the CITY, at the CONTRACTOR'S expense, in the form of a Surety Bond, for the faithful performance of this Contract, in the amount of 100 % of the Contract Price to indemnify the CITY against all direct and consequential suffered by failure of the CONTRACTOR to perform according to the provisions of this Contract and in accordance with the plans, specifications, details, and bills of material, as applicable, and to pay all lawful claims of subcontractors, material suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract. Such bond shall be that of an approved surety company or person bond upon which the sureties are persons not interested in the contract, or if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the CITY, including sureties. If the CONTRACTOR fails to furnish the Surety Bond as required by this Section, the CITY expressly reserves the right to have the work completed by a replacement CONTRACTOR of the CITY'S choice.

Section 5. Warranties, Representations, Covenants.

The CONTRACTOR warrants: that is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials bid upon, awarded and performed under this Contract; that no subcontractor shall perform any part of this contract without notice in advance to the City Engineer and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of University Heights is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

Section 6. Component parts of Contract.

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfaction liability insurance, proof of the worker's compensation coverage, the laws of Ohio, the laws of City of University Heights, copies of advertisement, bid tabulations and purchase orders.

Section 7. Disputes.

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of University Heights, the decision for which shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction.

Section 8. Execution of Contract.

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporate resolution to be furnished on request, and by Michael Dylan Brennan, Mayor of the City of University Heights, Ohio, as authorized by the Council of the City of University Heights, Ohio.

Section 9. Entire Contract.

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes which the City Engineer is authorized to make in the scope of the project pursuant to the implied and expressed authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the Laws of, or applicable to, the State of Ohio, and made effective in University Heights, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year written above.

WITNESS:

CONTRACTOR:

Position _____

Position _____

CITY OF UNIVERSITY HEIGHTS, OHIO

Michael Dylan Brennan, Mayor

I have reviewed this Contract and its components and approve the same as to form and correctness.

Date

Luke McConville, Law Director

**LEGAL NOTICE
CITY OF UNIVERSITY HEIGHTS**

Sealed bids will be received by the Clerk of Council for the City of University Heights, at City Hall, 2300 Warrensville Center Road, University Heights, Ohio, 44118, until **12:00 noon on Friday, October 1, 2021** for:

2021-2 CITY-WIDE FALL TREE PLANTING

will be publicly opened and read immediately thereafter in accordance with specifications prepared by the Service Director on file in the office of the Clerk. Questions should be directed to the Service Director at (216) 932-7800.

The City of University Heights is an equal opportunity employer and encourages minority business enterprises, women business enterprises and small business enterprises to submit bids or proposals for this project.

Bids are to be submitted on the "bid form" provided in the bidding documents and shall be enclosed in an opaque sealed envelope plainly marked "**2021-2 CITY WIDE FALL TREE PLANTING PROJECT**" and shall bear the name of the bidder.

EACH BID SHALL BE ACCOMPANIED BY A CASHIER'S CHECK, CERTIFIED CHECK, OR BID BOND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) PAYABLE TO THE CITY OF UNIVERSITY HEIGHTS, AS A GUARANTEE THAT THE CONTRACT WILL BE ENTERED INTO.

Copies of the bidding documents will be on file for inspection and may be obtained by appointment with the Clerk of Council at the City Hall, 2300 Warrensville Center Road, University Heights, Ohio 44118.

Should any bid be rejected such proposal guarantee will be forthwith returned to the bidder and should any bid be accepted such proposal guarantee will be returned to the bidder upon proper execution of the contract.

The City of University Heights reserves the right to reject any and all bids.

Kelly M. Thomas, Clerk of Council
kthomas@universityheights.com
City of University Heights, Ohio

Publish: Sun Press
September 16, 2021
September 23, 2021



CITY OF UNIVERSITY HEIGHTS
2021-2 CITY WIDE FALL TREE PLANTING

2021-2 City Wide Fall Tree Planting Project - BID FORM

Item No.	ADDRESS	STREET	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
1	3818	Bushnell Rd.	F	1	Liriodendron Tulipifera- Tulip		
2	4073	Bushnell Rd.	F	1	Acer Franksred- Red Sunset Maple		
3	4089	Bushnell Rd.	F	1	Acer Franksred- Red Sunset Maple		
4	2348	Charney Rd.	F	1	Acer Franksred- Red Sunset Maple		
5	2372	Ashurst Rd.	F	1	Liriodendron Tulipifera- Tulip		
6	2400	Dysart Rd.	F	1	Acer Franksred- Red Sunset Maple		
7	2355	Fenwood Rd.	F	1	Acer Franksred- Red Sunset Maple		
8	2372	Fenwood Rd.	F	1	Acer Franksred- Red Sunset Maple		
9	2385	Fenwood Rd.	F	1	Tilia Tomentosa - 'Sterling Silver Linden'		
10	2560	Miramar Blvd.	S	2	Acer Franksred- Red Sunset Maple		
11	2372	S. Belvoir Blvd	F	1	Tilia Tomentosa - 'Sterling Silver Linden'		
12	2623	S. Belvoir Blvd	F	2	Quercus rubra- Northern Red Oak		
13	2627	S. Belvoir Blvd	F	1	Acre rubrum- Burgandy Belle Maple		
14	2627	S. Belvoir Blvd	F	2	Acre rubrum- Burgandy Belle Maple		
15	2635	S. Belvoir Blvd	F	1	Cladrastis kentukea- American Yellowwood		
16	2635	S. Belvoir Blvd	F	2	Cladrastis kentukea- American Yellowwood		
17	2288	Saybrook Rd.	F	1	Liriodendron Tulipifera- Tulip		
18	2327	Saybrook Rd.	F	1	Liriodendron Tulipifera- Tulip		
19	2318	Traymore Rd.	F	1	Liriodendron Tulipifera- Tulip		
20	2330	Traymore Rd.	F	1	Tilia Tomentosa - 'Sterling Silver Linden'		



CITY OF UNIVERSITY HEIGHTS
2021-2 CITY WIDE FALL TREE PLANTING

2021-2 City Wide Fall Tree Planting Project - BID FORM

Item No.	ADDRESS	STREET	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
21	2335	Traymore Rd.	F	1	Liriodendron Tulipifera- Tulip		
22	2337	Traymore Rd.	F	1	Liriodendron Tulipifera- Tulip		
23	2540	Traymore Rd.	F	1	Acer Campestre - Hedge Maple	Match Existing	
24	2340	Fenwood Rd.	F	3	Quercus Palustris- Pin Oak		
25	2337	Saybrook Rd.	F	1	Quercus rubra- Northern Red Oak		
26	2603	Saybrook Rd.	F	1	Liriodendron Tulipifera- Tulip		
27	3605	Cedarbrook Rd.	F	1	Liriodendron Tulipifera- Tulip		
28	3618	Cedarbrook Rd.	F	1	Liriodendron Tulipifera- Tulip		
29	2223	Cranston Rd.	F	1	Quercus rubra- Northern Red Oak		
30	2215	Cranston Rd.	F	1	Cladrastis kentukea- American Yellowwood		
31	3685	Silsby Rd.	F	1	Amelanchier arborea- 'Common Serviceberry'		
32	3901	Silsby Rd.	F	1	Cladrastis kentukea- American Yellowwood	Vacant Lot	
33	3801	Washington Blvd.	F	1	Quercus Palustris- Pin Oak		
34	3801	Washington Blvd.	F	2	Quercus Palustris- Pin Oak		
35	3809	Washington Blvd.	F	1	Quercus rubra- Northern Red Oak		
36	3813	Washington Blvd.	F	1	Quercus rubra- Northern Red Oak		
37	3821	Washington Blvd.	F	1	Quercus rubra- Northern Red Oak		
38	3829	Washington Blvd.	F	1	Quercus rubra- Northern Red Oak		
39	3837	Washington Blvd.	F	2	Quercus rubra- Northern Red Oak		
40	3933	Washington Blvd.	F	2	Quercus rubra- Northern Red Oak		



CITY OF UNIVERSITY HEIGHTS
2021-2 CITY WIDE FALL TREE PLANTING

2021-2 City Wide Fall Tree Planting Project - BID FORM

Item No.	ADDRESS	STREET	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
41	2504	Rubyvale Dr.	F	1	Liriodendron Tulipifera- Tulip		
42	2504	Rubyvale Dr.	F	2	Liriodendron Tulipifera- Tulip		
43	2079	Stauton Rd	F	1	Liriodendron Tulipifera- Tulip		
44	3498	Raymont Blvd.	F	1	Acer Franksred- Red Sunset Maple		
45	3526	Raymont Blvd.	F	1	Acer Franksred- Red Sunset Maple		
46	3533	Raymont Blvd.	F	1	Acer Franksred- Red Sunset Maple		

CONTRACT TOTAL BID AMOUNT:

Bidder:

Name:

Address:

City:

Phone No.:



CITY OF UNIVERSITY HEIGHTS
2021-2 CITY WIDE FALL TREE PLANTING

2021-2 City Wide Fall Tree Planting Project - BID FORM

Item No.	ADDRESS	STREET	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
	Tree Species Specified		Number of trees		Tree Species Specified	Number of trees	
	Acer freemanii - 'Celebration'				Acer Rubrum - 'Bowhall' upright red maple		
	Acer freemanii- Armstrong Maple				Malus- Snow Drift Crabapple		
	Acer Franksred- Red Sunset Maple	10			Malus- Sugar Tyme Crabapple		
	Acer miyabei - State Street Maple				Malus- Prairifire Crabapple		
	Acer freemanii- Autumn Blaze Maple				Malus- Purple Prince Crabapple		
	Acer Rubrum - Brandywine				Amelanchier arborea- 'Common Serviceberry' or 'Spring Flurry'	1	
	Acer Plat.- Crimson King Maple				Lilac		
	Acer rubrum- Burgandy Belle Maple	2			Pear - Cleveland Select/Glen's Form		
	Acer Campestre - Hedge Maple	1			Jack Pear- Pyrus Calleryana 'Jaczam'		
	Acer - Buergerianum Trident Maple				Syringa reticulata 'Japanese Ivory Silk Lilac'		
	Acer saccharum- Sugar Maple				Cercis - Red Bud Forest Pansy		
	Celtis occidentalis- Common Hackberry				Redbud Oklahoma		
	Platanus Acerifolia (London Plane Tree)				Tilia Tomentosa - 'Sterling Silver Linden'	3	
	Frontier Elm				Upright European Hornbeam (Carpinus betulus 'Fastigiata')		
	Jefferson American Elm				Zelkova Schmidtlow- Wireless Zelkova		
	Princeton American Elm				TILIA X EUCHLORA- Crimean Linden		
					Liriodendron Tulipifera- Tulip	13	
	Quercus imbricaria- Shingle Oak				Cladrastis kentukea- American Yellowwood	4	
	Quercus rubra- Northern Red Oak	9			Corylus colurna- Turkish Filbert		



CITY OF UNIVERSITY HEIGHTS
2021-2 CITY WIDE FALL TREE PLANTING

2021-2 City Wide Fall Tree Planting Project - BID FORM

Item No.	ADDRESS	STREET	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
	Quercus bicolor- Swamp White Oak				Gleditsia tricanthos 'Draves'- Streetkeeper Honey Locust		
	Quercus phellos- Willow Oak				Black Locust 'purple robe' trees: Robinia pseudoacacia 'Purple Robe'		
	Quercus shumardii- Shumard Oak				Kusum tree (Schleichera oleosa) Lac Gum		
	Quercus Palustris- Pin Oak	3			Ginkgo biloba		
					Betula nigra 'Cully' Heritage River Birch		



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

**City of University Heights
 Division of Police**

2304 Warrensville Center Road
 University Heights, Ohio 44118



**UNIVERSITY
 HEIGHTS**

Michael D. Brennan
 Mayor/Safety Director
 (216) 932-7800

TO: Michael Dylan Brennan, Mayor / Safety Director
 City Council, University Heights
 Luke McConville, Law Director
 Dennis Kennedy, Finance Director

FROM: Dustin Rogers, Chief of Police DR

DATE: September 3, 2021

RE: 2021 Solon Jail Proposed 2-year Contract Extension

For the past 4 years Solon Jail has provided an effective, efficient, professional, and just service for the city while fulfilling our prisoner housing needs.

Regarding the 2021 Solon Jail proposed 2-year contract extension:

- This proposed agreement would extend the Solon jail prisoner housing services for the city an additional 2 years thru 09-30-23
- The base price of \$88,800 annually/\$7,400 monthly is the same figure as the previous 2-year agreement in 2019/2020
 - Prisoner medical expenses are in addition to the base price, and a very rough estimate for medical expenses is a few hundred dollars a month/approximately 3,600 a year
- The 2021 proposal benchmark for the \$8,000 credit to become effective is now being reduced to 140 prisoner bookings or less per year
 - We received the \$8,000 credit for 2019 and will also again soon for 2020, as both years we were way under 140 prisoner bookings
 - The 2019/2020 2-year agreement was 180 bookings or less for the \$8,000 credit to become effective

- The 2021 proposal benchmark for the \$8,000 extra fee to become effective is now being proposed/reduced to 800 or more prisoner days
 - We have been under 800 prisoner days every year since 2018/19, and way under that figure the last 2 years
 - The 2019/2020 2-year agreement was 900 prisoner days or more for the \$8,000 extra fee to become effective

The last 2 years of Solon jail stats/use were significantly impacted by the pandemic and jail intake restrictions. I expect this to continue to a degree for the remainder of the year and possibly into next year.

The 09-02-21 regional jail services assessment by our department's Jail Administrator again identifies Solon Jail as our best option for prisoner housing needs.

Considering the aforementioned, it is my perspective that the agreement terms proposed seem reasonable at this time. It is my understanding that this agreement is also intended to be considered by Solon's legislative process during this month, and the current 2-year agreement in place is set to expire on September 30th 2021.

At this time, I respectfully recommend entering into another 2-year contract with Solon Jail to provide prisoner housing services for the city through 09-30-23, and I respectfully request administrative and legislative approval for the city to enter into this agreement accordingly.

Thank you in advance for any possible consideration regarding this matter.

Attached: Proposed 2021 Solon Jail 2-Year Contract
 Regional Jail Services Assessment
 Solon Jail Housing/Booking Data Since 2018/19

Number _____

Effective _____

Division of Police
City of University Heights, Ohio
Inter-Departmental Memorandum

TO: Chief Rogers

Date: September 2, 2021

FROM: Lt. Kinley

TOPIC: Jail Services

.....

I have compiled the following information on jail services available within

Cuyahoga County and one facility in Geauga County:

There are only four full-service jails in Cuyahoga County:

Cuyahoga County Jail in downtown Cleveland

North Royalton City Jail

Parma City Jail

Solon City Jail

Gauga County Sheriff's Department maintains a full-service jail as well.

There are several cities within Cuyahoga County that maintain 12 day jails.

I will start with the 12 day jails. As far as I can tell from my research and contacts both at the city levels and through the State Jail Inspector, there are no 12 day jails currently accepting prisoners from other cities on a full-time contractual basis. Some cities will accept prisoners from other cities on an emergency basis for short-term housing (1-3 days) on either a per diem rate on average of \$75-100/day, or on a short term mutual aid basis for contiguous cities.

Based on this information, it would be unadvisable to rely on or attempt to enter into any type of agreement with a 12 day jail facility. When you factor in the 12 day limitation, it creates an even larger burden due to trying to schedule court hearings within that time constraint. Most of the 12 day facilities also have limited space as well, which would also create logistical issues if we had to potentially house prisoners in several different facilities at one time and keep track of who is where, what the different rules are, costs, etc.

As far as the full-service facilities are concerned, the choices are very limited.

Parma Jail is not accepting any new outside contracts as they are at capacity with the other agencies they already service, not to mention the distance.

North Royalton is also not accepting any new contracts, but could house on an emergency basis at the rate of \$80/day. We utilized North Royalton several years ago and the drive alone made it impractical as it took an average of 45 minutes one way.

Cuyahoga County Jail downtown is not accepting any contracts. We're even having trouble getting sentenced misdemeanants charged under State code in unless it is a crime of violence or sex crime

Solon City Jail is our current contracted facility and is working well to service our needs. We, along with Shaker Heights and Twinsburg, are the only cities that have contracts with Solon and they are not accepting any other contracts. We are fortunate to have this facility at our disposal and would surely lose the ability to go back on a contract basis if we were to go elsewhere, as jail space is currently the hottest commodity in the region.

Geauga County Jail does not have contract bed space available in their 180 bed facility at this time due to having contracts with Cuyahoga County, Garfield Heights, ICE, and several smaller communities; as well as reducing available space due to COVID. The rate is \$77.00/day if/when it should become available in the future. We would pay for the day in, but not the day out. It would be billed monthly based on use. Medical expenses, if incurred, are additional. They do have video capabilities as well as BAC and fingerprinting. They would not consider a set, flat contractual yearly rate, only the daily rate. Their facility is right next to University Hospitals Geauga Campus and they also have their own medical staff, which tends to reduce the medical issues that may arise. The downside is the distance. The jail is on State Route 44 in Munson, about half-way between State Route 87 and State Route 322. Without traffic, the drive is at least 35 minutes one way. With traffic and during the Winter, the drive time would increase significantly, not to mention when a prisoner would have to be transported to the Cuyahoga County Jail, the drive time would be outrageous. As Jail Administrator, I have to go to the jail 2-3 times a week on average to deal with various issues; from completing court paperwork to conducting video hearings, to transporting prisoners to the County Jail. I am usually gone anywhere from one and one-half to 3 hours depending on the situation. That time would increase if we utilized Geauga County, which would then also take time away from my other obligations. As you can see, there are pros and cons to using this facility, and they would need to be considered fully before choosing to switch.

In my opinion and having been the Jail Administrator off/on since 1996, Solon Jail remains the best option. Barring us building our own full-service jail and extending contracts to other cities to subsidize it, our options are limited.

Respectfully submitted,

Lt. Todd Kinley

University Hts.

Contract year 10-1- to 9-30

	<u>Housing Days</u>	<u>Inmates Booked</u>	
2018-2019	760	170	
2019-2020	570	112	COVID-Year
2020-2021 Through 8-22-21	507	93	COVID Year
3 year average	612	125	

**AGREEMENT
BETWEEN THE CITY OF SOLON
AND THE CITY OF UNIVERSITY HEIGHTS
FOR
PRISONER HOUSING SERVICES**

The **CITY OF SOLON** (“Solon”) and the **CITY OF UNIVERSITY HEIGHTS** (“University Heights”) agree as of the 1st day of October, 2021 (“Effective Date”) that University Heights may use the City of Solon Jail Facility (“Facility”) for persons to be incarcerated by legal authority of University Heights or its court systems.

INFORMATION:

CITY: City of University Heights
ADDRESS: 2300 Warrensville Center Road
CITY: University Heights STATE: Ohio ZIP: 44118
PHONE: 216-932-1800
CONTACT: Chief Dustin Rogers

TERM:

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date Twenty-four months thereafter, unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into **two (2)** consecutive twelve-month periods referred to as “Contract Years.” Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advance notice.

In the event that this Agreement is cancelled by the City of Solon prior to its expiration, University Heights shall be entitled to a one-time credit on account equal to no more than one month’s Base Amount due for annualized service costs as specified below.

In the event that this Agreement is cancelled by the City of University Heights prior to its expiration, University Heights shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement.

ANNUALIZED SERVICE COSTS:

University Heights agrees to pay Solon eighty-eight thousand eight hundred dollars and 00/100 (\$88,800.00) per annum as compensation for confining, supervising, boarding and providing other services for any and all prisoners, subject to the credit and additional fee provision below, plus additional and medical care costs, as agreed to in this Agreement. Solon shall send an invoice to University Heights periodically, but no more frequently than monthly: monthly invoices shall have a base amount due of \$7,400.00 (“Base Amount”), plus other accrued charges as specified below. Solon has the right to assess 1% interest per month on any unpaid invoice

after sixty (60) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by University Heights. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

The Parties agree that the expected volume of services provided, based on historical data, is approximated. In the event that the actual number of bookings and housings at the end of each contract year varies from this estimate, the following one-time adjustments will be made:

Less than 140 bookings in a Contract Year - \$8,000.00 credit on account to University Heights

More than 800 prisoner days in a Contract Year - \$8,000.00 additional fee to University Heights

Solon agrees to provide University Heights with a monthly count of prisoner bookings and prisoner days.

THE CITY OF UNIVERSITY HEIGHTS AGREES TO AND/OR WILL:

1. Transport prisoners to the Facility as needed by University Heights Police, subject to Solon notifying University Heights that it does not have sufficient capacity to accept any more prisoners or that prisoners cannot be housed due to medical/psychological/dental/vision, legal, or other extraordinary circumstance.
2. Pay charges as specified on this Agreement directly to the City of Solon, as billed.
3. Assume responsibility for costs associated with all medical/psychological/dental/vision care, prescription medication, and/or other extraordinary costs or services that may arise from Solon's confinement of University Heights's prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by University Heights, with required copies to Solon.
5. Assume responsibility for the transportation and appearance of University Heights's prisoners at all in-person court/legal proceedings.
6. Supply the City of Solon Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
7. Assume responsibility for the timely notice of release of inmates incarcerated by University Heights.

8. Assign any rights of revenue or collection from any third party regarding any sentenced prisoner that the County will pay housing or medical reimbursement for to University Heights.
9. Maintain liability insurance or an equivalent insurance rider in an amount not less than \$500,000 per incident or \$1,000,000 per annum for any prisoner housed or confined by the City of Solon as authorized by University Heights.
10. Ohio Revised Code 5705.41 requires that University Heights certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. University Heights and Solon agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs within University Heights. University Heights, in accordance with Ohio Revised Code 5705.41 will initially certify this agreement for \$100,000.00. In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal officer of University Heights, and/or exceed the initial certification amount, University Heights agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from University Heights's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of University Heights.

THE CITY OF SOLON AGREES TO AND/OR WILL:

1. Accept prisoners transported to the Facility by the University Heights Police Department, except when Solon has notified University Heights that it cannot accept the prisoner (s) from University Heights due to housing availability or medical/psychological condition.
2. Perform City of Solon required booking functions and processing, with records access to the University Heights Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for University Heights.
4. Provide and complete (with information provided by the University Heights Police Department) the necessary and appropriate forms for reception, booking, and release.
5. Provide video arraignment services from the Facility to the Shaker Heights Municipal Court at no additional cost to University Heights.
6. Facilitate emergency medical/psychological/dental/vision care to prisoners of University Heights, including emergency transportation to a hospital or mental facility as determined by the City of Solon Fire Department and/or the Jail Staff Physician at University Heights's cost. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no cost to University Heights.

7. Notify the University Heights Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
8. In the event that University Heights's prisoner is treated as a patient at any medical facility, the University Heights Police will maintain responsibility for security for their prisoner while at that facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed one hour. The City of Solon agrees to provide notice to University Heights's Chief of Police or the Chief's designee in a timely manner of the need for University Heights to provide such security. If the University Heights Police Department cannot provide security within the one hour timeframe, Solon will continue to guard the inmate at an hourly rate of 1.5 times the top hourly rate under the officer's collective bargaining agreement or highest statutorily established rate of pay. Hourly charges will be included on the periodic invoice.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF SOLON

CITY OF UNIVERSITY HEIGHTS

Edward H. Kraus, Mayor

Michael Dylan Brennan, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas Lobe, Esq., Director of Law

Luke McConville, Esq. Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Fiscal Officer, City of University Heights



UNIVERSITY HEIGHTS FIRE DEPARTMENT

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

Phone: 216.321.1939
Fax: 216.932.8584

Memoranda

TO: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR
CITY COUNCIL
FROM: CHIEF PERKO
SUBJECT: MOTION TO ACCEPT FY2020 FEMA AFG GRANT
DATE: SEPTEMBER 1, 2021
CC: KELLY THOMAS, CLERK OF COUNCIL

The Federal Emergency Management Agency (FEMA) offers an Assistance to Firefighters Grant (AFG) program. Through this program they support the needs of public safety in local communities.

The primary goal of the AFG is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and training emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience. This grant opportunity does not have a maximum award. The matching funds are 5% of the total request.

This year the Fire Department focused the grant on safety equipment and training related to technical rescue as a secondary part to the FY2019 grant submitted and awarded in the amount of \$127,140.

After careful consideration, FEMA has determined that our project submitted including the application, project narrative, request details, and budget information was consistent for an award.

The Fire Department obtained your approval to apply for related safety grants during the 2021 year on March 15, 2021. I am happy to announce that on July 27, 2021 the Fire Department received official notification that the \$101,400 grant project was approved. FEMA is contributing \$96,571.43 to the award and the city must provide matching funds of \$4,828.57.

Therefore, I am respectfully requesting the approval to accept the FY2020 FEMA AFG Grant for the purchase of technical rescue training and personal expenses.

Thank you.

RESOLUTION NO. 2021-34

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2019 SPECIAL ASSESSMENTS IN THE AMOUNT OF \$4,000,000.00 FOR THE CORE RETAIL PARCEL IN THE UNIVERSITY SQUARE DEVELOPMENT, PERMANENT PARCEL NO. 721-01-001, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights is a party to a certain Cooperative Agreement together with the Cleveland-Cuyahoga County Port Authority and the property owner (the “Cooperative Agreement”) in connection with the \$40,500,000.00 Cleveland-Cuyahoga County Port Authority Senior Special Assessment/Tax Increment Revenue Bonds, Series 2001A (University Heights, Ohio – Public Parking Garage Project), dated December 1, 2001 and Cleveland-Cuyahoga County Port Authority Subordinate Tax Increment Revenue Bonds, Series 2001B (the “Bonds”);

WHEREAS, pursuant to Section 3.2(b) of the Cooperative Agreement, the City is obligated to annually “levy and collect special assessments from the property benefited by the Project in amounts sufficient to pay Debt Service Charges and Administrative Expenses” on the Bonds;

WHEREAS, the debt service to pay the Bonds was to be generated from payments made by the owners of certain parcels in lieu of real estate taxes generated by those parcels comprising the University Square development, and if the payment proved to be insufficient to repay the debt service on the Bonds, the debt service would be secured by special assessments on said parcels;

WHEREAS, the special assessments are certified for the sole purpose of protecting and benefiting the bondholders and currently serve only to secure the defaulted Bond payments owed to such bondholders;

WHEREAS, on September 4, 2001, the City adopted the resolution of necessity pursuant to the requirements of Section 727.12 of the Ohio Revised Code and passed the ordinance to proceed for the acquisition, construction, installation, equipment and improvement of the University Square Project;

WHEREAS, on September 4, 2001, the City passed the assessing ordinance pursuant to the requirements of Section 727.25 of the Ohio Revised Code for the levying of the special assessments;

WHEREAS, UMB Bank, as Trustee for the bondholders, has demanded that the special assessment in the agreed-upon amount of \$4,000,000.00 be levied for tax year 2019 on the Core Retail Parcel (PPN 722-01-001), due to changed circumstances which, in the discretion of the Trustee, make the levying of said assessment in the best interests of the bondholders; and

WHEREAS, Cuyahoga County has established a deadline for certification of special assessments of September 13, 2021;

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

Section 1. The Council hereby levies a special assessment in the amount of Four Million and 00/100 Dollars (\$4,000,000.00) on the Core Retail Parcel (PPN 721-01-001) of the University Square Project for tax year 2019, such amount being agreed upon by the parties to the Cooperative Agreement and the City to be equal in amount to the debt service charges and administrative expenses payable on the Bonds during the annual period.

Section 2. The Finance Director shall prepare an assessment for tax year 2019 in accordance with the Cooperative Agreement and Section 1 hereof above. The Finance Director shall file a copy of said assessment with the Clerk of Council and deliver the same to the Cuyahoga County Fiscal Office for filing on the tax duplicate for tax year 2019 on or before the deadline of September 13, 2021.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2019 for collection in 2022 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio and Council hereby directs the Cuyahoga County Fiscal Office to take any steps necessary to certify this special assessment to the tax duplicate for tax year 2019.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the applicable deadline of September 13, 2021. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form:

Luke F. McConville, Law Director

RESOLUTION NO. 2021-35

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2021 SPECIAL ASSESSMENTS IN THE AMOUNT OF \$4,000,000.00 FOR THE CORE RETAIL PARCEL IN THE UNIVERSITY SQUARE DEVELOPMENT, PERMANENT PARCEL NO. 721-01-001, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights is a party to a certain Cooperative Agreement together with the Cleveland-Cuyahoga County Port Authority and the property owner (the “Cooperative Agreement”) in connection with the \$40,500,000.00 Cleveland-Cuyahoga County Port Authority Senior Special Assessment/Tax Increment Revenue Bonds, Series 2001A (University Heights, Ohio – Public Parking Garage Project), dated December 1, 2001 and Cleveland-Cuyahoga County Port Authority Subordinate Tax Increment Revenue Bonds, Series 2001B (the “Bonds”);

WHEREAS, pursuant to Section 3.2(b) of the Cooperative Agreement, the City is obligated to annually “levy and collect special assessments from the property benefited by the Project in amounts sufficient to pay Debt Service Charges and Administrative Expenses” on the Bonds;

WHEREAS, the debt service to pay the Bonds was to be generated from payments made by the owners of certain parcels in lieu of real estate taxes generated by those parcels comprising the University Square development, and if the payment proved to be insufficient to repay the debt service on the Bonds, the debt service would be secured by special assessments on said parcels;

WHEREAS, the special assessments are certified for the sole purpose of protecting and benefiting the bondholders and currently serve only to secure the defaulted Bond payments owed to such bondholders;

WHEREAS, on September 4, 2001, the City adopted the resolution of necessity pursuant to the requirements of Section 727.12 of the Ohio Revised Code and passed the ordinance to proceed for the acquisition, construction, installation, equipment and improvement of the University Square Project;

WHEREAS, on September 4, 2001, the City passed the assessing ordinance pursuant to the requirements of Section 727.25 of the Ohio Revised Code for the levying of the special assessments;

WHEREAS, UMB Bank, as Trustee for the bondholders, has demanded that the special assessment in the agreed-upon amount of \$4,000,000.00 be levied for tax year 2021 on the Core Retail Parcel (PPN 722-01-001); and

WHEREAS, Cuyahoga County has established a deadline for certification of special assessments of September 13, 2021;

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

Section 1. The Council hereby levies a special assessment in the amount of Four Million and 00/100 Dollars (\$4,000,000.00) on the Core Retail Parcel (PPN 721-01-001) of the University Square Project for tax year 2021, such amount being agreed upon by the parties to the Cooperative Agreement and the City to be equal in amount to the debt service charges and administrative expenses payable on the Bonds during the annual period.

Section 2. The Finance Director shall prepare an assessment for tax year 2021 in accordance with the Cooperative Agreement and Section 1 hereof above. The Finance Director

shall file a copy of said assessment with the Clerk of Council and deliver the same to the Cuyahoga County Fiscal Office for filing on the tax duplicate for tax year 2021.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2021 for collection in 2022 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio and Council hereby directs the Cuyahoga County Fiscal Office to take any steps necessary to certify this special assessment to the tax duplicate for tax year 2021.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the applicable deadline of September 13, 2021. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form:

Luke F. McConville, Law Director