



**CITY COUNCIL MEETING AGENDA (in person and on Youtube)**

**7:00PM**

**THURSDAY, SEPTEMBER 23, 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.**

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

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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. Preconstruction Meeting for Residents regarding Knez New Home Builds for South Taylor Place and 2241 South Green Road
  - B. Information from Mike Foley, Director of Cuyahoga County Department of Sustainability Regarding Electric Scooters
  - C. Motion to Approve Appraisal and Consulting Proposal from Jim Huber, Ritley Huber LLC regarding University Square Shopping Center 2203 Warrensville Center Road
  - D. Motion to Approve Appraisal and Consulting Proposal from Jim Huber, Ritley Huber LLC regarding University Square Parking Garage 14060 Cedar Road
  - E. 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 (on second reading)
  - F. Resolution 2021-36 Authorizing the Mayor to Seek Financial Assistance from the Ohio Public Works Commission (OPWC) State Public Works Program to Fund a Capital Infrastructure Improvement Project and Declaring an Emergency

- G. Ordinance 2021-37 Authorizing the Mayor to Enter into a Contract with Cuyahoga County, Ohio for the Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road in the City of University Heights, on the Terms and Conditions set forth therein, Requesting the Cooperation of Cuyahoga County, Ohio, and Declaring an Emergency
- H. Motion Authorizing Mayor to Enter into Contract with Parks Tree Inc. of Eastlake for the 2021-1 Tree Pruning and Removal Contract in an amount not to exceed \$31,210
- I. Motion to Accept and Award Contract for 2021 – 2023 Service Department Temporary Labor Staffing to Minute Man Staffing in an amount not to exceed \$91,514.50
- J. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

Directors Reports:

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

- 8. Adjournment

**AGENDA**

**THURSDAY, SEPTEMBER 23, 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

September 9, 2021

City of University Heights  
c/o Luke F. McConville, Esq. - Law Director  
Nicola, Gudbranson & Cooper, LLC  
25 West Prospect Avenue, Suite 1400  
Cleveland, OH 44115

via email: [mcconville@nicola.com](mailto:mcconville@nicola.com)

Re: Appraisal and Consulting Services  
University Square Shopping Center  
2203 Warrensville Center Road  
University Heights, Ohio  
PPN: 721-01-001  
Owner: University Square Real Estate Holdings LLC

Dear Mr. McConville:

We welcome the opportunity to submit a proposal for real estate appraisal and consulting of the above captioned property. This assignment will estimate compensation due to the owner for the City of University Heights' eminent domain action. The appraisal will be presented in a narrative format. For purposes of clarity, we have divided the proposal into the following appropriate sections. Please also note the appraisal will be completed in a manner consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Appraisal Institute's Standards of Professional Practice.

#### NATURE OF THE PROPOSED STUDY

The assignment is to estimate the current market value of the above captioned property as of the effective date of the City of University Heights' proposed eminent domain action.

Market value is defined as: The most probable price which a property should bring in a competitive market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he/she/it considers his/her/its own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Our appraisal will only cover the value of the real estate only. No personal property will be included in this study.

Luke F. McConville, Esq.  
September 9, 2021

### SCOPE OF WORK

Our appraisal will utilize the three recognized approaches to value, to the extent each is applicable, including the Cost Approach in which we will estimate the replacement cost of the construction, the loss in value from depreciation (if any), the value of the land, and the depreciated cost of the land improvements. Our estimate of value by the Sales Comparison Approach will take into account sales, if any, which we are able to determine have taken place or offerings (if there are no sales) of comparable properties, making appropriate adjustments for the differences between these comparables and the subject property. We will also use the Income Approach in which we will estimate the gross and net income which can reasonably be anticipated from the subject property. Our capitalization technique will reflect the way we believe the most probable buyer would behave when presented with this class of investment considering current economic conditions and in comparison with other, similar quality investments. Our final estimate of value will be the result of reconciling these three estimates of value and will reflect our judgment as to the relative significance of each.

Our appraisal procedure will involve the following:

- A physical inspection of the subject property and its neighborhood to determine its suitability for its present or any alternate use. This portion of the study is to detail the strength of the market for the existing utilization by examining the demographic and land use patterns affecting the productivity of this parcel of land and its improvements.
- Development of replacement cost estimates from nationally recognized cost service bureaus and local sources with accompanying depreciation deductions developed from market study.
- A search for comparable sales, rental and operating data involving personal examination of public records and investigations through owners, local real estate brokers, MAI's and other appraisers, mortgage brokers, and consultants.
- A projection of estimated income and expense and other pertinent information.
- An analysis of the approaches to value developed discussing the strengths and weaknesses of each, together with a final value conclusion.
- Preparation and delivery of an electronic copy and two hard copies of the completed report, addressed to you.

Luke F. McConville, Esq.  
September 9, 2021

SCOPE OF WORK (Continued)

We have assumed that you will provide us with the following:

- A plat or survey of the property, if available.
- A legal description of the property.
- The building plans, if available.
- Rental charges, copies of any lease agreements and other financial data pertaining to the operation of the facility, including the last three years' income and expense statements, if available.
- A copy of any easements and operating agreements for the property.
- Any other soils test results, engineering, and environmental studies that may have been performed.
- A current title report, if available.

LIABILITY

The liability of Ritley Huber LLC, its employees and/or agents is limited only to the client who is paying the fee ("Client") and to the amount of the fee actually received by the firm. Further, acceptance and use of this report constitutes agreement by anyone relying on it to these terms and conditions and that there is no accountability, obligation, or liability to any third party. If this report is given to anyone other than Client, the Client shall make such party aware of all the limiting conditions and assumptions incorporated in this assignment. The appraisers are not responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; whether physical, financial, and/or legal. In accepting the delivery of the report, client agrees, in case of a lawsuit (brought by lender, partner or part owner in any form of ownership, as well as any tenant, beneficiary, or any other party), any and all awards or settlements of any type in such suit, regardless of the outcome, that the Client and all parties will completely hold harmless this firm, its employees and/or agents in any such action. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his/her own risk. The parties hereby agree the jurisdiction venue shall be in Cuyahoga County, Ohio.

Luke F. McConville, Esq.  
September 9, 2021

### TIMING

Our office will be able to undertake this assignment upon your written authorization to proceed and expect to have a draft copy of the appraisal completed within eight weeks (contingent upon timely receipt of all requested information noted herein) and our final appraisal report completed one week thereafter. Our fee for services is due upon the submission of each phase of our work. If payment is not received within 30 days, an interest charge of 1.0% per month will be added to the outstanding balance. You also agree to pay and reimburse us for any costs, fees or expenses, including attorney's fees, incurred by us to collect any portion of unpaid invoices from you.

### COST

The cost to prepare the appraisal report is \$9,250. Since this is a local assignment, there are no out-of-pocket charges. Any additional time associated with post appraisal counseling and appearance for depositions and/or testimony in a court of law will be billed by us and paid by the client at my standard billing rate of \$300 per hour or portion thereof devoted to the matter (portal-to-portal). If, for any reason, the project is cancelled after work has commenced, client agrees to reimburse Ritley Huber LLC for its personnel's time at the firm's standard billing rates (which presently range from \$110 to \$350 per hour) and all chargeable expenses (special third party reports, travel, etc.) incurred up to the time of cancellation. Clients putting projects on hold (which have already commenced) for more than 30 days may incur a reinitiation expense.

### AUTHORIZATION

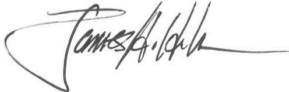
If this proposal is satisfactory, the responsible party (client) may formally authorize us to proceed by signing one copy of this letter and returning it to me together with a \$2,500 retainer. Please keep a copy for your records. If there are any questions with regard to the scope of this proposal or our understanding of the contemplated assignment, please contact me so that any additions or corrections can be made.

Luke F. McConville, Esq.  
September 9, 2021

We will look forward to working with you on this and future assignments.

Yours truly,

RITLEY HUBER LLC



By: James A. Huber, MAI  
State Certified Real Estate Appraiser  
General Certificate Number 450141

JAH/lw

J:\LETTERS\PROPOSAL\2021\McConville 2203 Warrensville Center Road JAH 9-9-21.wpd

ACKNOWLEDGED AND AGREED

By: _____	_____
Authorized Signature	Date
_____	_____
Print Name	Title

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



September 9, 2021

City of University Heights  
c/o Luke F. McConville, Esq. -Law Director  
Nicola, Gudbranson & Cooper, LLC  
25 West Prospect Avenue, Suite 1400  
Cleveland, OH 44115

via email: [mcconville@nicola.com](mailto:mcconville@nicola.com)

Re: Appraisal and Consulting Services  
University Square Parking Garage  
14060 Cedar Road  
University Heights, Ohio  
PPN: 721-01-003  
Owner: University Square Parking LLC

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- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he/she/it considers his/her/its own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Our appraisal will only cover the value of the real estate only. No personal property will be included in this study.

Luke F. McConville, Esq.  
September 9, 2021

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- A projection of estimated income and expense and other pertinent information.
- An analysis of the approaches to value developed discussing the strengths and weaknesses of each, together with a final value conclusion.
- Preparation and delivery of an electronic copy and two hard copies of the completed report, addressed to you.

Luke F. McConville, Esq.  
September 9, 2021

SCOPE OF WORK (Continued)

We have assumed that you will provide us with the following:

- A plat or survey of the property, if available.
- A legal description of the property.
- The building plans, if available.
- Copies of any engineering reports and repair cost estimates relating to the subject property.
- Rental charges, copies of any lease agreements and other financial data pertaining to the operation of the facility, including the last three years' income and expense statements, if available.
- A copy of any easements and operating agreements for the property.
- Any other soils test results, engineering, and environmental studies that may have been performed.
- A current title report, if available.

LIABILITY

The liability of Ritley Huber LLC, its employees and/or agents is limited only to the client who is paying the fee ("Client") and to the amount of the fee actually received by the firm. Further, acceptance and use of this report constitutes agreement by anyone relying on it to these terms and conditions and that there is no accountability, obligation, or liability to any third party. If this report is given to anyone other than Client, the Client shall make such party aware of all the limiting conditions and assumptions incorporated in this assignment. The appraisers are not responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; whether physical, financial, and/or legal. In accepting the delivery of the report, client agrees, in case of a lawsuit (brought by lender, partner or part owner in any form of ownership, as well as any tenant, beneficiary, or any other party), any and all awards or settlements of any type in such suit, regardless of the outcome, that the Client and all parties will completely hold harmless this firm, its employees and/or agents in any such action. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his/her own risk. The parties hereby agree the jurisdiction venue shall be in Cuyahoga County, Ohio.

Luke F. McConville, Esq.  
September 9, 2021

### TIMING

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### COST

The cost to prepare the appraisal report is \$8,500. Since this is a local assignment, there are no out-of-pocket charges. Any additional time associated with post appraisal counseling and appearance for depositions and/or testimony in a court of law will be billed by us and paid by the client at my standard billing rate of \$300 per hour or portion thereof devoted to the matter (portal-to-portal). If, for any reason, the project is cancelled after work has commenced, client agrees to reimburse Ritley Huber LLC for its personnel's time at the firm's standard billing rates (which presently range from \$110 to \$350 per hour) and all chargeable expenses (special third party reports, travel, etc.) incurred up to the time of cancellation. Clients putting projects on hold (which have already commenced) for more than 30 days may incur a reinitiation expense.

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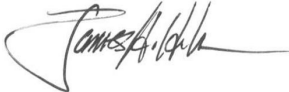
If this proposal is satisfactory, the responsible party (client) may formally authorize us to proceed by signing one copy of this letter and returning it to me together with a \$2,500 retainer. Please keep a copy for your records. If there are any questions with regard to the scope of this proposal or our understanding of the contemplated assignment, please contact me so that any additions or corrections can be made.

Luke F. McConville, Esq.  
September 9, 2021

We will look forward to working with you on this and future assignments.

Yours truly,

RITLEY HUBER LLC



By: James A. Huber, MAI  
State Certified Real Estate Appraiser  
General Certificate Number 450141

JAH/lw

J:\LETTERS\PROPOSAL\2021\McConville 14060 Cedar Road JAH 9-9-21.wpd

ACKNOWLEDGED AND AGREED

By: _____	_____
Authorized Signature	Date
_____	_____
Print Name	Title

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Resolution 2021-29

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

(CITY COUNCIL)

Revised Code, Secs. 5705.34-5705.35

The Council of the City of University Heights, Cuyahoga County, Ohio, met in Regular session on the 23rd day of September 2021, at the office of Meeting Room - 2181 Miramar with the following members

present:

Three horizontal lines for listing members present.

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

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

2022 ; and

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

RESOLVED, By the Council of the City of University Heights, Cuyahoga County, Ohio, that the amounts and rates, as determined

by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

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

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

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

**SCHEDULE B**

**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

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

and be it further

**RESOLVED**, That the Clerk of this Council be and he is hereby directed to certify a copy of this

Resolution to the Fiscal Officer of said County.

Mr./Mrs. \_\_\_\_\_ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council



CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, \_\_\_\_\_ County, ss.

I, Kelly M. Thomas, Clerk of the Council of the City  
of University Heights within and for said County, and in whose custody the Files  
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby  
certify that the foregoing is taken and copied from the original Resolution 2021-29

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

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk of Council

No. Resolution 2021-29

\_\_\_\_\_  
COUNCIL OF THE CITY OF

University Heights

\_\_\_\_\_  
Cuyahoga County, Ohio.

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

(City Council)

\_\_\_\_\_  
Adopted \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Filed \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
County Fiscal Officer

By \_\_\_\_\_  
Deputy



**UNIVERSITY**  
HEIGHTS

**Dennis G. Kennedy, CPA - Finance Director**  
**[dkennedy@universityheights.com](mailto:dkennedy@universityheights.com)**  
**216.932.7800 x258**

September 16, 2021

Ohio Public Works Commission


Dear Sir/Madam:

Please be advised of the following:

1. I, Dennis Kennedy, am the appointed Finance Director of the City of University Heights;
2. The City is undertaking a project related to the resurfacing of Warrensville Center Road;
3. The City matching share of \$250,000 is necessary to support funding from Cuyahoga County;
4. The project is estimated to begin on or after January 1, 2022;
5. The estimated cost of the project is \$1,972,344.

Therefore, I hereby certify that the \$250,000 in funding necessary to support matching revenue from Cuyahoga County will be available on or after January 1, 2022 and be credited to the Capital Improvement Fund (Fund #400) of the City.

Further, I certify the estimated loan amount of \$1,472,344 will be appropriated in annual repayment amounts, as approved by Council, on or after January 1, 2022. Said loan repayments will be paid from legally appropriated funds credited to the Debt Service Fund (Fund #300) of the City.

  
\_\_\_\_\_  
Fiscal Officer Certification – Dennis G. Kennedy, CPA

9-17-21  
\_\_\_\_\_  
Date

Please direct any questions to my attention at [dkennedy@universityheights.com](mailto:dkennedy@universityheights.com) or via phone at 216-932-7800, x258.

**RESOLUTION NO. 2021-36**

**RESOLUTION AUTHORIZING THE MAYOR TO SEEK FINANCIAL ASSISTANCE FROM THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE PUBLIC WORKS PROGRAM TO FUND A CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law, and

**WHEREAS**, pursuant to Section 164.06 of the Ohio Revised Code, the District One Public Works Integrating Committee (DOPWIC) has been created to accept, evaluate and recommend applications for the State financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County, and

**WHEREAS**, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission (OPWC) has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County, and

**WHEREAS**, the City has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure improvement projects.

**NOW THEREFORE, BE IT RESOLVED by the Council of the City of University Heights, County of Cuyahoga and State of Ohio:**

**Section 1:** The Mayor is hereby authorized to apply to the District One Public Works Integrating Committee and the OPWC for financial assistance for the following infrastructure improvement project:

**WARRENSVILLE CENTER ROAD RESURFACING**

**Section 2:** The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendations of the City Engineer, and approved as to form by the City Law Director, in accordance with all authority granted to and limitations upon by the City Director of Finance.

**Section 3:** This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the further reason it is necessary to certify this document at the earliest time.

**WHEREFORE**, this Resolution shall be in full force and effect immediately upon its passage and adoption.

**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. 2021-37**

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CUYAHOGA COUNTY, OHIO FOR THE RESURFACING OF WARRENSVILLE CENTER ROAD FROM FAIRMOUNT BOULEVARD TO CEDAR ROAD IN THE CITY OF UNIVERSITY HEIGHTS, ON THE TERMS AND CONDITIONS SET FORTH THEREIN, REQUESTING THE COOPERATION OF CUYAHOGA COUNTY, OHIO, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of University Heights has recognized the need for and proposes the improvement of a portion of public highway described as follows: the resurfacing of Warrensville Center Road from Fairmount Boulevard to cedar road in the City of University Heights (the “Project”);

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

Section 1: Consent. It is declared to be in the public interest that the consent of the City of University Heights (the “City”) be and such consent is hereby given to Cuyahoga County, Ohio (the “County”) to participate in the cost of construction of the Project.

Section 2: Cooperation.

- a. The County and the City will cooperate in the Project
- b. The City will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
- c. The City will arrange for the supervision and administration of the construction contract.
- d. The County will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these documents are required prior to the advertisement of the construction contract. The County will make an inspection of the completed Project.
- e. The City shall agree to provide the County with a complete set of as-built plans upon the completion of the Project.

Section 3: Funding.

- a. The City hereby agrees to participate with the County in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the County’s portion of the Project.
- b. The County shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer’s policies up to a maximum of \$250,000.
- c. In the event the City secures additional funding for the Project, County’s financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
- d. The anticipated construction cost for this Project is \$1,972,344.00. To determine funding eligibility, the County will be notified immediately of any significant changes to the scope of work or construction cost.

Section 4: Maintenance. Upon completion of said resurfacing, the City will thereafter keep said highway open to traffic at all times; and

- a. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
- b. Maintain the right-of-way and keep it free of obstruction in a manner satisfactory to the County and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and

- c. The County shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
- d. After construction of the Project is complete, the City agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Environmental Protection Agency (O.E.P.A.).

Section 5: Traffic.

- a. Upon completion of the Project, City will thereafter keep said highway open to traffic at all times; and
- b. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
- c. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
- d. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “four-way Stop” as provided in the aforesaid Manual are met; and
- e. No rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road use shall be rescinded; and
- f. The City shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

Section 6: Right-of-Way.

- a. That all existing street and public right-of-way within the City which is necessary for the Project shall be made available therefore.
- b. That the City will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

Section 7: Utilities.

- a. That the City will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said City.
- b. That the County will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation’s Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
- c. That it is hereby agreed that the City shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation’s Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.

- d. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

Section 8: Miscellaneous.

- a. That if the City includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the City agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
- b. That the City shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the County shall be and is hereby released from any and all damages or claims of the City arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
- c. For matters relating to this Project, the agent for the County and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
- d. City agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the County and its designated agents for purpose of audit and examination upon reasonable request.
- e. By enacting this Ordinance, the City agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The City also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

Section 9: Authority to Sign.

- a. That the Mayor of said City is hereby empowered and directed on behalf of the City to enter into agreements with the County necessary to complete the planning and construction of this improvement.
- b. That the Mayor of said City is hereby empowered and directed on behalf of the City to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

Section 10: 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 11: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the further reason it is necessary to certify this document at the earliest time so that the City's can enter into a contract with the County and obtain the grant funding set forth herein. Wherefore, this ordinance shall take effect at the earliest time allowed by law.

**WHEREFORE**, this Ordinance shall be in full force and effect immediately upon its passage and adoption.

**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**



February 24, 2021

The Honorable Mayor Michael Dylan Brennan  
City of University Heights  
2300 Warrensville Center Road  
University Heights, Ohio 44118

RE: County Road 2021-2022 50/50 Funding Program – Warrensville Center Road from Fairmount Boulevard to Cedar Road.  
County ID No. 1321

Dear Mayor Brennan:

County Council has approved the public convenience and welfare for the above referenced roadway resurfacing project. As per the enclosed agreement, the County shall contribute 50% to the cost of construction up to a maximum of \$250,000. The total estimated construction cost is \$1,560,000.

Enclosed herein please find:

1. One (1) copy of the Agreement of Cooperation between the County of Cuyahoga, Ohio, and the City of University Heights; and
2. One (1) copy of the Ordinance of Consent; and
3. One (1) copy of the Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. We request that you do not alter the enclosures. **Please note that all processed documents must contain original signatures (signed in ink–no photocopied signatures, please). The Ordinance should bear a municipal seal or certification stamp. Please fill out only Part E on the License Tax Application.**

Our Highway Design Department will be contacting the City in the coming weeks regarding the required design submittal documentation as mentioned in Section B-4 of the agreement.

If you would like an electronic copy of the enclosed documents, please contact Monique Schulte at [mschulte@cuyahogacounty.us](mailto:mschulte@cuyahogacounty.us). If you have specific questions regarding the above, please contact June Gauss, Sr. Project Manager at (216) 348-3888.

Sincerely,

Nichole English, Chief Planning and Programming Administrator  
Department of Public Works

Enclosures – as noted

cc:

CCDPW: M. Dever, T. Sotak, C. George, A. Stoll, Project No. 1321  
City of University Heights: Ciuni, Pokorny, Kennedy



## AGREEMENT

### **Between the County of Cuyahoga, Ohio and the City of University Heights for the Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the City of University Heights (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. \_\_\_\_\_ adopted by Council of the City of University Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **WITNESSETH:**

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road in the City of University Heights (the "Project").

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

#### **A. CONSENT**

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

#### **B. COOPERATION**

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of

these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.

5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

**C. FUNDING**

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$250,000.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$1,560,000. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

**D. MAINTENANCE**

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal

Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

**E. TRAFFIC**

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. UTILITIES**

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **H. MISCELLANEOUS**

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.

5. By entering into this agreement, I agree on behalf of the City of University Heights to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

**City of University Heights**

---

**Mayor**

**County of Cuyahoga, Ohio**

**By:**

---

**Armond Budish, County Executive**

**ATTEST:**

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**Clerk of Council**

**Warrensville Center Road**

**ORDINANCE NO:** \_\_\_\_\_

An emergency ordinance enacted by the City of University Heights, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY, in the matter of the hereinafter described improvement and requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY.

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road in the City of University Heights (the “Project”).

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

**A. CONSENT**

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

**B. COOPERATION**

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. County approval of these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.
5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

**C. FUNDING**

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer's policies up to a maximum of \$250,000.
3. In the event MUNICIPALITY secures additional funding for the Project, County's financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.
4. The anticipated construction cost for this project is \$1,560,000. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

**D. MAINTENANCE**

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

**E. TRAFFIC**

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “Four-way Stop” as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. UTILITIES**

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility



Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **H. MISCELLANEOUS**

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also

agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

**I. AUTHORITY TO SIGN**

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
  
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvement to promote highway safety, and provide it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of Council

\*\*\*\*\*

CERTIFICATE OF COPY

State of Ohio )  
County of Cuyahoga )  
City of University Heights )

I, \_\_\_\_\_, as Clerk of the City of University Heights Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. \_\_\_\_\_, Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Council  
City of University Heights, Ohio

TO: THE COUNTY OF CUYAHOGA, OHIO

DATE: \_\_\_\_\_

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

**PART A**

**PROJECT DESCRIPTION**

MUNICIPALITY: University Heights ROAD: Warrensville Center Road

ROAD NUMBER: \_\_\_\_\_ PROJECT LENGTH: \_\_\_\_\_

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): \_\_\_\_\_

ACCIDENTS DURING PAST YEAR: Prop. Damage: \_\_\_\_\_ Pers. Inj.: \_\_\_\_\_ Fatal: \_\_\_\_\_

EXISTING PAVEMENT WIDTH: \_\_\_\_\_ RIGHT OF WAY WIDTH: \_\_\_\_\_ SPEED LIMIT: \_\_\_\_\_

RAILROAD CROSSINGS AT: \_\_\_\_\_

EXISTING BRIDGES OVER 20 FOOT SPANS: \_\_\_\_\_

Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road in the City of University Heights.

**PART C**

**TRAFFIC CONTROL INVENTORY**

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: \_\_\_\_\_ IF NO, LIST DEFICIENCIES: \_\_\_\_\_

\_\_\_\_\_ ARE EXISTING SIGNALS INTERCONNECTED?: \_\_\_\_\_

NUMBER OF EXISTING: Full actuated signals: \_\_\_\_\_ Semi-actuated signals: \_\_\_\_\_

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: \_\_\_\_\_

EXISTING PARKING REGULATIONS: \_\_\_\_\_

**PART D**

**FUNDING**

	<u>COST ESTIMATE</u>	<u>LCNS TAX</u>	<u>PROPOSED FINANCING (\$ OR %)</u>			
			<u>MUNICIPAL</u>	<u>COUNTY</u>	<u>FEDERAL</u>	<u>OTHER</u>
<u>PRELIMINARY ENGR.</u>						
<u>RIGHT-OF-WAY</u>						
<u>CONSTRUCTION ENGR.</u>						
<u>ROADWAY &amp; PAVEMENT</u>						
<u>STRUCTURES</u>						
<u>OTHER</u>						
<u>TOTALS</u>						

RECOMMENDED FINANCING: \_\_\_\_\_

**PART E**

**MUNICIPAL ACTION**

PROPOSED BY: \_\_\_\_\_ TITLE: Mayor DATE: \_\_\_\_\_

ACTION BY COUNCIL: \_\_\_\_\_ Ordinance No. \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Clerk of Council)



CITY OF UNIVERSITY HEIGHTS  
SERVICE DEPARTMENT  
**MEMORANDUM**

To: City Council  
Mayor Michael D. Brennan

From: Jeffrey Pokorny, Service Director

Date: September 17, 2021

Re: Bid Tabulation and Recommendation of Award for the 2021-1 Tree Pruning and Removal Contract.

Bids for the 2021-1 Tree Pruning and Removal Contract were opened Friday September 10, 2021.

There was one bid received as follows:

**Parks Tree Inc. of Eastlake, Ohio bid \$ 31,210.**

Parks Tree Inc. has satisfactorily performed pruning and removal services on previous City of University Heights projects.

As the lowest and best bid received for the 2021-1 Tree Pruning and Removal Contract, I recommend award of the Contract to Parks Tree Inc. of Eastlake, Ohio in the amount of \$ 31,210.

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

Should you require any additional information please contact me.

Cc: Dennis Kennedy, Finance Director

1	3818	Bushnell Rd.	Bushnell Rd.	1	stump	12							x							180		
2	3874	Bushnell Rd.	Bushnell Rd.	1	Princeton Elm	5	x	x												Clear the wire at the top, train for main leader	150	
3	4034	Bushnell Rd.	Bushnell Rd.	1	Red Oak	45							x	x						30% Dieback (removal?)	3500	
4	4038	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15							x	x						declining rapidly	225	
5	4070	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15							x	x						Trunk wound	225	
6	4157	Bushnell Rd.	Bushnell Rd.	1	Norway Maple	15							x	x						Trunk wound, Poor health	225	
7	2236	Fenwick	Bushnell Rd.	1	Littleleaf linden	20							x	x							400	
8	2236	Fenwick	Bushnell Rd.	1	Goldenraintree	10							x	x							150	
9	2551	Laurelhurst	Laurelhurst	1	Silver Maple	33						x	x								400	
10	2548	Laurelhurst	Laurelhurst	1	Locust	24						x	x							Clear the house side	400	
11	4052	Meadowbrook Blvd.	Meadowbrook Blvd.	1	stump	18								x							270	
12	3630	Northcliffe Rd.	Northcliffe Rd.	2	Silver Maple	27								x	x					all leads dead	1000	
13	3533	Raymont Blvd	Raymont Blvd	1	stump	18								x							270	
14	3585	Raymont Blvd	Raymont Blvd	1	stump									x							grind both sides of new tree to level treelawn	800
15	2220	S. Belvoir Blvd	S. Belvoir Blvd (Median)	11	Crabapple	2								x							50	
16	2650	S. Belvoir Blvd	S. Belvoir Blvd (Median)	6	Crabapple	6								x							90	
17	2331	Saybrook Rd.	Saybrook Rd.	1	Pin Oak	36								x	x					large tearout	3500	
18	2335	Traymore Rd	Traymore Rd.	1	Pear	14								x	x					large tearout	196	
19	2321	Traymore Rd.	Traymore Rd.	1	Norway Maple	21								x							315	
20	1	Walter Stinson Park	Walter Stinson Park	25	Silver Maple	22								x	x					behind 3926 Silsby	1500	
21	4013	Washington Blvd	Washington Blvd	1	stump	36								x							540	
22	3650	Washington Blvd	Washington Blvd.	1	Silver Maple	40								x	x					large tearout	2400	
23	2646	Eaton Rd.	Eaton Rd.	1	stump	12								x							180	
24	2648	Eaton Rd.	Eaton Rd.	1	Silver Maple	36								x	x						3800	
25	2480	Eaton Rd.	Eaton Rd.	1	Silver Maple	30										x				Remove the dead wood	400	
26	3789	Northwood Rd.	Northwood Rd.	1	Oak	36														Remove dead limb over the street	125	
27	3781	Northwood Rd.	Northwood Rd.	1	Silver Maple	33														Remove dead limb over the street	125	
28	2475	Channing Rd.	Channing Rd.	1	stump	10								x							150	
29	4073	Conover Rd.	Conover Rd.	1	stump	18								x						Across from 4075 at the stop sign	270	
30	4075	Conover Rd.	Conover Rd.	2	stump	18								x						Across from 4075 at the stop sign	270	
31	3866	Faversham Rd.	Faversham Rd.	1	stump	12								x							180	
32	2179	Cranston Rd.	Cranston Rd.	1	Ash	18								x	x						324	
33	2215	Cranston Rd.	Cranston Rd.	1	Crabapple	8								x	x						150	
34	2247	Barrington Rd.	Barrington Rd.	1																large tearout	2000	
35	2370	Charney Rd.	Charney Rd.	1	Linden	20							x	x						Reduce the house side	200	
36	2643	Warrensville Center Rd.	John Carroll Blvd.	3	Stump	18								x							150	
37	2292	Ashurst Rd.	Ashurst Rd.	1	Stump	15								x							150	
38	2236	Fenwick Rd.	Bushnell Rd.	S-2	stump	20								x							400	
39	3917	Faversham Rd.	Faversham Rd.	1	stump	18								x							150	
40	3842	Grenville Rd.	Grenville Rd.	1	Pin Oak	48								x	x					Split Main Leader at the top- remove and inspect	2000	
41	2242	Warrensville Center Rd.	Silsby Rd.	S-2	stump	15								x							200	
42	3629	Northcliffe Rd.	Schoff Rd.	S-1	Oak	40							x	x	x					Remove limbs over the house	1500	
43	3662	Silsby Rd.	Canterbury Rd.	S-1	Oak	36							x	x	x					Remove limbs over the house	1500	
44	2379	Loyola Rd.	Loyola Rd.	1	Crabapple	10								x	x					Reduce the house side	200	

Total Bid Amount 31210

Bidder: PARKS TREE INC  
Name: ANDREW STROJIN  
Address: 34612 LAKELAND



CITY OF UNIVERSITY HEIGHTS  
SERVICE DEPARTMENT  
**MEMORANDUM**

To: City Council  
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: September 20, 2021

Re: 2021 – 2023 Temporary Labor Staffing Contract Bid Results

The Re-Bid to provide temporary labor to the City of University Heights on an as needed basis for 2021 through 2023 were opened Friday September 17, 2021.

Following are the results:

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

Other firms which were sent the legal advertisement but did not provide a bid:

Tradesmen International 9775 Rockside Rd. Valley View, OH 44125

Area Temps, Inc. 4511 Rockside Road Independence, OH 44131

Robert Half, 25101 Chagrin Blvd, Beachwood, OH 44122

Integrity Staffing Services, 6009 Landerhaven Dr. Mayfield Hts., OH 44124

Adecco Staffing, 3737 Park E Dr., Beachwood, OH 44122

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

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

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

Should you require any additional information please contact me.

CC: Dennis Kennedy, Finance Director

**CITY OF UNIVERSITY HEIGHTS  
BID FORM**

Mark envelope: "2021-2023 TEMPORARY LABOR PROGRAM"

To the Clerk of Council:

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

**UNIT PRICE CONTRACT**

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

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

**SUB TOTAL**

\$ 29,619.80  
(2021)

\$ 30,487.30  
(2022)

\$ 31,407.40  
(2023)

**TOTAL BID**

\$ 91,514.50

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

Ninety one thousand five hundred fourteen dollars and 50 cents

DOLLARS \$ 91,514.50

**NOTE: Laborers not to drive any motorized vehicles.**