



**CITY COUNCIL MEETING ~ 7:00PM
AGENDA**

MONDAY, MARCH 21, 2022

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 face coverings are no longer required.

Under the City Charter and state law, University Heights City Council meetings are open to the public. Rather than attend in person, at this time we encourage the public to view the meeting on the City of University Heights YouTube channel, which may be accessed here: <https://bit.ly/3quuble>

People wishing to make public comment are encouraged to submit their comments in writing to be read into record during the “Comments from the Audience” portion of the meeting. Please submit your full name and address with your public comment. Noting the traditional 5-minute limit, please limit your written public comment to 650 words. Please email your comment to info@universityheights.com by 4:00pm on the day of the meeting, or in the alternative, mail or drop off your comment to City Hall at 2300 Warrensville Center Road such that it is received by the deadline.

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

1. Roll Call
2. Pledge of Allegiance;
3. Reading and Disposal of the Journal;
4. Additions and Removals from the Agenda; Referrals to Committee;
5. Comments from the Audience;
6. Reports and Communications from the Mayor, and the taking of action thereon;
7. Reports and Communications from the City Council, and the taking of action thereon;

8. Reading and Disposition of Ordinances, Resolutions, Motions, and Consideration of agenda items:
 - A. Motion to Confirm the Appointment of Matthew Casey to the University Heights Planning Commission for a Term of Four (4) Years
 - B. Motion to Confirm the Appointment of Edward Reichel to the University Heights Planning Commission for a Term of Four (4) Years
 - C. Motion to Confirm the Re-Appointment of April Hirsh Urban to the University Heights Planning Commission for a Term of Four (4) Years
 - D. Ordinance 2022-16 Enacting Codified Ordinance Section 1424.14 Entitled “Engineering Fees” and Declaring an Emergency
 - E. Motion to seeks bids for 2022 General Yard Nuisance Abatement Contract
 - F. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

9. Reports and communications from the Directors of the Department of Finance, the Department of Law, the Department of Public Safety, the Department of Public Service, and other department heads as applicable, and the taking of action thereon;

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	

10. Reports of standing committees and the taking of action thereon;

BUILDING/HOUSING

Chairperson Barbara Blankfeld

Committee: Chris Cooney, John Rach, Brian King (alt.)

COMMUNITY OUTREACH

Chairperson Brian King

Committee: Michele Weiss, Barbara Blankfeld, Sheri Sax (alt.)

ECONOMIC DEVELOPMENT

Chairperson John Rach

Committee: Michele Weiss, Barbara Blankfeld, Justin Gould (alt.)

FINANCE

Chairperson Michele Weiss

Committee: John Rach, Justin Gould, Barbara Blankfeld (alt.)

RECREATION

Chairperson Chris Cooney

Committee: Brian King, Sheri Sax, Michele Weiss (alt.)

SAFETY

Chairperson Justin Gould

Committee: Brian King, Sheri Sax, Chris Cooney (alt.)

SERVICE AND UTILITIES

Chairperson Sheri Sax

Committee: Chris Cooney, Justin Gould, John Rach (alt.)

COMMITTEE OF THE WHOLE

Vice Mayor Michele Weiss

11. Reports of special committees, and the taking of action thereon;

12. Unfinished and miscellaneous business;

13. Adjournment

ORDINANCE 2022-16

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE ENACTING CODIFIED ORDINANCE SECTION 1424.14 ENTITLED “ENGINEERING FEES” AND DECLARING AN EMERGENCY.

WHEREAS, Engineering inspection services are required from time to time in connection with the construction of residential and commercial projects in the City;

WHEREAS, the City engages its Engineer to make such inspections to ensure that the applicable City codes and standards are followed

WHEREAS, the costs of engineering fees are necessary project costs of the developer and must be covered by the developer;

WHEREAS, the City wishes to codify this requirement;

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

Section 1. The Council hereby enacts Codified Ordinance Section 1424.14 entitled “Engineering Fees” which shall read in its entirety as follows:

1424.14 ENGINEERING FEES.

- (a) Whenever the Building Department or the Housing and Community Development Department require inspection services by the City Engineer in connection with any construction project, the City Engineer shall make a reasonable estimate of its inspection fees. The property owner or developer shall be obligated to deposit with the Building Department or Housing and Community Development Department, as the case may be, the estimated amount of engineering inspection fees.
- (b) Following the provision of engineering inspection services by the City Engineer or its designee, the City Engineer shall present its invoice for said services with the Building Department or the Housing and Community Development Department, as applicable. The City shall apply the amounts on deposit to pay said engineering inspection fees.
- (c) In the event that the amount on deposit for engineering inspection fees is greater than the actual costs for said engineering inspection fees as set forth in the City Engineer’s invoice, the amounts remaining on deposit shall be promptly refunded to the owner or developer.

Section 2. 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 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, the emergency being the need to ensure that the City can recoup the costs of engineering inspection fees on construction projects, since those costs are appropriately allocated to the owner or developer if such projects; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor. This ordinance shall take effect from and after 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

INVITATION FOR BIDS

LEGAL NOTICE

Sealed bid proposals will be received at the office of the Clerk of Council of the City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 Noon on the 6th day of April, 2022** for:

2022 GENERAL YARD NUISANCE ABATEMENT

Will be publicly opened and read immediately thereafter for the general yard nuisance abatement in accordance with specifications prepared by the Service Director on file in the office of the Clerk. Work is to take place during the 2022 calendar year.

Copies of the Specifications, Instructions to Bidders, and other contract documents are available in the office of the Clerk of Council of the City of University Heights.

The City of University Heights reserves the right to reject any and all bids, to waive any informality in the bids received, and to accept any bid which it deems most favorable.

By order of the Council of the City of University Heights, Ohio.

Kelly Thomas, Clerk of Council
City of University Heights, Ohio

Adv: March 24, 2022
 March 31, 2022

GENERAL YARD NUISANCE ABATEMENT

PROJECT DESCRIPTION

The City of University Heights invites you to publicly bid on providing complete General Yard Nuisance Abatement Services, as desired by the City of University Heights.

TERM

The Term of this Agreement shall be that work will commence upon Notice of Authorization to Proceed and all work shall be fully completed on or before December 31, 2022. The City may have the option to extend this Agreement for up to a total of one (1) more year or any portion thereof upon expiration of the original Agreement Term. If the City extends this Agreement and funds are not available for a subsequent fiscal year in the extension period, this Agreement shall automatically terminate upon expiration of the present current fiscal year.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and supervision to provide complete general yard nuisance abatement services, as desired by the City of University Heights, in accordance with this specification. This work shall include but not necessarily be limited to the short summary below:

GENERAL YARD NUISANCE ABATEMENT

The Contractor is to perform general yard nuisance abatements, as requested by the City in writing or electronically, and mow those with high grass. High grass is defined as grass or weeds greater than 8 inches in length (see attached University Heights Codified Ordinances).

A list of properties requiring services will be provided in writing or electronically on a regular basis. Required abatements will be assigned on Mondays and Thursdays. Those assigned on Monday should be scheduled to be done on Tuesday. Those assigned on Thursday should be done on Friday. A separate list of approximately eight properties are to be done weekly throughout the season. During the months of May and June there are an extraordinary number of abatements which may not continue throughout the season. Contact information will be handled by the City of University Heights Housing and Community Development Director or his representative in the Housing Department at (216) 932-7800.

PROPERTY CLEANUP

The Contractor is to provide any or all of the following services, as requested in writing by the City and after confirming that the property owner has been cited:

- Mow high grass;
- Trim shrubs;
- Leaf cleanup;
- Yard waste debris removal;
- Properties will be trimmed and blown (sidewalks and drives clear of any grass clippings or debris).

The Contractor is required to take photos of each job before and after the completion of the work. These photos must include:

- **A photograph prior to the abatement to show evidence of a nuisance condition. This photograph must include the property address.**
- **A photograph after the abatement to show evidence of the abatement. This photograph must also include the property address.**
- **The City will provide an electronic means to transfer these photographs from the Contractor to the City.**

INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and save the City and each and all of its public officials harmless of any and all suits, liens, claims, actions, or causes of actions arising out of the performance of this Contract asserted by any individual and/or entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contractors or any claim of breach thereof, any claim arising out or based upon any alleged violation of federal, state, or local law, statute, or ordinance. The Contractor shall, at his/her 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. The Contractor shall obtain liability insurance in the minimum amount of One Million Dollars (\$1,000,000) naming the City as an additional insured. The insurance policy shall contain a provision requiring notification to the City of any cancellation and/or amendment thereto, no later than thirty (30) days prior to such proposed cancellation and/or amendment.

The Contractor will maintain full workers' compensation coverage for all of Contractor's employees and 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 evidenced by submitted certificates thereof to the City prior to the execution of this Contract, provided, however, that the failure to submit such certificate shall not relieve the Contractor of the full indemnification obligations required herein.

WARRANTIES, REPRESENTATIONS, COVENANTS

The Contractor warrants: that he/she 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 written notice in advance to the Building Commissioner, and any objection thereto shall be presented first to the Mayor, and then to the City 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 not engage in or participate in any form of discrimination.

CONTRACTOR'S PERFORMANCE

The Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City or its authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor in writing.

The Contractor will have one (1) day from the receipt of notice of unsatisfactory performance to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement, at the sole discretion of the City. Additionally, this Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.

WORK HOURS

The Contractor may perform services between the hours of 8:00 a.m. and 7:00 p.m. Monday – Friday, and 9:00 a.m. and 5:00 p.m., Saturday and Sunday.

BASIS FOR AWARD

Contract will be awarded to the Contractor submitting the lowest and best bid for all or some portion of the work as soon as practicable after opening of the bids. The right is reserved to reject any and all, including alternates, to waive technicalities, or to solicit for new proposals, if in the judgement of the awarding authority the best interests of the City will be promoted thereby.

REFERENCES

The Contractor shall provide with submission of the bid form a list of three references.

EQUIPMENT

The Contractor shall provide with submission of the bid form a list of equipment to be used.

PROPERTY DAMAGE

The Contractor shall be responsible for repair of any property damage and restoration of any area disturbed to the satisfaction of the Housing and Community Development Director prior to final payment. Any repair/restoration of damaged area shall be performed at Contractor's sole cost and expense.

INVOICING – PAYMENT

- Return a completed invoice to the Housing and Community Development Director Geoff Englebrecht at genglebrecht@universityheights.com prior to the last day of the month.
 - If the last day of the month falls on a Saturday, please return the monthly invoice the Friday before.
 - If the last day of the month falls on Sunday, please return the monthly invoice the Monday after.
- Please invoice each property separately for work completed that month.
- Once approved by the Housing and Community Development Director invoice(s) will be submitted to the Finance Department for payment to Contractor.

**GENERAL YARD NUISANCE ABATEMENT
BID FORM**

The Contractor hereby proposes to furnish General Yard Nuisance Abatement services in accordance with the provision of the request for bid document of which this form is a part:

SERVICE	2022 RATE
High Grass Nuisance Abatement	\$ per house
Trim Shrubs	\$ per hour
Leaf Cleanup	\$ per hour
Debris Removal	\$ per hour

Bid submitted by **(PLEASE PRINT)**:

(Company)

(Title: Owner, Partner, Corporate Officer)

(Name)

(Street Address)

(Phone Number)

(City, State, Zip)

(Federal I.D. Number)

(Signature, **in ink**)

(E-mail Address)

Bidder Qualifies As (please circle answer):

Minority Business Enterprise (MBE)

Yes

No

Women's Business Enterprise (WBE)

Yes

No