



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY (IT) MANAGED SERVICES FOR
THE CITY OF UNIVERSITY HEIGHTS

Sealed submissions responsive to this Request for Proposals, plainly marked: “RFP IT Managed Services for City of University Heights” on the outside of the mailing envelope, addressed to the City of University Heights, Council Chairman, 2300 Warrensville Center Road, University Heights, OH 44118 will be accepted until 12:00 p.m. on XXXXXXXXXXXXXXXXXXXX.

The City is interested in receiving proposals from qualified information technology firms specializing in comprehensive managed services. Ideally, the City prefers firms with some familiarity with a municipal environment however will entertain a company or companies that can supply specific needs in the requested IT areas. Such providers should be able to provide responsive, high-quality services that are specific to the criteria listed or can show strengths in all criteria.

The City seeks to hire a vender to provide a comprehensive team capable of enhancing the current City infrastructure, cybersecurity, business systems, promote resiliency, ensure a maximum return on its technology-related investments, and run daily operations.

Please submit all questions in writing to **Ben Schaefer, Executive Asst. to the Mayor & Special Projects Coordinator, bschaefer@universityheights.com, 216-932-7800 x205.**

The City of University Heights reserves the right to reject any or all submissions, to proceed or not with any proposal or process, and to negotiate such terms and conditions of any proposal, agreement, lease, or other contract that may be in the best interest of the City.

The City reserves the right to terminate or amend this process at any time.

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73

A. SUMMARY OF THE CITY’S OBJECTIVES

The City of University Heights is pleased to invite qualified Information Technology (IT) Service Providers to assist with IT related functions that are to include both the Migration into the Cloud Service (Tasks 1 to 4 below) and the Subsequent Routine Maintenance, Service and User Support (the remaining tasks below):

Migration into the Cloud Services

1. Assess the scopes and feasibility of migrating as many as possible currently in-house services to the cloud.
2. Plan and Execute such a migration.
3. Plan and Execute the transition to a new phone services in collaboration with the City, possibly with VoIP as backbone.
4. Plan and Execute the migration of the current accounting and payroll system from VIP Analytics to VIP Cloud or to a Virtual Server running in the Cloud, whichever better facilitates longterm maintenance and is more cost effective. This shall be done with close cooperation with the Finance Director of the City.

Subsequent Routine Maintenance, Service and User Support

5. Endpoint and Printer Management and Backup
6. Server Management and Backup
7. Network Maintenance & Monitoring,
8. Helpdesk support and on-site support,
9. Cyber Security,
10. Vendor Management,
11. Network Architecture and Design
12. Microsoft Office License Management

The City currently uses a hybrid in-house/outsourced approach to implement these services. Working knowledge and experience with municipal operations is preferred; the City currently uses approximately 3 applications to supports its operations, including but not limited to: Microsoft Office 365; Adobe Creative Clouds; Microsoft Exchange, as well as a number of legacy applications, such as VIP Analytics accounting and payroll system.

The current firm providing managed services to the City supplies on-site personnel, as needed, to respond to daily network and user needs. The preferred vendor will provide comprehensive support and expertise needed to ensure the City’s information technology systems enable municipal operations daily, as well as providing overall guidance for network enhancements and future growth. Proven diagnosis and assessment capabilities, expert technical skills, availability, and strong customer service are required.

Regular communication, collaboration and coordination with the City’s Mayor and Council IT representative is critical to the success of the chosen vendor. Preferred vendors must be able to illustrate experience working in dynamic, high-paced environments, including strategies used to ensure work is properly coordinated and deployed.

Proposals will be evaluated on all qualification criteria, including cost.

74 The ideal vendor will resolve computer systems and network issues in accordance with standards and
75 acceptable maintenance and support benchmarks. The successful vendor will be expected to organize
76 Help Desk service calls efficiently and to ensure that there is NO significant computer downtime during
77 normal working hours, generally 8:00 a.m. to 4:30 p.m., Monday through Friday, in addition to 24-
78 hour operations for Public Safety. The vendor is expected to report on status of technology issues and
79 communicate effectively with City departments on a quarterly basis.

80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116

B. BACKGROUND INFORMATION

The City of University Heights provides municipal services to approximately 13,914 residents and is located about 10 miles east of Cleveland, Ohio. Home to John Carroll University, University Heights is an urban suburb that celebrates diversity. Our community’s mosaic is replete with educational and religious institutions, walkable neighborhoods, local eateries, shopping and nearby amenities, offering residents the opportunity to build a life by design, find their forever homes and plant roots.

The City currently uses a hybrid in-house/outsourced approach to implement management and development of its information technology resources. Working knowledge and experience with municipal operations is preferred. Additionally, experience in Public Safety Systems and Criminal Justice Information Systems (CJIS) Security Policy preferred. This experience can be noted in the response.

The City depends upon a technology infrastructure that provides information technology services across 3 locations on a single campus and include essential and emergency response functions that require 24/7 service such as Police, Fire, and Community Services. These locations are connected via the WOW! (recently renamed Breezeline) network. The City also owns and operates several point-to-point wireless connections. Additionally, the City currently provides multiple independent business functions that collect significant customer payments through various payment gateways and point of sale locations, including annual multi-million-dollar operations.

The City is currently relying upon a single vendor to provide day-to-day operational and long-term development support for the bulk of its information technology needs. With the ongoing technology changes, the City is open to working with more vendors who can specialize in one area even if they do not have Municipal knowledge.

Current IT set up is vendor supplied on-call IT support personnel who are dedicated to IT services with remote Help Desk and network monitoring and maintenance provided during regular business hours.

The City seeks a firm or firms that has the technical expertise, breadth of experience, and availability to support its information technology needs in a municipal organization, and provide advice to guide its critical infrastructure, security, and software decisions into the future.

117
118
119

C. SCOPE OF WORK

120

121 The scope of services is intended to ensure proper operation of the City’s networked computer
122 system, equipment, and related network infrastructure and business systems. It is anticipated to
123 include, but not be limited to the following:

124

1. ENDPOINT AND PRINTER MANAGEMENT

125

126 The City maintains 9 Desktops, 20 Laptops and ? Tablets in various locations throughout the
127 City. The City is requiring the following for endpoints:

128

- 129 • Inventory Control & Reporting
- 130 • Warranty Management
- 131 • Asset Tracking
- 132 • Purchasing new computers and peripherals and advising on specs related to purchases
- 133 • Setting up new computers for users with a wide variety of needs
- 134 • Patching and compliance for Operating Systems and Installed Applications
- 135 • Mobile Device Management
- 136 • Endpoint Encryption
- 137 • Anti-virus & Anti-malware management and remediation
- 138 • Security Policy Management
- 139 • Sensitive Data Tracking
- 140 • Remote Monitoring of hardware and software for errors, warnings, or non-compliance
- 141 • Installation and maintenance of UPS units
- 142 • Troubleshoot printer/scanning issues; interface with vendors to coordinate repairs

143

2. SERVER MANAGEMENT

144

145 The City currently hosts 1 physical and 6 virtual servers; most of these servers are in the City Hall
146 server room, with some servers located in off-site locations. The physical server is rented from
147 the current IT contractor.

148

149 The scope of work includes, but is not limited to:

150

151

152

153

154

155

156

- Inventory Control & Reporting
- Warranty Management
- Asset Tracking
- Patching and compliance for Operating Systems and Installed Applications
- Endpoint Encryption for offsite servers
- Anti-virus & Anti-malware management and remediation
- Security Policy Management

- 157
- 158
- 159
- 160 • Remote Monitoring of hardware and software for errors, warnings, or non-compliance.
- 161 • Firewall Monitoring and Management
- 162 • Off-site backup storage & Disaster Recovery of City’s data and applications
- 163 • Management of City’s Servers
- 164

165 3. NETWORK MAINTENANCE AND MONITORING

166

167 The City has a relatively small network that spans 3 closely located buildings, with a core switch
168 located in City Hall. The City also finds itself relying more heavily on wireless technologies as
169 time goes on. This network and wireless technology are mission critical and needs to be monitored
170 24/7/365. 24/7 Hour support with a 1-hour SLA is required for all network related outages.

171 The scope of work includes, but is not limited to:

- 172 • Inventory Control & Reporting
- 173 • Warranty Management
- 174 • Asset Tracking
- 175 • Patching and compliance for Operating Systems, appliance upgrades and all network
176 equipment including firewalls, switching, routing and wireless infrastructure
- 177 • Security Policy Management
- 178 • Remote Monitoring of hardware for errors, warnings, or non-compliance
- 179 • Monthly change control reporting
- 180 • Monthly reporting on configuration backup

181 4. HELP DESK SUPPORT AND ON-SITE SUPPORT

182

183

184 The City supports about 100 End Users. The vendor is expected to provide SLA-based, remote
185 support in administering to the City’s IT needs. Onsite is expected when required to support the city.
186 This includes end user support and training, department level systems and capital needs planning,
187 and input into major system enhancements. Vendor will participate collaboratively with various
188 departments to fulfill service needs and will make recommendations for future purchasing and
189 technology upgrades when advisable. Personnel providing services under this contract resulting from
190 the RFP must be fully qualified to perform the required work.

191 Help Desk Support Remote must include:

- 192 • Service Call Tracking
- 193 • Monthly reports on problems, issues, affected users, problem categories
- 194 • Application and operating system help desk services

195

- 196 • Guidance and user support pertaining to proper use of city applications and systems
- 197 • Guidance and user support pertaining to proper response to security concerns such
- 198 as websites, emails, and application behavior.
- 199 • Construction of a knowledge base of Support Resolutions and Instructional How-To
- 200 articles. The platform housing this data, and the data within the platform shall be
- 201 owned by the City.
- 202 • Support during Business Hours: Support during business hours must include on-site
- 203 support as well as phone or remote support as needed to meet the requirements below.
- 204 Business Hours are Mondays through Friday from 7:00 a.m. until 5:30 p.m. City
- 205 Holidays are excluded.
- 206 • Provide after-hours emergency support to the needs of Department and Division’s
- 207 routinely operating outside normal business hours (Police, Fire, Utilities, Maintenance
- 208 and Recreation).
- 209 • Support staff available to assist in user training and orientation on the first day of
- 210 any newly hired City Employee.
- 211 • Support of City Hall Employees by 7:30 a.m. each morning.
- 212 • Support for basic phone problems.
- 213 • Support to trouble shoot basic network issues with the use of the City’s remote
- 214 monitoring system.
- 215 • Support should have a good understanding of all the Internet connections and
- 216 providers.
- 217 • Support to rollout new computers/laptops
- 218 • Support to rollout replacement switches
- 219 • Support for reviewing cyber security logs
- 220 • Support for reviewing current IT Management systems (Switches, Network,
- 221 Wi-Fi)
- 222 • Support staff will report to **Michael D Brennan, The Mayor**

223

224

225 5. CYBER SECURITY

226

227 The City has deployed a robust, multilayered approach to security-focused technologies: DNS
228 Security, Anti-malware software deployed to all Endpoints, Anti- virus & Security software
229 deployed to Servers, and Endpoints.

- 230 • Monitoring & Management of the existing DNS Security.
- 231 • Monitoring & Management of the existing/or vendor provided Anti-malware System.
- 232 • Monitoring & Management of the existing/or vendor Anti-virus and Security system.

233

- Provide standard Anti-virus software, and management of said software to all end point devices.

236

237 6. VENDOR MANAGEMENT

238

239 The City hosts various municipal vendor software applications that require a resource to become
 240 proficient in supporting the application’s internal operations (application subject matter experts).
 241 The City also works with several vendors providing services to the City that fall under the scope of
 242 IT Management. The successful firm will be required:

- To meet with all City application vendors, as needed.
- To work with vendors in jointly resolving issues or problems with vendor supplied software and to schedule updates and upgrades to provided services.
- Monitor vendor provided services and proactively reach out to vendors when and if those services stop working.
- To create and curate a Knowledge Base of Problem Resolution and How-To documentation for all line of business applications and for all vendor provided services. The city shall retain this information in the event of a severance of services by provider at a future date.

251

252 7. NETWORK ARCHITECTURE AND DESIGN

253

254 The City’s network architecture (components, technologies, etc.) and design (layout and organization)
 255 must evolve to meet several larger objectives and long-term goals in our unique environment(s). The
 256 Mayor and City Council or designee will work closely with the selected vendor to discuss, design,
 257 develop, and implement various improvements regarding network topologies, hosting, services,
 258 security, redundancy, and disaster recovery (DR). This is in response to the requirements for continuity
 259 of operations for critical government operation during various types of disaster events.

- These include natural disasters, technological, biological, nuclear, or other situations where the city government needs to function days, weeks, or months in a state where one or more facilities are off-line or disconnected from the main network.
- Help design and plan for new technologies, network upgrades, and evolving security standards, and assist current City IT resources implement evolutions to the current network up to an architecture that supports more redundancy and overall, less dependence on any one physical location.
- Plan for strategic improvements regarding hosting, services, data storage, security, and the DR issues discussed above.
- Help plan testing of DR operations on a regular schedule.

270

271 8. SUPPORT OF BUSINESS APPLICATIONS/SOFTWARE

272

273 The City relies on business applications to provide services for a significantly diverse business
 274 functions (examples: recreation programs, facility rentals, water and wastewater utilities, infrastructure
 275 management, communications, human resources, payroll, finance, etc.). Departments will work with
 276 the selected vendor to ensure business applications are implemented efficiently, cost effectively, and
 277 reliably.

278

279 Management of these diversion business applications includes but is not limited to:

280

- 281 • Software updates and installation
- 282 • Coordination with third party software vendors to resolve

283
284 **9. Service Levels and Expected Response and Resolution Time**

285
286 The City expects the IT support service firm to meet the following service levels and targeted response
287 and resolution time for critical services interruption and help desk ticket resolution.

288

Service Level	Response Time	Resolution Time
Critical (essential city functions interrupted, or multiple system/multiple users affected, no workaround)	One Hour Response	90% resolved within 4 hours
High (important city functions interrupted, single system/single user affected, no workaround)	Two hour response	90% resolved within 8 hours.
Normal (important city function suffer performance issue, single system/single user performance issue, important feature requests)	Four hour response	75% resolved within 16 business hours
Low (minor performance issue, routine feature requests.)	One business day response	75% resolved within a week

289
290
291
292

293 **D. SUBMITTAL CONTENT REQUIREMENTS**

294
295 Proposers should address each component of the scope of work, indicating how they meet the
296 minimum standards set forth therein, and demonstrating how their personnel, experience, and
297 expertise can best fulfill the City’s specific needs.

298 The City will take into consideration the requirements for each topic, and the City’s desire to move
299 from reactive support model.

300 Submittal requirements are intended to enable the City to make an objective comparison of each
301 proposal, and to select a partner or partners that best meets the City’s stated objectives.

302 The selected partner or partners will be expected to execute a services agreement with the City
303 immediately following selection.

304
305
306 **1. COVER LETTER**

307
308 The cover letter is the proposer’s official letter transmitting the complete proposal to the City.
309 The cover letter must include:

- 310 • The full name and address of the proposer’s organization(s).
- 311 • The state of incorporation or in which it is licensed to operate
- 312 • The form of business, and the name and contact information for your organization or
313 team for this proposal.

- 314 • A concise statement indicating whether the proposer is prepared to supply all services
315 set forth in the Scope of Work or only some. State clearly which sections of the Scope
316 of Work are included in your proposal with reference to the numbering above.

317 If the proposer consists of a team or joint venture, an authorized representative of each of the
318 participating organizations is required to sign the letter. Respondents must include a chart or diagram
319 explaining the intended form and structure of any proposed partnership or joint venture.
320

321

322

2. COMPANY PROFILE

323

324 Please provide detailed information regarding the proposer's company, including:

- 325 • Organizational structure
326 • Number and tenure of all employees, including key staff that will fulfill
327 services contained in this proposal
328 • A list of personnel certifications (including those held by key staff)
329 • A list of the number of full-time personnel qualified to support each element of the
330 scope of services (e.g., cybersecurity, 1 FTE)
331 • Total number of current clients
332 • Total number of current municipal clients

333

- 334 • A list of three current references (including contact information) with similar
335 networks. These networks do not need to be city or municipal networks.
- 336 • Financial information – the city may elect after reviewing proposals to ask for
337 financial information, to be submitted confidentially, from vendors to ensure
338 financial resources and stability prior to further consideration.

339

340 3. PROJECT NARRATIVE

341

342 Provide a detailed narrative description of your approach to each component of the Scope of
343 Work. Information to be provided should include experience with the task, quality and experience
344 of specific personnel proposed to fulfill each respective function (include resumes), project
345 management skills and quality control strategies, and estimated cost/range of cost options, by
346 task. The proposal should identify the personnel that will be dedicated specifically to supporting
347 the City of University Heights and the shared resources that will be provided by the vendor, but
348 not solely dedicated to the City.

349 The City seeks IT support services that are responsive, reliable, proactive, and forward-looking,
350 while maximizing cost effectiveness.

351

352

353 4. COST OF SERVICES

354

355

356 For the three transitions to the Cloud Services, the City anticipates one time cost upon the
357 satisfactory completion of the services.

358

359 For the subsequent maintenance service, the City anticipates entering a monthly cost for services
360 engagement, with a minimum term of one year; the City will also consider a multiple-year term if
361 advantageous to the City. Please provide a total monthly fee and associated breakdown by task.
362 For the Help Desk/On-site Support Scope, please break down your proposed fee for each element
363 separately (e.g., on-site support should be a stand-alone item).

364 While the City requests this contract be all inclusive, it recognizes that there may be instances
365 where services may exceed those considered in a basic monthly scope of work. Please provide
366 your firm’s opinion on what types of services might fall into this category and provide appropriate
367 pricing – examples could include: site visits outside of prescheduled visits; after hours, emergency
368 response visits; additional discounts for multi-year agreements; other special circumstances.

369 Cost proposals shall be submitted in a separate, sealed envelope labeled “Cost Proposal”, and
370 summarized on the attached RFQ-Bid-Sheet.

371
372
373
374

E. SUBMITTAL PROCESS

375
376

Two (2) hard copies and 1 electronic copy (on a thumb drive) of the proposal must be delivered to the address indicated above by **XXXXXXXXXXXXXXXXXXXX**, by **12:00 p.m.** Late proposals will not be opened. Proposers are encouraged to avoid the use of synthetic report covers and partitions. The Cost Proposal shall be submitted in a separate sealed envelope, clearly marked, with the proposal.

382
383
384
385

F. SELECTION PROCESS

386
387

Proposals will be evaluated according to the following criteria:

389
390
391
392
393
394
395
396
397

- Responsiveness to submission requirements
- Comparable managed services experience
- Strength of entity members/completeness of the team
- Understanding the goals and direction set forth as expressed in the Scope of Work and through the interview process
- Staffing capacity
- The extent to which the overall proposal meets or is likely to meet the City’s objectives, as outlined in Scope of Work

398
399
400
401
402
403

The City may select one or more entities to interview; the selected firms will be expected to present the proposal, and respond to questions. Interviews will be a factor in the overall qualitative evaluation of Proposals. In addition, the City reserves the right to make a site visit to the proposer’s place of business as part of its interview process.

G. ADDITIONAL INFORMATION, RFP TIMELINE AND CITY RESERVATION OF RIGHTS

404
405

All requests for additional information and/or questions should be directed, in writing, to **Ben Schaefer, Executive Asst. to the Mayor & Special Projects Coordinator, bschaefer@universityheights.com, 216-932-7800 x205** no later than **XXXXXXXXXX**, at **5:00 p.m.**

410
411
412

RFP Timeline

RFP EVENTS	DATE/TIME

Issuance of RFP/Legal Notice	
Deadline for Formal Proposal Questions	
Pre-proposal Meeting and City's Response to Proposal Questions	
Proposal Submission Deadline/Demonstration	
Interviews and Evaluation Period	
Notification of Selected Vendor	
Presentation of Selection to City Council	
Award of Proposal and Contract Execution	

- 413
- 414
- 415
- 416
- 417 The City reserves the right to undertake such investigation as it deems necessary to evaluate the
- 418 proposers and to evaluate its submittal.
- 419 The City reserves the right to request additional information as part of this selection process.
- 420
- 421 The City of University Heights also reserves the right to reject any or all submissions, to waive
- 422 technical or legal deficiencies, to proceed or not with any proposal or process, and to negotiate such
- 423 terms and conditions of any proposal, including cost, or contract that may be in the best interest of
- 424 the City.
- 425
- 426 The City reserves the right to terminate or amend this process at any time.

Bid Sheet for RFQ of the City of University Heights

Task to be Completed	Estimate of Cost	Estimate of Time to Completion
Plan and Execute the Migration of Accounting, Payroll and Payment to the Cloud	\$	
Assessment of the Rest of IT services for Migration to the Cloud, Execution of the Migration	\$	
Research, Plan and Execute the Transition to a New Phone Service	\$	
Total Expenses and Time to Completion for Cloud and Phone Migrations	\$	
Subsequent Routine Maintenance, Updating, Backup and Cybersecurity	\$ per month	N/A

Note: in the **fourth** row, right column, please enter the estimate by what time **all** three tasks in columns above, carried out concurrently, is to be completed.



GPD GROUP
Glaus, Pylo, Schumur, Burns & DeHaven, Inc.

Cleveland Office

5595 Transportation Blvd
Suite 100
Cleveland, OH 44125

tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

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

May 31, 2022
2022003.01

RE: 2022 Street Improvement Program

Dear Mayor Brennan:

The City accepted bids on April 28, 2022 for the 2022 Street Improvement Program. Three (3) bids were received and they are listed below:

1. Ronyak Paving Inc.	\$ 753,920.75
2. CA Agresta Construction	\$ 847,600.00
3. Perk Company	\$ 897,931.50

The 2022 Program consists of the 3" mill and fill resurfacing, along with 100% curb replacement between the driveways. We have listed the cost of each street based on the Ronyak bid unit prices:

1. Resurfacing of the following streets:	
a. Bushnell (Edgerton to WCR)	\$ 324,244.50
b. Glendon (Meadowbrook to Washington)	\$ 254,970.00
c. White Road	\$ 107,266.25
2. Crack Seal and Asphalt Patch (County grant funds for materials)	
a. Green Road	\$ 67,440.00

The Grant funds provided by the County for their County Road Preventive Maintenance Program is: \$26,545 and it is to pay the cost of materials only.

The low bid is over the budgeted amount, as the price for construction continues to escalate. However these roads were left off last year's road improvement program list and we believe they need to be improved this year.

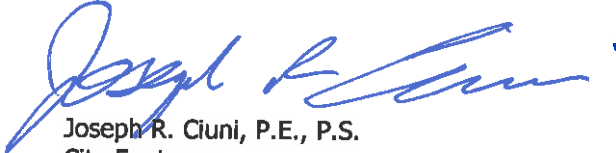
Ronyak Paving Inc. is a reputable company that has successfully completed many annual road programs for the City in the past. We hereby recommend Ronyak Paving Inc. as the lowest and best bid for the 2022 Street Improvement Program at \$753,920.75

Honorable Michael D. Brennan, Mayor 2

May 31, 2022

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

Very Truly Yours,



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

Cc: Jeff Pokorny, Service Director
File 2022003.01

2022 STREET IMPROVEMENT PROGRAM


CITY OF UNIVERSITY HEIGHTS

BID TAB - BID TOTAL PER STREET

BIDS OPENED: 28 APRIL 2022 @12:00 PM

STREET	ENGINEER	RONYAK PAVING	CA AGRESTA	PERK COMPANY
BUSHNELL ROAD	\$ 248,413.00	\$ 324,244.50	\$ 377,782.00	\$ 387,894.25
GLENDON ROAD	\$ 192,940.00	\$ 254,970.00	\$ 292,999.00	\$ 311,588.50
WHITE ROAD	\$ 81,315.00	\$ 107,266.25	\$ 109,379.00	\$ 131,008.75
GREEN ROAD	\$ 67,440.00	\$ 67,440.00	\$ 67,440.00	\$ 67,440.00
Grand Total	\$ 590,108.00	\$ 753,920.75	\$ 847,600.00	\$ 897,931.50

Prevailing Wage Determination Cover Letter

County: 

Determination Date: 04/14/2022

Expiration Date: 07/14/2022

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: “Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded.” The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: “Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract...”

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the “Prevailing Wages” as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

“There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract.” Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: “On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.”

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500

Prevailing Wage Rate Skilled Crafts

Name of Union: **Asbestos Local 207 OH**

Change # : LCN01-2018fbLoc207OH

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermillion)

Details :

Asbestos & lead paint abatement including,but not limited to the removal or encapsulation of asbestos & lead paint,all work in conjunction with the preparation of the removal of same & all work in conjunction with the

clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change # : LCN01-2021fbLoc3

Craft : Asbestos Worker Effective Date : 08/01/2021 Last Posted : 07/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Asbestos Insulation Worker	\$40.08		\$13.90	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.98	\$84.02
Fire Stop Specialist	\$40.08		\$13.90	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.98	\$84.02
Fire Stop Technician	\$33.28		\$13.90	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.18	\$67.82
Apprentice	Percent											
1st year	50.64	\$20.30	\$13.90	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.20	\$45.34
2nd year	64.10	\$25.69	\$13.90	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.59	\$54.44
3rd year	69.59	\$27.89	\$13.90	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.79	\$58.74
4th year	83.04	\$33.28	\$13.90	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.18	\$67.82

Special Calculation Note : There are no special calculations for this classification.

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA*, CUYAHOGA, ERIE*, GEAUGA, HURON, LAKE, LORAIN

Special Jurisdictional Note : Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), Lake, Geauga, Cuyahoga, Lorain, Huron, Erie (to Sandusky limits). The counties of Ashland, Coshocton, Holmes, Medina, Portage, Richland, Stark, Tuscarawas, Wayne, Summit, Harrison, Carroll, Columbiana, Mahoning & Trumbull & the remainder of Ashtabula will be considered open counties on a 90 day basis automatically renewable unless revoked by the Union upon 15-day written notice to the employers.

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other

material.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Bricklayer Local 36 Zone 1 Tile Finisher**

Change # : **LCN01-2021fbLoc5**

Craft : **Bricklayer** Effective Date : **05/01/2021** Last Posted : **04/28/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Finisher	\$28.41		\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$43.60	\$57.81
Apprentice Tile Finishers												
Percent												
1st 6 months	60.00	\$17.05	\$8.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.75	\$34.27
2nd 6 months	70.00	\$19.89	\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$35.08	\$45.02
3rd 6 months	75.00	\$21.31	\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$36.50	\$47.15
4th 6 months	80.00	\$22.73	\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$37.92	\$49.28
5th 6 months	85.00	\$24.15	\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$39.34	\$51.41
6th 6 months	90.00	\$25.57	\$8.70	\$1.35	\$0.64	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$40.76	\$53.54

Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5

Change # : LCN01-2021fbLoc5

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Stone Mason	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Pointer Caulker Cleaner	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Marble Mason	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Terrazzo Worker	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Cement Mason	\$36.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$73.73
Sandblaster	\$36.87		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.67	\$74.10
Sewer Stack	\$37.12		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.92	\$74.48
Swing Scaffold	\$37.62		\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.42	\$75.23
Masonry Maintenance Specialist	\$18.31		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.31	\$27.46
Apprentice	Percent											
1st 6 Months	60.00	\$21.97	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.56	\$41.55
2nd 6 Months	65.00	\$23.80	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.60	\$54.50
3rd 6 Months	70.00	\$25.63	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.43	\$57.25
4th 6 Months	75.00	\$27.46	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.26	\$60.00
5th 6 Months	80.00	\$29.30	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.10	\$62.74
6th 6 Months	85.00	\$31.13	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.93	\$65.49
7th 6 Months	90.00	\$32.96	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.76	\$68.24
8th 6	95.00	\$34.79	\$8.59	\$9.45	\$0.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.59	\$70.98

Months												
TRAINEES 1st 90 Days	45.00	\$16.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.48	\$24.72
1st Year AFTER 90 Days	45.00	\$16.48	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.07	\$33.31
2nd Year	50.00	\$18.31	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.90	\$36.05

Special Calculation Note :

Ratio :

- 1-2 Journeyman to 1 Apprentice 1 Trainee
- 3-4 Journeyman to 2 Apprentices 1 Trainee
- 5-6 Journeyman to 2 Apprentices 2 Trainees
- 6-10 Journeyman to 3 Apprentices 2 Trainees

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note : Apprentice must be hired prior to hiring Mason Trainees

Details :

Masonry Maintenance Specialist * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be fifty-five percent (55%) of the journeyman base rate with no fringe benefits.

Prevailing Wage Rate

Skilled Crafts

Name of Union: **Bricklayer Local 5 Marble Mason**

Change # : **LCN01-2021fbLoc5**

Craft : **Bricklayer** Effective Date : **06/01/2021** Last Posted : **04/28/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Horizontal Marble Mason	\$25.58		\$8.59	\$9.45	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.26	\$57.05
Masonry Maintenance Specialist	\$12.79		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.79	\$19.18
Apprentice	Percent											
1st 6 Months	60.00	\$15.35	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.94	\$31.61
2nd 6 Months	65.00	\$16.63	\$8.59	\$1.60	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.46	\$35.77
3rd 6 Months	70.00	\$17.91	\$8.59	\$9.45	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.59	\$45.54
4th 6 Months	75.00	\$19.18	\$8.59	\$9.45	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.86	\$47.46
5th 6 Months	80.00	\$20.46	\$8.59	\$9.45	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.14	\$49.38
6th 6 Months	85.00	\$21.74	\$8.59	\$9.45	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.42	\$51.29
MASON TRAINEES												
1st 90 Days	45.00	\$11.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.51	\$17.27
1st year after 90 Days	45.00	\$11.51	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.10	\$25.86
2nd Year	50.00	\$12.79	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.38	\$27.77

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentices
5-6 Journeyman to 2 Apprentices
6-10 Journeyman to 3 Apprentices

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee

Special Jurisdictional Note :**Details :**

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA, PORTAGE, SUMMIT

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Terrazzo Finisher

Change # : LCN01-2021fbLoc5

Craft : Bricklayer Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Terrazzo Finisher	\$29.22		\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.60	\$58.21
Apprentice Terrazzo Finishers												
	Percent											
1st 6 months	60.00	\$17.53	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.12	\$34.89
2nd 6 months	70.00	\$20.45	\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.83	\$45.06
3rd 6 months	75.00	\$21.91	\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.30	\$47.25
4th 6 months	80.00	\$23.38	\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.76	\$49.44
5th 6 months	85.00	\$24.84	\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.22	\$51.64
6th 6 months	90.00	\$26.30	\$8.59	\$5.15	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.68	\$53.83

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

- 1-2 Journeymen to 1 Apprentice
- 3- 4 Journeymen to 2 Apprentices
- 5- 6 Journeymen to 3 Apprentices
- 7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated

tile units, plastic materials and protective covering of all tile. Clean up and removal of always used in connection of said work.

Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers:Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 36 Zone 1 Tile Layer

Change # : LCN01-2021fbLoc36

Craft : Bricklayer Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Layer	\$32.32		\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$50.76	\$66.92
Apprentice	Percent											
1st 30 days	60.00	\$19.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.39	\$29.09
1st 6 months	60.00	\$19.39	\$8.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.09	\$37.79
2nd 6 months	65.00	\$21.01	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$39.45	\$49.95
3rd 6 months	70.00	\$22.62	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$41.06	\$52.38
4th 6 months	75.00	\$24.24	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$42.68	\$54.80
5th 6 months	80.00	\$25.86	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$44.30	\$57.22
6th 6 months	85.00	\$27.47	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$45.91	\$59.65
7th 6 months	90.00	\$29.09	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$47.53	\$62.07
8th 6 months	95.00	\$30.70	\$8.70	\$2.43	\$0.71	\$0.00	\$6.60	\$0.00	\$0.00	\$0.00	\$49.14	\$64.50

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCNO1-2019fbLoc744

Craft : Boilermaker Effective Date : 04/03/2019 Last Posted : 04/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$38.05		\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$67.76	\$86.78
Apprentice	Percent											
1st 6 months	70.02	\$26.64	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$56.35	\$69.67
2nd 6 months	72.52	\$27.59	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$57.30	\$71.10
3rd 6 months	75.00	\$28.54	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$58.25	\$72.52
4th 6 months	77.51	\$29.49	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$59.20	\$73.95
5th 6 months	80.00	\$30.44	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$60.15	\$75.37
6th 6 months	85.03	\$32.35	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$62.06	\$78.24
7th 6 months	90.00	\$34.25	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$63.96	\$81.08
8th 6 months	95.00	\$36.15	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$65.86	\$83.93
Helper	60.00	\$22.83	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$52.54	\$63.96

Special Calculation Note : Other is Supplemental Health

Ratio :

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CARROLL, COSHOCTON, CUYAHOGA, GEAUGA, HARRISON, HOLMES, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Tile & Marble Finisher

Change # : LCN01-2021fbLoc5

Craft : Bricklayer Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Marble Finisher	\$29.60		\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.60	\$58.40
Apprentice Tile Marble Finishers												
	Percent											
1st 6 months	60.00	\$17.76	\$8.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.35	\$35.23
2nd 6 months	70.00	\$20.72	\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.72	\$45.08
3rd 6 months	75.00	\$22.20	\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.20	\$47.30
4th 6 months	80.00	\$23.68	\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.68	\$49.52
5th 6 months	85.00	\$25.16	\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.16	\$51.74
6th 6 months	90.00	\$26.64	\$8.59	\$4.77	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.64	\$53.96

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

- 1-2 Journeymen to 1 Apprentice
- 3- 4 Journeymen to 2 Apprentice
- 5-6 Journeymen to 3 Apprentice
- 7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it.

They shall handle and distribute all materials such as sand, cement, lime, tile, all types of tile panels, prefabricated tile units, plastic materials and protective covering of all tile. Clean up and removal of always used in connection of said work.

Terrazzo Finishers: Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

Marble Finishers: Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 3

Change # : LCN01-2021fbLocNEZone3

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$33.25		\$7.79	\$10.38	\$0.56	\$0.00	\$2.92	\$0.00	\$0.00	\$0.00	\$54.90	\$71.53
Apprentice	Percent											
1st 3 months	60.00	\$19.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.95	\$29.92
2nd 3 months	60.00	\$19.95	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.30	\$38.28
2nd 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.30	\$38.28
3rd 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.30	\$38.28
4th 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.30	\$38.28
5th 6 months	70.00	\$23.27	\$7.79	\$7.27	\$0.56	\$0.00	\$2.04	\$0.00	\$0.00	\$0.00	\$40.93	\$52.57
6th 6 months	75.00	\$24.94	\$7.79	\$7.79	\$0.56	\$0.00	\$2.19	\$0.00	\$0.00	\$0.00	\$43.27	\$55.74
7th 6 months	80.00	\$26.60	\$7.79	\$8.30	\$0.56	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00	\$45.59	\$58.89
8th 6 months	85.00	\$28.26	\$7.79	\$8.82	\$0.56	\$0.00	\$2.48	\$0.00	\$0.00	\$0.00	\$47.91	\$62.04

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer NE Zone 3

Change # : LCN01-2021fbLocNEZone3

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Floorlayer	\$33.25		\$7.79	\$10.38	\$0.58	\$0.00	\$2.92	\$0.00	\$0.00	\$0.00	\$54.92	\$71.54
Apprentice	Percent											
1st 3 months	60.00	\$19.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.95	\$29.92
2nd 3 months	60.00	\$19.95	\$7.79	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.32	\$38.29
2nd 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.32	\$38.29
3rd 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.32	\$38.29
4th 6 months	60.00	\$19.95	\$7.79	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.32	\$38.29
5th 6 months	70.00	\$23.27	\$7.79	\$7.27	\$0.58	\$0.00	\$2.04	\$0.00	\$0.00	\$0.00	\$40.95	\$52.59
6th 6 months	75.00	\$24.94	\$7.79	\$7.79	\$0.58	\$0.00	\$2.19	\$0.00	\$0.00	\$0.00	\$43.29	\$55.76
7th 6 months	80.00	\$26.60	\$7.79	\$8.30	\$0.58	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00	\$45.61	\$58.91
8th 6 months	85.00	\$28.26	\$7.79	\$8.82	\$0.58	\$0.00	\$2.48	\$0.00	\$0.00	\$0.00	\$47.93	\$62.06

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 3

Change # : LCN01-2021fbLocNEZone3

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Insulation	\$26.60		\$7.79	\$10.38	\$0.56	\$0.00	\$2.92	\$0.00	\$0.00	\$0.00	\$48.25	\$61.55
Apprentice	Percent											
1st 3 months	50.00	\$13.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.30	\$19.95
2nd 3 months	50.00	\$13.30	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.65	\$28.30
2nd 6 months	50.00	\$13.30	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.65	\$28.30
3rd 6 months	55.00	\$14.63	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.98	\$30.30
4th 6 months	60.00	\$15.96	\$7.79	\$0.00	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.31	\$32.29
5th 6 months	70.00	\$18.62	\$7.79	\$7.27	\$0.56	\$0.00	\$2.04	\$0.00	\$0.00	\$0.00	\$36.28	\$45.59
6th 6 months	75.00	\$19.95	\$7.79	\$7.79	\$0.56	\$0.00	\$2.19	\$0.00	\$0.00	\$0.00	\$38.28	\$48.26
7th 6 months	80.00	\$21.28	\$7.79	\$8.30	\$0.56	\$0.00	\$2.34	\$0.00	\$0.00	\$0.00	\$40.27	\$50.91
8th 6 month	85.00	\$22.61	\$7.79	\$8.82	\$0.56	\$0.00	\$2.48	\$0.00	\$0.00	\$0.00	\$42.26	\$53.57

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1

Change # : LCN01-2021fbLocNEZoneM1

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$30.95		\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$54.90	\$70.37
Certified Welder	\$31.95		\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$55.90	\$71.87
Layout man on Monorail	\$32.70		\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$56.65	\$73.00
Apprentice	Percent											
1st 6 months	60.00	\$18.57	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$42.52	\$51.81
2nd 6 months	60.00	\$18.57	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$42.52	\$51.81
3rd 6 months	62.00	\$19.19	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$43.14	\$52.73
4th 6 months	65.50	\$20.27	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$44.22	\$54.36
5th 6 months	69.00	\$21.36	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$45.31	\$55.98
6th 6 months	72.50	\$22.44	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$46.39	\$57.61
7th 6 months	76.00	\$23.52	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$47.47	\$59.23
8th 6 months	80.00	\$24.76	\$7.85	\$10.73	\$0.56	\$0.00	\$4.76	\$0.05	\$0.00	\$0.00	\$48.71	\$61.09

Special Calculation Note : Other \$0.05 is for UBC Millwright Promotional Fund

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :

The term “Millwright and Machine Erectors” jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note : Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

Details :

10/27/10 New Contract jc

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P1

Change # : LCN01-2021fbLocNEZoneP1

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Pile Driver	\$31.24		\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$54.90	\$70.52
Diver	\$46.86		\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$70.52	\$93.95
Certified Welder	\$32.29		\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$55.95	\$72.10
Apprentice	Percent											
1st 6 months	60.00	\$18.74	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$42.40	\$51.78
2nd 6 months	60.00	\$18.74	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$42.40	\$51.78
3rd 6 months	62.00	\$19.37	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$43.03	\$52.71
4th 6 months	65.50	\$20.46	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$44.12	\$54.35
5th 6 months	69.00	\$21.56	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$45.22	\$55.99
6th 6 months	72.50	\$22.65	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$46.31	\$57.63
7th 6 months	76.00	\$23.74	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$47.40	\$59.27
8th 6 months	80.00	\$24.99	\$7.84	\$10.73	\$0.56	\$0.00	\$4.53	\$0.00	\$0.00	\$0.00	\$48.65	\$61.15

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$30.40		\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.95	\$63.15
Apprentice	Percent											
1st year	50.00	\$15.20	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.75	\$40.35
2nd year	70.00	\$21.28	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.83	\$49.47
3rd year	90.00	\$27.36	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.59

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
 6 Journeymen to 2 Apprentice
 9 Journeymen to 3 Apprentice
 12 Journeymen to 4 Apprentice
 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$31.39		\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.95	\$64.64
Apprentice	Percent											
1st year	50.00	\$15.70	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.26	\$41.10
2nd year	70.00	\$21.97	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.53	\$50.52
3rd year	90.00	\$28.25	\$9.50	\$7.57	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.81	\$59.94

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 2 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

- ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,

TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Cement Mason Local 404**

Change # : LCN01-2021sksLoc404

Craft : Cement Effective Date : 08/25/2021 Last Posted : 08/25/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$32.75		\$8.80	\$6.80	\$0.50	\$0.00	\$5.33	\$0.20	\$0.00	\$0.07	\$54.45	\$70.82
Apprentice												
	Percent											
1st yr	58.15	\$19.04	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$38.08	\$47.61
2nd yr	73.13	\$23.95	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$42.99	\$54.97
3rd yr	83.10	\$27.22	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$46.26	\$59.86
4th yr	98.15	\$32.14	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$51.18	\$67.26

Special Calculation Note : Other is Training Fund

Ratio :

5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District I

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$31.92		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.49	\$66.45
Apprentice	Percent											
1st Year	70.00	\$22.34	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.91	\$52.09
2nd Year	80.00	\$25.54	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.11	\$56.87
3rd Year	90.00	\$28.73	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.30	\$61.66

Special Calculation Note : Other \$0.07 is for International Training Fund

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, WOOD

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District I

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$33.39		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$51.96	\$68.65
Apprentice	Percent											
1st Year	70.00	\$23.37	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$41.94	\$53.63
2nd Year	80.00	\$26.71	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$45.28	\$58.64
3rd Year	90.00	\$30.05	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$48.62	\$63.65

Special Calculation Note : Other \$0.07 is for International Training Fund

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, WOOD

Special Jurisdictional Note : (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Electrical Local 38**

Change # : LCN01-2021fbLoc38

Craft : Electrical Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$40.63		\$9.05	\$10.05	\$0.42	\$0.00	\$1.00	\$1.22	\$0.00	\$0.00	\$62.37	\$82.68
Apprentice	Percent											
1st year 1st 6 Months	35.00	\$14.22	\$9.05	\$0.00	\$0.42	\$0.00	\$1.00	\$0.43	\$0.00	\$0.00	\$25.12	\$32.23
1st year 2nd 6 Months	40.00	\$16.25	\$9.05	\$0.00	\$0.42	\$0.00	\$1.00	\$0.49	\$0.00	\$0.00	\$27.21	\$35.34
2nd year 3rd 6 Months	45.00	\$18.28	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.55	\$0.00	\$0.00	\$35.83	\$44.98
2nd year 4th 6 Months	50.00	\$20.32	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.61	\$0.00	\$0.00	\$37.93	\$48.08
3rd year 5th 6 Months	55.00	\$22.35	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.67	\$0.00	\$0.00	\$40.02	\$51.19
3rd year 3rd year 6th 6 Months	60.00	\$24.38	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.73	\$0.00	\$0.00	\$42.11	\$54.30
4th year 7th 6 Months	65.00	\$26.41	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.79	\$0.00	\$0.00	\$44.20	\$57.40
4th year 8th 6 Months	70.00	\$28.44	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.85	\$0.00	\$0.00	\$46.29	\$60.51
4th year 9th 6 Months	75.00	\$30.47	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.91	\$0.00	\$0.00	\$48.38	\$63.62
5th year 10th 6 Months	80.00	\$32.50	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.98	\$0.00	\$0.00	\$50.48	\$66.74

Special Calculation Note : OTHER: National Electrical Benefit Fund (NEBF).

Ratio :

Jurisdiction (* denotes special jurisdictional

note) :

CUYAHOGA, GEAUGA*, LORAIN*

1 to 3 Journeyman up to 2 Apprentice
4 to 6 Journeymen up to 4 Apprentice
7 to 9 Journeymen up to 6 Apprentice
and continue as above per job site

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp).

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Electrical Local 38 Lightning Rod**

Change # : LCN01-2021fbLoc38

Craft : Electrical Effective Date : 07/14/2021 Last Posted : 07/14/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lightning Protection Installer 60 months and up	\$31.15		\$7.75	\$0.93	\$0.00	\$2.90	\$1.87	\$0.00	\$0.00	\$0.00	\$44.60	\$60.17
Experience Level												
Percent												
Apprentice Lightning Protection Installer 1st day-6 months	50.00	\$15.58	\$7.75	\$0.47	\$0.00	\$0.42	\$0.93	\$0.00	\$0.00	\$0.00	\$25.14	\$32.93
Apprentice Lightning Protection Installer 2nd 6 months	55.00	\$17.13	\$7.75	\$0.51	\$0.00	\$0.46	\$1.03	\$0.00	\$0.00	\$0.00	\$26.88	\$35.45
Apprentice Lightning Protection Installer 3rd 6th months	60.00	\$18.69	\$7.75	\$0.56	\$0.00	\$0.91	\$1.12	\$0.00	\$0.00	\$0.00	\$29.03	\$38.37
Apprentice Lightning Protection Installer 4th 6 months months	65.00	\$20.25	\$7.75	\$0.61	\$0.00	\$0.99	\$1.21	\$0.00	\$0.00	\$0.00	\$30.81	\$40.93
Apprentice Lightning Protection Installer 3rd Year	70.00	\$21.80	\$7.75	\$0.65	\$0.00	\$1.55	\$1.31	\$0.00	\$0.00	\$0.00	\$33.07	\$43.97
Apprentice	80.00	\$24.92	\$7.75	\$0.75	\$0.00	\$1.77	\$1.49	\$0.00	\$0.00	\$0.00	\$36.68	\$49.14

Lightning Protection Installer 4th Year												
Apprentice Lightning Protection Installer 5th Year	90.00	\$28.03	\$7.75	\$0.84	\$0.00	\$1.99	\$1.68	\$0.00	\$0.00	\$0.00	\$40.30	\$54.31

Special Calculation Note : Other is Holiday.

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

Details :

Scope of work but not limited to: The installation, operation, maintenance, repair and service of equipment and appliances used in a system of lightning protection systems.

Intermediate Journeymen to be trained by the employer to meet all standards in the industry.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lt Commercial Northern

Change # : LCN01-2022sksLoc38

Craft : Electrical Effective Date : 01/05/2022 Last Posted : 01/05/2022

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$40.63		\$9.05	\$11.27	\$0.42	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$62.37	\$82.68
CE-3 12,001- 14,000 Hrs	\$26.88		\$6.47	\$0.81	\$0.87	\$0.00	\$0.81	\$0.00	\$0.00	\$0.10	\$35.94	\$49.38
CE-2 10,001- 12,000 Hrs	\$21.12		\$6.47	\$0.63	\$0.87	\$0.00	\$0.63	\$0.00	\$0.00	\$0.10	\$29.82	\$40.38
CE-1 8,001- 10,000 Hrs	\$19.20		\$6.47	\$0.58	\$0.87	\$0.00	\$0.58	\$0.00	\$0.00	\$0.10	\$27.80	\$37.40
CW-4 6,001- 8,000 Hrs	\$17.28		\$6.47	\$0.52	\$0.87	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$25.76	\$34.40
CW-3 4,000- 6,000 Hrs	\$15.36		\$6.47	\$0.46	\$0.87	\$0.00	\$0.46	\$0.00	\$0.00	\$0.10	\$23.72	\$31.40
CW-2 2,001- 4,000 Hrs	\$14.40		\$6.47	\$0.43	\$0.87	\$0.00	\$0.43	\$0.00	\$0.00	\$0.10	\$22.70	\$29.90
CW-1 0- 2,000 Hrs	\$13.44		\$6.47	\$0.40	\$0.87	\$0.00	\$0.40	\$0.00	\$0.00	\$0.10	\$21.68	\$28.40
Apprentice	Percent											
1st 6 Months	35.00	\$14.22	\$9.05	\$0.00	\$0.42	\$0.00	\$1.00	\$0.43	\$0.00	\$0.00	\$25.12	\$32.23
2nd 6 Months	40.00	\$16.25	\$9.05	\$0.00	\$0.42	\$0.00	\$1.00	\$0.49	\$0.00	\$0.00	\$27.21	\$35.34
3rd 6 Months	45.00	\$18.28	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.55	\$0.00	\$0.00	\$35.83	\$44.98
4th 6 Months	50.00	\$20.32	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.61	\$0.00	\$0.00	\$37.93	\$48.08
5th 6 Months	55.00	\$22.35	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.67	\$0.00	\$0.00	\$40.02	\$51.19
6th 6 Months	60.00	\$24.38	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.73	\$0.00	\$0.00	\$42.11	\$54.30
7th 6 Months	65.00	\$26.41	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.79	\$0.00	\$0.00	\$44.20	\$57.40

Months												
8th 6 Months	70.00	\$28.44	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.85	\$0.00	\$0.00	\$46.29	\$60.51
9th 6 Months	75.00	\$30.47	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.91	\$0.00	\$0.00	\$48.38	\$63.62
10th 6 Months	80.00	\$32.50	\$9.05	\$6.53	\$0.42	\$0.00	\$1.00	\$0.98	\$0.00	\$0.00	\$50.48	\$66.74

Special Calculation Note : OTHER: National Electrical Benefit Fund (NEBF).

Ratio :

1 to 3 Journeyman to 2 Apprentice
 4 to 6 Journeymen to 4 Apprentice
 7 to 9 Journeymen to 6 Apprentice
 and continue as above per job site

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

Construction Electrician and Construction Wireman Ratio

There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Special Jurisdictional Note : In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Electrical Local 38 Voice Data Video**

Change # : LCN01-2021fbLoc38VDV

Craft : Voice Data Video Effective Date : 04/28/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$27.55		\$7.75	\$3.20	\$0.42	\$1.24	\$0.50	\$0.86	\$0.00	\$0.00	\$41.52	\$55.30
Communication Technician	\$28.80		\$7.75	\$3.20	\$0.42	\$1.30	\$0.50	\$0.90	\$0.00	\$0.00	\$42.87	\$57.27
Senior Technician	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$0.50	\$0.93	\$0.00	\$0.00	\$43.94	\$58.84
Security Technician Level I	\$27.55		\$7.75	\$3.20	\$0.42	\$1.24	\$0.50	\$0.86	\$0.00	\$0.00	\$41.52	\$55.30
Security Technician Level II	\$28.80		\$7.75	\$3.20	\$0.42	\$1.30	\$0.50	\$0.90	\$0.00	\$0.00	\$42.87	\$57.27
Security Technician Level III	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$0.50	\$0.93	\$0.00	\$0.00	\$43.94	\$58.84
Audio/Visual Technician Level I	\$27.55		\$7.75	\$3.20	\$0.42	\$1.24	\$0.50	\$0.86	\$0.00	\$0.00	\$41.52	\$55.30
Audio/Visual Technician Level II	\$28.80		\$7.75	\$3.20	\$0.42	\$1.30	\$0.50	\$0.90	\$0.00	\$0.00	\$42.87	\$57.27
Audio/Visual Technician Level III	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$0.50	\$0.93	\$0.00	\$0.00	\$43.94	\$58.84
Apprentice	Percent											
1st 6 months	55.00	\$15.15	\$7.75	\$3.20	\$0.42	\$0.68	\$0.50	\$0.47	\$0.00	\$0.00	\$28.17	\$35.75
2nd 6 months	65.00	\$17.91	\$7.75	\$3.20	\$0.42	\$0.81	\$0.50	\$0.56	\$0.00	\$0.00	\$31.15	\$40.10
3rd 6 months	75.00	\$20.66	\$7.75	\$3.20	\$0.42	\$0.93	\$0.50	\$0.65	\$0.00	\$0.00	\$34.11	\$44.44
4th 6 months	80.00	\$22.04	\$7.75	\$3.20	\$0.42	\$0.99	\$0.50	\$0.69	\$0.00	\$0.00	\$35.59	\$46.61
5th 6 months	85.00	\$23.42	\$7.75	\$3.20	\$0.42	\$1.05	\$0.50	\$0.73	\$0.00	\$0.00	\$37.07	\$48.78
6th 6 months	90.00	\$24.80	\$7.75	\$3.20	\$0.42	\$1.12	\$0.50	\$0.78	\$0.00	\$0.00	\$38.57	\$50.96

Special Calculation Note : Other is National Electrical Benefit Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

Special Jurisdictional Note : In Geauga County the following townships are included (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia Twp.).

Details :

*Installer Technician - Successful completion of the Installer/Tech Apprenticeship Program or have been certified by an IBEW/NECA Joint apprenticeship Program as a Installer/Technician.

* Communications Technician - At least (2) years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as a Communications/Technician.

The following work is excluded from the Teledata Technician work scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71
DOT Traffic Signal Highway Lighting Cleveland

Change # : LCN1-2021fbLoc71DOTClev

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$38.33		\$6.75	\$1.15	\$0.38	\$0.00	\$8.05	\$0.00	\$0.00	\$0.00	\$54.66	\$73.82
Traffic Signal & Lighting Journeyman	\$38.33		\$6.75	\$1.15	\$0.38	\$0.00	\$8.05	\$0.00	\$0.00	\$0.00	\$54.66	\$73.82
Equipment Operator	\$34.49		\$6.75	\$1.03	\$0.34	\$0.00	\$7.24	\$0.00	\$0.00	\$0.00	\$49.85	\$67.09
Groundman 0 to 1 Year	\$23.00		\$6.75	\$0.69	\$0.23	\$0.00	\$4.83	\$0.00	\$0.00	\$0.00	\$35.50	\$47.00
Groundman 1 Year or more	\$26.83		\$6.75	\$0.80	\$0.27	\$0.00	\$5.63	\$0.00	\$0.00	\$0.00	\$40.28	\$53.70
Traffic Apprentice	Percent											
1st 1,000 Hours	60.00	\$23.00	\$6.75	\$0.69	\$0.23	\$0.00	\$4.83	\$0.00	\$0.00	\$0.00	\$35.50	\$47.00
2nd 1,000 Hours	65.00	\$24.91	\$6.75	\$0.75	\$0.25	\$0.00	\$5.23	\$0.00	\$0.00	\$0.00	\$37.89	\$50.35
3rd 1,000 Hours	70.01	\$26.83	\$6.75	\$0.80	\$0.27	\$0.00	\$5.63	\$0.00	\$0.00	\$0.00	\$40.28	\$53.70
4th 1,000 Hours	75.00	\$28.75	\$6.75	\$0.86	\$0.29	\$0.00	\$6.04	\$0.00	\$0.00	\$0.00	\$42.69	\$57.06
5th 1,000 Hours	80.00	\$30.66	\$6.75	\$0.92	\$0.31	\$0.00	\$6.44	\$0.00	\$0.00	\$0.00	\$45.08	\$60.42
6th 1,000 Hours	90.00	\$34.50	\$6.75	\$1.04	\$0.35	\$0.00	\$7.25	\$0.00	\$0.00	\$0.00	\$49.89	\$67.14

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :**Details :**

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Change # : LCN1-2021fbLoc71Clev

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$50.76		\$6.75	\$1.52	\$0.51	\$0.00	\$11.67	\$0.40	\$0.00	\$0.00	\$71.61	\$96.99
Cable Splicer	\$50.76		\$6.75	\$1.52	\$0.50	\$0.00	\$10.67	\$0.40	\$0.00	\$0.00	\$70.60	\$95.98
Equip. Operator	\$45.68		\$6.75	\$1.37	\$0.46	\$0.00	\$10.51	\$0.40	\$0.00	\$0.00	\$65.17	\$88.01
Groundman 0 to 12 months	\$30.46		\$6.75	\$0.91	\$0.30	\$0.00	\$7.01	\$0.40	\$0.00	\$0.00	\$45.83	\$61.06
Groundman 1 year plus	\$35.53		\$6.75	\$1.07	\$0.36	\$0.00	\$8.17	\$0.40	\$0.00	\$0.00	\$52.28	\$70.04
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$30.46	\$6.75	\$0.91	\$0.30	\$0.00	\$7.01	\$0.40	\$0.00	\$0.00	\$45.83	\$61.05
2nd 1000 Hrs	65.00	\$32.99	\$6.75	\$0.99	\$0.33	\$0.00	\$7.59	\$0.40	\$0.00	\$0.00	\$49.05	\$65.55
3rd 1000 Hrs	70.00	\$35.53	\$6.75	\$1.07	\$0.36	\$0.00	\$8.17	\$0.40	\$0.00	\$0.00	\$52.28	\$70.05
4th 1000 Hrs	75.00	\$38.07	\$6.75	\$1.14	\$0.38	\$0.00	\$8.76	\$0.40	\$0.00	\$0.00	\$55.50	\$74.54
5th 1000 Hrs	80.00	\$40.61	\$6.75	\$1.22	\$0.41	\$0.00	\$9.34	\$0.40	\$0.00	\$0.00	\$58.73	\$79.03
6th 1000 Hrs	85.00	\$43.15	\$6.75	\$1.29	\$0.43	\$0.00	\$9.92	\$0.40	\$0.00	\$0.00	\$61.94	\$83.51
7th 1000 Hrs	90.00	\$45.68	\$6.75	\$1.37	\$0.46	\$0.00	\$10.51	\$0.40	\$0.00	\$0.00	\$65.17	\$88.02

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Change # : LCON1-2021fbLoc71Clev

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$47.73		\$6.75	\$1.43	\$0.48	\$0.00	\$10.50	\$0.40	\$0.00	\$0.00	\$67.29	\$91.16
Cable Splicer	\$47.73		\$6.75	\$1.43	\$0.48	\$0.00	\$10.50	\$0.40	\$0.00	\$0.00	\$67.29	\$91.16
Equip. Operator	\$42.96		\$6.75	\$1.29	\$0.43	\$0.00	\$9.45	\$0.40	\$0.00	\$0.00	\$61.28	\$82.76
Groundman 0 to 12 months	\$28.64		\$6.75	\$0.86	\$0.29	\$0.00	\$6.30	\$0.40	\$0.00	\$0.00	\$43.24	\$57.56
Groundman 1 Year or More	\$33.41		\$6.75	\$1.00	\$0.33	\$0.00	\$7.35	\$0.40	\$0.00	\$0.00	\$49.24	\$65.94
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$28.64	\$6.75	\$0.86	\$0.29	\$0.00	\$6.30	\$0.40	\$0.00	\$0.00	\$43.24	\$57.56
2nd 1000 Hrs	65.00	\$31.02	\$6.75	\$0.93	\$0.31	\$0.00	\$6.82	\$0.40	\$0.00	\$0.00	\$46.23	\$61.75
3rd 1000 Hrs	70.00	\$33.41	\$6.75	\$1.00	\$0.33	\$0.00	\$7.35	\$0.40	\$0.00	\$0.00	\$49.24	\$65.95
4th 1000 Hrs	75.00	\$35.80	\$6.75	\$1.07	\$0.36	\$0.00	\$7.88	\$0.40	\$0.00	\$0.00	\$52.26	\$70.16
5th 1000 Hrs	80.00	\$38.18	\$6.75	\$1.15	\$0.38	\$0.00	\$8.40	\$0.40	\$0.00	\$0.00	\$55.26	\$74.36
6th 1000 Hrs	85.00	\$40.57	\$6.75	\$1.22	\$0.41	\$0.00	\$8.93	\$0.40	\$0.00	\$0.00	\$58.28	\$78.57
7th 1000 Hrs	90.00	\$42.96	\$6.75	\$1.29	\$0.43	\$0.00	\$9.45	\$0.40	\$0.00	\$0.00	\$61.28	\$82.76

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :**Details :**

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change # : LCN01-2021fbLoc7

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Lineman Welder	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Cable Splicer	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Operator A	\$40.88	\$6.75	\$1.23	\$0.41	\$0.00	\$9.81	\$0.60	\$0.00	\$0.00	\$59.68	\$80.12
Operator B	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Operator C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
Groundman 0-12 months Exp	\$22.81	\$6.75	\$0.68	\$0.23	\$0.00	\$5.47	\$0.60	\$0.00	\$0.00	\$36.54	\$47.94
Groundman 0-12 months Exp w/CDL	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more w/CDL	\$29.65	\$6.75	\$0.85	\$0.28	\$0.00	\$6.50	\$0.60	\$0.00	\$0.00	\$44.63	\$59.46
Equipment Mechanic A	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Equipment Mechanic B	\$32.66	\$6.75	\$0.98	\$0.33	\$0.00	\$7.84	\$0.60	\$0.00	\$0.00	\$49.16	\$65.49
Equipment Mechanic C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
X-Ray Technician	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54

Apprentice	Percent											
1st 1000 hrs	60.00	\$27.37	\$6.75	\$0.82	\$0.27	\$0.00	\$6.57	\$0.60	\$0.00	\$0.00	\$42.38	\$56.06
2nd 1000 hrs	65.00	\$29.65	\$6.75	\$0.89	\$0.30	\$0.00	\$7.12	\$0.60	\$0.00	\$0.00	\$45.31	\$60.13
3rd 1000 hrs	70.00	\$31.93	\$6.75	\$0.96	\$0.32	\$0.00	\$7.66	\$0.60	\$0.00	\$0.00	\$48.22	\$64.18
4th 1000 hrs	75.00	\$34.21	\$6.75	\$1.03	\$0.34	\$0.00	\$8.21	\$0.60	\$0.00	\$0.00	\$51.14	\$68.24
5th 1000 hrs	80.00	\$36.49	\$6.75	\$1.09	\$0.36	\$0.00	\$8.76	\$0.60	\$0.00	\$0.00	\$54.05	\$72.29
6th 1000 hrs	85.00	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.60	\$0.00	\$0.00	\$56.97	\$76.35
7th 1000 hrs	90.00	\$41.05	\$6.75	\$1.23	\$0.41	\$0.00	\$9.85	\$0.60	\$0.00	\$0.00	\$59.89	\$80.41

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL,

TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2021fbLoc7

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.60	\$0.00	\$0.00	\$62.67	\$84.28
Substation Technician	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.60	\$0.00	\$0.00	\$62.67	\$84.28
Cable Splicer	\$45.26	\$6.75	\$1.36	\$0.45	\$0.00	\$10.86	\$0.60	\$0.00	\$0.00	\$65.28	\$87.91
Operator A	\$38.75	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.60	\$0.00	\$0.00	\$56.95	\$76.32
Operator B	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.60	\$0.00	\$0.00	\$51.21	\$68.34
Operator C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.60	\$0.00	\$0.00	\$42.61	\$56.38
Groundman 0-12 months Exp	\$21.61	\$6.75	\$0.65	\$0.22	\$0.00	\$5.19	\$0.60	\$0.00	\$0.00	\$35.02	\$45.82
Groundman 0-12 months Exp w/CDL	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.60	\$0.00	\$0.00	\$37.77	\$49.66
Groundman 1 yr or more	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.60	\$0.00	\$0.00	\$37.77	\$49.66
Groundman 1 yr or more w/CDL	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.60	\$0.00	\$0.00	\$43.30	\$57.35
Equipment Mechanic A	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.60	\$0.00	\$0.00	\$51.21	\$68.34
Equipment Mechanic B	\$30.91	\$6.75	\$0.93	\$0.31	\$0.00	\$7.42	\$0.60	\$0.00	\$0.00	\$46.92	\$62.38
Equipment Mechanic C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.60	\$0.00	\$0.00	\$42.61	\$56.38
Line Truck w/uuger	\$30.44	\$6.75	\$0.91	\$0.30	\$0.00	\$7.31	\$0.60	\$0.00	\$0.00	\$46.31	\$61.53
Apprentice	Percent										

1st 1000 hrs	60.00	\$25.93	\$6.75	\$0.78	\$0.26	\$0.00	\$6.22	\$0.60	\$0.00	\$0.00	\$40.54	\$53.51
2nd 1000 hrs	65.00	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.60	\$0.00	\$0.00	\$43.30	\$57.35
3rd 1000 hrs	70.00	\$30.25	\$6.75	\$0.91	\$0.30	\$0.00	\$7.26	\$0.60	\$0.00	\$0.00	\$46.07	\$61.20
4th 1000 hrs	75.00	\$32.42	\$6.75	\$0.97	\$0.32	\$0.00	\$7.78	\$0.60	\$0.00	\$0.00	\$48.84	\$65.04
5th 1000 hrs	80.00	\$34.58	\$6.75	\$1.04	\$0.35	\$0.00	\$8.30	\$0.60	\$0.00	\$0.00	\$51.62	\$68.90
6th 1000 hrs	85.00	\$36.74	\$6.75	\$1.10	\$0.37	\$0.00	\$8.82	\$0.60	\$0.00	\$0.00	\$54.38	\$72.75
7th 1000 hrs	90.00	\$38.90	\$6.75	\$1.17	\$0.39	\$0.00	\$9.34	\$0.60	\$0.00	\$0.00	\$57.15	\$76.60

Special Calculation Note : Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such

as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE,

MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,
PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Journeyman Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer/Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2012jcLoc17

Craft : Elevator Effective Date : 05/30/2012 Last Posted : 05/30/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Elevator Mechanic	\$44.04		\$11.02	\$6.96	\$0.55	\$2.64	\$5.00	\$1.43	\$0.00	\$0.00	\$71.64	\$93.66
Helper	\$30.83		\$11.02	\$6.96	\$0.55	\$1.85	\$5.00	\$0.99	\$0.00	\$0.00	\$57.20	\$72.61
Apprentice Percent												
Apprentice												
0-6months Probation	50.00	\$22.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.02	\$33.03
1st year	55.00	\$24.22	\$11.02	\$6.96	\$0.55	\$1.42	\$5.00	\$0.78	\$0.00	\$0.00	\$49.95	\$62.06
2nd year	65.00	\$28.63	\$11.02	\$6.96	\$0.55	\$1.67	\$5.00	\$0.92	\$0.00	\$0.00	\$54.75	\$69.06
3rd year	70.00	\$30.83	\$11.02	\$6.96	\$0.55	\$1.80	\$5.00	\$0.99	\$0.00	\$0.00	\$57.15	\$72.56
4th year and Assistant Mechanic	80.00	\$35.23	\$11.02	\$6.96	\$0.55	\$2.06	\$5.00	\$1.14	\$0.00	\$0.00	\$61.96	\$79.58

Special Calculation Note : Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Glazier Local 181**

Change # : **LCN01-2021sksLoc181**

Craft : **Glazier** Effective Date : **12/31/2021** Last Posted : **12/22/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$32.32		\$7.92	\$11.58	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.22	\$68.38
Apprentice	Percent											
1st 6 months	50.00	\$16.16	\$7.92	\$1.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.50	\$33.58
2nd 6 months	50.00	\$16.16	\$7.92	\$1.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.50	\$33.58
3rd 6 months	50.00	\$16.16	\$7.92	\$5.19	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.67	\$37.75
4th 6 months	55.00	\$17.78	\$7.92	\$5.61	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.71	\$40.59
5th 6 months	60.00	\$19.39	\$7.92	\$6.02	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.73	\$43.43
6th 6 months	70.00	\$22.62	\$7.92	\$6.86	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.80	\$49.12
7th 6 months	80.00	\$25.86	\$7.92	\$7.69	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.87	\$54.79
8th 6 months	90.00	\$29.09	\$7.92	\$8.53	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.94	\$60.48

Special Calculation Note : No special calculations for this classification.

Ratio :

2 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE*, GEAUGA,
HURON, LAKE, LORAIN, MEDINA*, PORTAGE*,
SUMMIT*

Special Jurisdictional Note : Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

High Pay: All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive an additional \$1.50 per hour.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Ironworker Local 17**

Change # : LCN01-2020fbLoc17

Craft : Ironworker Effective Date : 12/24/2020 Last Posted : 12/24/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker	\$33.83		\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$59.04	\$75.95
Apprentice	Percent											
1st 6 Months	50.00	\$16.91	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$42.13	\$50.58
2nd 6 Months	55.00	\$18.61	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$43.82	\$53.12
2nd Year 1st 6 Months	70.00	\$23.68	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$48.89	\$60.73
2nd Year 2nd 6 Months	75.00	\$25.37	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$50.58	\$63.27
3rd Year 1st 6 Months	80.00	\$27.06	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$52.27	\$65.81
3rd Year 2nd 6 Months	85.00	\$28.76	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$53.97	\$68.34
4th Year 1st 6 Months	90.00	\$30.45	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$55.66	\$70.88
4th Year 2nd 6 Months	95.00	\$32.14	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$57.35	\$73.42

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

- 4 Journeymen to 1 Apprentice on Structural Work
- 3 Journeymen to 1 Apprentice on Rod Work
- 2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
- 1 Apprentice for every Sheeting Gang
- 1 Journeymen to 2 Apprentice Roadway Signage and

Jurisdiction (* denotes special jurisdictional note) :

- ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

Sound Barriers

2 Journeymen to 2 Apprentice Unloading and Erection
of Light Gauge Metal Trusses

Special Jurisdictional Note : West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224- all territory to the west of the boundary line to be the jurisdiction of Local 55.All territory to the East of the boundary line to be the jurisdiction of Local 17.Kelly's Island to be within jurisdiction of Local 17.All bridges,tunnels,viaducts,etc, relative to these boundary lines shall be the jurisdiction of Local 17

South Boundary Line:Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges,tunnels,viaducts,signs,etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17.

Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line,except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17

Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207.

Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207.

North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 1B

Change # : LCN01-2021fbLocalHevHwy1B

Craft : Laborer Group 1 Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$34.93		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.88	\$64.34
Group 2	\$35.10		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.05	\$64.60
Group 3	\$35.43		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.38	\$65.09
Group 4	\$35.88		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.83	\$65.77
Watch Person	\$26.00		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.95	\$50.95
Apprentice	Percent											
0-1000 hrs	60.00	\$20.96	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.91	\$43.39
1001-2000 hrs	70.00	\$24.45	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.40	\$48.63
2001-3000 hrs	80.00	\$27.94	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.89	\$53.87
3001-4000 hrs	90.00	\$31.44	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.39	\$59.11
More than 4000 hrs	100.00	\$34.93	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.88	\$64.34

Special Calculation Note : Watchman have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks),

Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 5

Change # : LCN01-2021fbLaborHevHwy5

Craft : Laborer Group 1 Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$36.31		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.26	\$66.42
Watch Person	\$26.00		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.95	\$50.95
Apprentice	Percent											
0-1000 hrs	60.00	\$21.79	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.74	\$44.63
1001-2000 hrs	70.00	\$25.42	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.37	\$50.08
2001-3000 hrs	80.00	\$29.05	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.00	\$55.52
3001-4000 hrs	90.00	\$32.68	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.63	\$60.97
More than 4000 hrs	100.00	\$36.31	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$48.26	\$66.42

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA

Special Jurisdictional Note : Sewage Plant, Waste Plant, Water Treatment Facilities Construction, Pumping Stations, Ethanol Plant Construction, and Municipal, County & State Facility Pool Construction, (except packaged plants).

All work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal plants, ethanol plants & swimming pools at municipal, county & state facilities.

Details :

Laborer Heavy Highway 5 for Cuyahoga and Geauga Counties provides wage rates for ONLY the following work: All work in laying and installation of process piping both outside and within sewage filtration, water treatment plants, and ethanol plants, including mechanical and pressure pipe within.

All work in construction of swimming pools, including but not limited to, the installation and demolition of water filtration systems, at municipal, county & state facilities. Construction of pumping stations, waste and

sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 310

Change # : LCN01-2021fbLabor310

Craft : Laborer Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$28.07		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.12	\$64.16
Group 2	\$28.55		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.60	\$64.87
Group 3	\$28.32		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.37	\$64.53
Group 4	\$24.97		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$47.02	\$59.51
Group 5	\$22.47		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$44.52	\$55.76
Group 6	\$24.62		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$46.67	\$58.98
Group 7	\$28.57		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.62	\$64.90
Group 8	\$28.72		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.77	\$65.13
Group 9	\$22.92		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$44.97	\$56.43
Group 10	\$18.92		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$40.97	\$50.43
Group 11	\$28.22		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.27	\$64.38
Group 12	\$28.46		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.51	\$64.74
Group 13	\$29.57		\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$51.62	\$66.40
Apprentice	Percent											
1-1000 hours	60.00	\$16.84	\$6.47	\$0.00	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$26.69	\$35.11
1001-2000 hours	70.00	\$19.65	\$6.47	\$6.10	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$35.60	\$45.42
2001-3000 hours	80.00	\$22.46	\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$44.51	\$55.73
3001-4000 hours	90.00	\$25.26	\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$47.31	\$59.94
4001 plus	100.00	\$28.07	\$6.47	\$12.20	\$0.10	\$0.00	\$2.75	\$0.35	\$0.18	\$0.00	\$50.12	\$64.16

Special Calculation Note : Other is Supplemental Unemployment Benefit (SUB) and Drug Testing.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Group 1 - Building and construction Laborers and Tenders; Asbestos Removal - hazardous materials; unloading of furniture and fixtures.

Group 2 - Guniting Operating (Machines of all type).

Group 3 - Laborers on swinging scaffolds; air track and wagon drill.

Group 4 - Drywall stocking and handling.

Group 5 - General Landscaping.

Group 6 - Final Clean-up (must perform clean-up duties for entire work shift, and excludes demolition work).

Group 7 - Blasters, Shooters, Caissons, Well Cylinder, Cofferdams, Mine Workers without air, acid brick tenders.

Group 8 - Top man on free standing radial stack; bellman and bottom man in blast furnace and stove.

Group 9 - Sewer jet.

Group 10 - Heat tender.

Group 11 - Firebrick.

Group 12 - Mason tender handling carbon block and bottom block for blast furnace stoves, stacks etc.

Group 13 - Lansing Burners.

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Change # : LCN02-2021sksLoc18

Craft : Operating Engineer Effective Date : 08/13/2021 Last Posted : 08/13/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Group A	\$42.81		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$58.76	\$80.17
Operator Group B	\$42.66		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$58.61	\$79.94
Operator Group C	\$41.21		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$57.16	\$77.76
Operator Group D	\$40.43		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.38	\$76.59
Operator Group E	\$40.11		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.06	\$76.11
Operator Group F	\$33.03		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.98	\$65.50
Master Mechanic	\$43.81		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$59.76	\$81.67
Crane 200'-299'	\$43.81		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$59.76	\$81.67
Crane 300' and over	\$44.31		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$60.26	\$82.42
Apprentice	Percent											
1st Year	59.81	\$25.60	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.55	\$54.36
2nd Year	69.75	\$29.86	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.81	\$60.74
3rd Year	79.73	\$34.13	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.08	\$67.15
4th Year	89.68	\$38.39	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.34	\$73.54

Special Calculation Note : Other: Education & Safety and National Training Fund.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operatotion)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Guniting Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments;

Brooks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200' -299' - Boom & Jib 200' feet and over

Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2021sksLoc18hevhwyl

Craft : Operating Engineer Effective Date : 08/13/2021 Last Posted : 08/13/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$40.63		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.58	\$76.90
Operator Class B	\$40.53		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.48	\$76.75
Operator Class C	\$39.49		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$55.44	\$75.18
Operator Class D	\$38.27		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.22	\$73.35
Operator Class E	\$32.98		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.93	\$65.42
Master Mechanic	\$40.88		\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.83	\$77.27
Apprentice	Percent											
1st Year	50.00	\$20.32	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.27	\$46.42
2nd Year	60.00	\$24.38	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.33	\$52.52
3rd Year	70.00	\$28.44	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.39	\$58.61
4th Year	80.00	\$32.50	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.45	\$64.71
Field Mech Trainee												
1st year	50.00	\$20.32	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.27	\$46.42
2nd year	60.00	\$24.38	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.33	\$52.52
3rd year	70.00	\$28.44	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.39	\$58.61
4th year	80.00	\$32.50	\$8.76	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.45	\$64.71

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, SUMMIT

69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% if required to have a CDL.

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000

pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.
Master Mechanic - Master Mechanic

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 505

Change # : LCN01-2021sksLoc505

Craft : Drywall Finisher Effective Date : 12/31/2021 Last Posted : 12/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Drywall Finisher	\$30.14		\$7.92	\$6.08	\$0.40	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$48.56	\$63.63
Apprentice	Percent											
1st 6 months	55.00	\$16.58	\$7.42	\$1.84	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.24	\$34.53
2nd 6 months	55.00	\$16.58	\$7.42	\$1.94	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.34	\$34.63
3rd 6 months	55.00	\$16.58	\$7.42	\$2.39	\$0.40	\$0.00	\$2.21	\$0.00	\$0.00	\$0.00	\$29.00	\$37.29
4th 6 months	65.00	\$19.59	\$7.42	\$2.49	\$0.40	\$0.00	\$2.61	\$0.00	\$0.00	\$0.00	\$32.51	\$42.31
5th 6 months	75.03	\$22.61	\$7.42	\$2.94	\$0.40	\$0.00	\$3.02	\$0.00	\$0.00	\$0.00	\$36.39	\$47.70
6th 6 months	85.00	\$25.62	\$7.42	\$3.04	\$0.40	\$0.00	\$3.42	\$0.00	\$0.00	\$0.00	\$39.90	\$52.71

Special Calculation Note : No special calculation for this classification.

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY,

SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 1 Sign

Change # : LCN01-2021fbLoc639

Craft : Painter Effective Date : 06/29/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Sign Erector Service/Patteren/Metal Fab/Neon Class A	\$24.35		\$7.16	\$5.57	\$0.25	\$0.71	\$0.00	\$1.00	\$0.00	\$0.00	\$39.04	\$51.22
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class B	\$24.35		\$7.16	\$5.57	\$0.25	\$1.42	\$0.00	\$1.00	\$0.00	\$0.00	\$39.75	\$51.93
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class C	\$24.35		\$7.16	\$5.57	\$0.25	\$2.13	\$0.00	\$1.00	\$0.00	\$0.00	\$40.46	\$52.64
Painter Sign Erector/Service/Patteren/Metal Fab/Neon Class D	\$24.35		\$7.16	\$5.57	\$0.25	\$2.84	\$0.00	\$1.00	\$0.00	\$0.00	\$41.17	\$53.35
Computer Operator, Router, Spray Painter/Wood Class A	\$22.83		\$7.16	\$5.57	\$0.25	\$0.68	\$0.00	\$0.96	\$0.00	\$0.00	\$37.45	\$48.87
Computer Operator, Router, Spray Painter/Wood Class B	\$22.83		\$7.16	\$5.57	\$0.25	\$1.36	\$0.00	\$0.96	\$0.00	\$0.00	\$38.13	\$49.55
Computer Operator, Router, Spray Painter/Wood Class C	\$22.83		\$7.16	\$5.57	\$0.25	\$2.04	\$0.00	\$0.96	\$0.00	\$0.00	\$38.81	\$50.23
Computer Operator, Router, Spray Painter/Wood Class D	\$22.83		\$7.16	\$5.57	\$0.25	\$2.72	\$0.00	\$0.96	\$0.00	\$0.00	\$39.49	\$50.91
Final Assembly,Helper Class A	\$18.33		\$7.16	\$5.57	\$0.25	\$0.60	\$0.00	\$0.84	\$0.00	\$0.00	\$32.75	\$41.92
Final Assembly,Helper Class B	\$18.33		\$7.16	\$5.57	\$0.25	\$1.20	\$0.00	\$0.84	\$0.00	\$0.00	\$33.35	\$42.52
Final Assembly,Helper Class C	\$18.33		\$7.16	\$5.57	\$0.25	\$1.80	\$0.00	\$0.84	\$0.00	\$0.00	\$33.95	\$43.12
Final Assembly,Helper Class D	\$18.33		\$7.16	\$5.57	\$0.25	\$2.40	\$0.00	\$0.84	\$0.00	\$0.00	\$34.55	\$43.72
Apprentice	Percent											
1-2000 hrs	50.00	\$12.18	\$7.16	\$5.57	\$0.25	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$25.83	\$31.91
2001-3000 hrs	55.00	\$13.39	\$7.16	\$5.57	\$0.25	\$0.50	\$0.00	\$0.70	\$0.00	\$0.00	\$27.57	\$34.27
3001-4000 hrs	60.00	\$14.61	\$7.16	\$5.57	\$0.25	\$0.53	\$0.00	\$0.74	\$0.00	\$0.00	\$28.86	\$36.17
4001-5000 hrs	65.00	\$15.83	\$7.16	\$5.57	\$0.25	\$0.55	\$0.00	\$0.77	\$0.00	\$0.00	\$30.13	\$38.04
5001-6000 hrs	70.00	\$17.04	\$7.16	\$5.57	\$0.25	\$1.15	\$0.00	\$0.80	\$0.00	\$0.00	\$31.97	\$40.50

6001-7000 hrs	85.00	\$20.70	\$7.16	\$5.57	\$0.25	\$1.29	\$0.00	\$0.90	\$0.00	\$0.00	\$35.87	\$46.22
7001-8000 hrs	90.00	\$21.92	\$7.16	\$5.57	\$0.25	\$1.33	\$0.00	\$0.93	\$0.00	\$0.00	\$37.16	\$48.11

Special Calculation Note : Other is for paid holidays. Apprentice Pay Rate should be based on proper Classification.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA, PORTAGE, RICHLAND, SUMMIT

Special Jurisdictional Note :

Details :

- Class A Worker: More than 1 year but less that 2 years.
- Class B Worker: More than 2 years but less than 10 years.
- Class C Worker: More than 10 years but less that 20 years.
- Class D Worker: More than 20 years

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707

Change # : LCN01-2021sksLoc707

Craft : Painter Effective Date : 12/31/2021 Last Posted : 12/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$28.11		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$46.66	\$60.71
Paperhanger	\$28.11		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$46.66	\$60.71
Sandblasting & Buffing	\$28.51		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$47.06	\$61.32
Spray Painting	\$28.81		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$47.36	\$61.76
REPAINT Brush Roll & Paperhanger	\$26.61		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.16	\$58.46
REPAINT Sandblasting & Buffing	\$27.01		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.56	\$59.07
REPAINT Spray Painting	\$27.31		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.86	\$59.51
Apprentice - Painter	Percent											
1st 6 months	45.00	\$12.65	\$7.92	\$1.59	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.56	\$28.88
2nd 6 months	50.00	\$14.06	\$7.92	\$1.64	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.01	\$31.04
3rd 6 months	55.00	\$15.46	\$7.92	\$2.13	\$0.40	\$0.00	\$2.28	\$0.00	\$0.00	\$0.00	\$28.19	\$35.92
4th 6 months	60.00	\$16.87	\$7.92	\$2.17	\$0.40	\$0.00	\$2.49	\$0.00	\$0.00	\$0.00	\$29.85	\$38.28
5th 6 months	65.00	\$18.27	\$7.92	\$2.52	\$0.40	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00	\$31.81	\$40.95
6th 6 months	70.00	\$19.68	\$7.92	\$2.56	\$0.40	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$33.47	\$43.31
7th 6 months	75.00	\$21.08	\$7.92	\$3.45	\$0.40	\$0.00	\$3.11	\$0.00	\$0.00	\$0.00	\$35.96	\$46.50
8th 6 months	80.00	\$22.49	\$7.92	\$3.45	\$0.40	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$37.58	\$48.82

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,

LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Change # : LCN01-2021sksLoc707Ind

Craft : Painter Effective Date : 12/31/2021 Last Posted : 12/22/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Bridge Class 1 Bridge Blaster	\$34.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$52.92	\$70.10
Class 2 Bridge Painter, RiggerContainment Builder, Spot Blaster	\$31.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.92	\$65.60
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$24.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$42.92	\$55.10
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$27.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.92	\$59.60
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc	\$23.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$41.92	\$53.60
Class 5 Quality Control.Quality Assurance, Traffic Safety, Competent Person	\$27.37		\$7.92	\$6.08	\$0.40	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.92	\$59.60
Apprentice - Painter	Percent											
1st 6 months	45.00	\$15.47	\$7.92	\$1.59	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.38	\$33.11
2nd 6 months	50.02	\$17.19	\$7.92	\$1.64	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.15	\$35.75

3rd 6 months	55.00	\$18.90	\$7.92	\$2.13	\$0.40	\$0.00	\$2.28	\$0.00	\$0.00	\$0.00	\$31.63	\$41.09
4th 6 months	60.00	\$20.62	\$7.92	\$2.17	\$0.40	\$0.00	\$2.49	\$0.00	\$0.00	\$0.00	\$33.60	\$43.91
5th 6 months	65.00	\$22.34	\$7.92	\$2.52	\$0.40	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00	\$35.88	\$47.05
6th 6 months	70.00	\$24.06	\$7.92	\$2.56	\$0.40	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$37.85	\$49.88
7th 6 months	75.00	\$25.78	\$7.92	\$3.45	\$0.40	\$0.00	\$3.11	\$0.00	\$0.00	\$0.00	\$40.66	\$53.55
8th 6 months	80.00	\$27.50	\$7.92	\$3.45	\$0.40	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$42.59	\$56.33

Special Calculation Note : Apprentice pay based on percentage of above appropriate classification.

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE*, SUMMIT*

Special Jurisdictional Note : Portage & Summit North of the East-West Turnpike.

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

* Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCNO1-2021fbLoc120

Craft : Sprinkler Fitter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$41.72		\$12.10	\$10.70	\$1.10	\$0.00	\$3.20	\$0.30	\$0.00	\$0.00	\$69.12	\$89.98
Apprentice	Percent											
1st year	49.13	\$20.50	\$5.35	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.95	\$37.20
2nd year	49.98	\$20.85	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$40.55	\$50.98
3rd year	58.13	\$24.25	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$43.95	\$56.08
4th year	69.53	\$29.01	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$48.71	\$63.21
5th year	77.71	\$32.42	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$52.12	\$68.33

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

- 1 Journeymen to 1 Apprentice per project
- 2 - 4 Journeymen to 2 Apprentices
- 5 - 7 Journeymen to 3 Apprentices

3 Journeymen to 1 Apprentice on jobs with
9 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCN01-2021fbLoc120

Craft : Pipefitter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Pipefitter	\$41.72		\$12.10	\$10.70	\$1.10	\$0.00	\$3.20	\$0.30	\$0.00	\$0.00	\$69.12	\$89.98
Apprentice	Percent											
1st year	49.14	\$20.50	\$5.35	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.95	\$37.20
2nd year	49.98	\$20.85	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$40.55	\$50.98
3rd year	58.13	\$24.25	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$43.95	\$56.08
4th year	69.53	\$29.01	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$48.71	\$63.21
5th year	77.71	\$32.42	\$11.40	\$6.10	\$1.10	\$0.00	\$0.80	\$0.30	\$0.00	\$0.00	\$52.12	\$68.33

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

- 1 Journeymen to 1 Apprentice per project
- 2-4 Journeymen to 2 Apprentices per project
- 5-7 Journeymen to 3 Apprentices per project

- 3 to 1 on jobs with 9 or more journeymen

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of State Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Under pipefitter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, calibrate and maintain pneumatic temperature controls and piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120 Mechanical Equipment

Change # : LCN01-2021fbLoc120

Craft : Pipefitter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter Mechanical Equipment Service A-2	\$31.52		\$12.10	\$10.70	\$1.10	\$0.00	\$3.20	\$0.30	\$0.00	\$0.00	\$58.92	\$74.68
Pipefitter Mechanical Equipment Service A-1	\$28.12		\$12.10	\$10.70	\$1.10	\$0.00	\$3.20	\$0.30	\$0.00	\$0.00	\$55.52	\$69.58
Intermediate Journeymen												
Serviceman 1	\$21.52		\$11.20	\$3.80	\$1.10	\$0.00	\$1.55	\$0.30	\$0.00	\$0.00	\$39.47	\$50.23
Serviceman 2	\$24.15		\$11.20	\$3.80	\$1.10	\$0.00	\$1.55	\$0.30	\$0.00	\$0.00	\$42.10	\$54.17
Serviceman 3	\$27.11		\$11.20	\$3.80	\$1.10	\$0.00	\$1.55	\$0.30	\$0.00	\$0.00	\$45.06	\$58.61
Serviceman 4	\$30.32		\$11.20	\$3.80	\$1.10	\$0.00	\$1.55	\$0.30	\$0.00	\$0.00	\$48.27	\$63.43
MES Trainees	Percent											
1st year	57.46	\$18.11	\$5.70	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.91	\$33.97
2nd year	60.95	\$19.21	\$5.70	\$3.80	\$1.10	\$0.00	\$1.60	\$0.30	\$0.00	\$0.00	\$31.71	\$41.32
3rd year	67.42	\$21.25	\$5.70	\$3.80	\$1.10	\$0.00	\$1.60	\$0.30	\$0.00	\$0.00	\$33.75	\$44.38
4th year	78.20	\$24.65	\$5.70	\$3.80	\$1.10	\$0.00	\$1.60	\$0.30	\$0.00	\$0.00	\$37.15	\$49.47
5th year	84.68	\$26.69	\$5.70	\$3.80	\$1.10	\$0.00	\$1.60	\$0.30	\$0.00	\$0.00	\$39.19	\$52.54

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

3 Journeymen to 1 Apprentice
2 Intermediate Servicemen to 1 Serviceman
Trainee per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the

corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

Details :

Work scope but not limited to: Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration , air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 526

Change # : LCR01-2021fbLoc80

Craft : Plaster Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Plasterer	\$30.00	\$7.75	\$6.45	\$0.50	\$0.00	\$5.58	\$0.18	\$0.00	\$0.00	\$50.46	\$65.46

Special Calculation Note : Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Plumber Local 55**

Change # : LCR01-2021fbLoc55Plum

Craft : Plumber Effective Date : 06/09/2021 Last Posted : 06/09/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plumber	\$38.47		\$10.10	\$12.63	\$1.23	\$0.00	\$4.10	\$0.01	\$0.00	\$0.00	\$66.54	\$85.77
Yard Piping	\$24.36		\$6.94	\$2.91	\$0.69	\$0.00	\$1.59	\$0.30	\$0.00	\$0.00	\$36.79	\$48.97
Shopman (When in the field)	\$21.16		\$7.63	\$7.30	\$0.10	\$0.00	\$2.14	\$0.00	\$0.00	\$0.00	\$38.33	\$48.91
Shopman (when in the field) After 5/1/10	\$14.52		\$6.59	\$1.80	\$0.10	\$0.00	\$1.20	\$0.00	\$0.00	\$0.00	\$24.21	\$31.47
Plumber Light Commercial Journeymen	\$25.99		\$7.24	\$4.08	\$0.69	\$0.00	\$1.78	\$0.01	\$0.00	\$0.00	\$39.79	\$52.78
Apprentice Light Commercial Trainee												
0-3 Months	\$12.94		\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.44	\$19.91
4-6 Months	\$13.74		\$2.61	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.81	\$23.68
7-12 Months	\$13.85		\$3.22	\$1.20	\$0.63	\$0.00	\$0.26	\$0.00	\$0.00	\$0.00	\$19.16	\$26.08
2dn Year	\$15.06		\$3.25	\$1.28	\$0.65	\$0.00	\$0.27	\$0.00	\$0.00	\$0.00	\$20.51	\$28.04
3rd Year	\$16.27		\$3.26	\$1.35	\$0.68	\$0.00	\$0.29	\$0.00	\$0.00	\$0.00	\$21.85	\$29.98
Apprentice Initiated AFTER 5/1/10	Percent											
1-6 Months	45.60	\$17.54	\$5.93	\$1.44	\$0.95	\$0.00	\$0.36	\$0.00	\$0.00	\$0.00	\$26.22	\$34.99
7-12 Months	52.22	\$20.09	\$6.03	\$1.79	\$1.00	\$0.00	\$0.66	\$0.01	\$0.00	\$0.00	\$29.58	\$39.62
2nd year 1-6	55.39	\$21.31	\$6.67	\$2.35	\$1.05	\$0.00	\$1.56	\$0.01	\$0.00	\$0.00	\$32.95	\$43.60
2nd year 7-12	56.87	\$21.88	\$6.73	\$4.50	\$1.05	\$0.00	\$2.13	\$0.01	\$0.00	\$0.00	\$36.30	\$47.24

3rd year 1-6	64.10	\$24.66	\$7.14	\$4.60	\$1.05	\$0.00	\$2.20	\$0.01	\$0.00	\$0.00	\$39.66	\$51.99
3rd year 7-12	68.77	\$26.46	\$7.26	\$5.58	\$1.05	\$0.00	\$2.67	\$0.01	\$0.00	\$0.00	\$43.03	\$56.25
4th year	75.10	\$28.89	\$7.39	\$6.17	\$1.05	\$0.00	\$2.88	\$0.01	\$0.00	\$0.00	\$46.39	\$60.84
5th year	81.50	\$31.35	\$7.51	\$6.76	\$1.05	\$0.00	\$3.08	\$0.01	\$0.00	\$0.00	\$49.76	\$65.44

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT

Ratio :

1 Journeymen 1 Apprentice

Light Commercial Ratio

1-2 Journeymen to 1 Trainee

3 Journeymen to 2 Trainees

4-5 Journeymen to 3 Trainees

6-8 Journeymen to 4 Trainees

9-10 Journeymen to 5 Trainees

11-13 Journeymen to 6 Trainees

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA*, SUMMIT*

Special Jurisdictional Note : Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

Details :

The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities. One field shopman per shop may be hired after employing the 1st apprentice, and a second field shopman per shop may be hired after employing the 5th apprentice. These shopmen may work in the field performing primarily non-mechanical work. The plumber shopman's duties do not include the installation of plumbing.

The Plumber Light Commercial Rate can be used for the following: Any private construction project covered by this agreement shall be eligible for designation as a Market Recovery Project (Lt Commercial). The Market Recovery (Lt Commercial) wage rate shall be determined project specific by the business manager. The Market Recovery rate (Lt Commercial) may be utilized on all new, repair, remodeling, alteration, and/or maintenance (interior and exterior) of "Private Enterprise Projects"; including office buildings, service buildings, retail establishments, churches, motels/hotels, and strip shopping centers which fall under this agreement.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Roofer Local 44**

Change # : LCN01-2021fbLoc44

Craft : Roofer Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Roofer	\$35.35		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$55.49	\$73.17
Waterproofer	\$35.80		\$9.10	\$9.35	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$54.59	\$72.49
Applicant & Helper Trainees												
0 to 1851 hrs	\$13.75		\$0.50	\$0.50	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$15.09	\$21.96
1852 to 3350 hrs	\$19.44		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$39.58	\$49.30
3351 to 4850 hrs	\$24.75		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$44.89	\$57.27
4851 to 6350 hrs	\$28.28		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$48.42	\$62.56
6351 to 7550 hrs	\$31.82		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$51.96	\$67.87
7551 hrs	\$35.35		\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$55.49	\$73.17
Apprentice	Percent											
Start of school	38.90	\$13.75	\$0.50	\$0.50	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$15.09	\$21.97
600 hrs worked/72 school hrs	45.00	\$15.91	\$0.50	\$0.50	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$17.25	\$25.20
1200 hrs worked/144 school hrs	50.00	\$17.67	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$37.82	\$46.65
1800 hrs worked/216 school hrs	55.00	\$19.44	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$39.58	\$49.30
2400 hrs worked/ 288 school hrs	60.00	\$21.21	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$41.35	\$51.96
3000 hrs worked/360 school hrs	70.00	\$24.75	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$44.89	\$57.26
3600 hrs	80.00	\$28.28	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$48.42	\$62.56

worked/432 school hrs												
4200 hrs worked/504 school hrs	90.00	\$31.82	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$51.96	\$67.86
4800 hrs/576 school hrs	100.00	\$35.35	\$9.25	\$10.55	\$0.28	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$55.49	\$73.17

Special Calculation Note : Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice
 1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,
 LAKE, LORAIN*, SANDUSKY

Special Jurisdictional Note : Lorain (The Ohio Turnpike North)

Details :

\$0.04 for "Other" is for Drug Testing

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Cleveland)

Change # : LCN04-2021fbLoc33Clev

Craft : Sheet Metal Worker Effective Date : 08/01/2021 Last Posted : 07/28/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sheet Metal Worker	\$39.73		\$8.39	\$15.26	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$67.63	\$87.50
Industrial Door	\$23.36		\$8.27	\$5.44	\$0.17	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$39.39	\$51.07
Apprentice Helpers Trainee												
1st 60 Days Probationary Period	\$12.15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.15	\$18.23
61 Days-12 Months	\$13.55		\$8.27	\$1.88	\$0.17	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00	\$25.28	\$32.06
2nd Year	\$15.89		\$8.27	\$1.88	\$0.17	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$27.80	\$35.75
3rd Year	\$17.05		\$8.27	\$1.88	\$0.17	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$29.06	\$37.59
4th Year	\$18.69		\$8.27	\$1.88	\$0.17	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$30.81	\$40.16
5th Year	\$20.09		\$8.27	\$1.88	\$0.17	\$0.00	\$1.91	\$0.00	\$0.00	\$0.00	\$32.32	\$42.37
Apprentice	Percent											
1st year	39.55	\$15.71	\$8.39	\$2.42	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.69	\$34.55
2nd year	44.95	\$17.86	\$8.39	\$2.73	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$33.23	\$42.16
3rd year	49.95	\$19.85	\$8.39	\$3.03	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$35.52	\$45.44
4th year	59.95	\$23.82	\$8.39	\$3.64	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$40.10	\$52.01
5th year	74.95	\$29.78	\$8.39	\$4.55	\$1.44	\$0.00	\$2.81	\$0.00	\$0.00	\$0.00	\$46.97	\$61.86

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

- 1 Journeyman to 1 Apprentice
- 2 Journeymen to 1 Apprentice
- 3 Journeymen to 2 Apprentices
- 4 Journeymen to 2 Apprentices
- 5 Journeymen to 3 Apprentices
- 6 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

Special Jurisdictional Note :

Details :

Industrial Door-Installation and service of overhead doors roll up doors, docks and dock leveling equipment.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Truck Driver HevHwy 436**

Change # : LCN01-2015fbLoc436

Craft : Truck Driver Effective Date : 08/12/2015 Last Posted : 08/12/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Truck Driver - Straight and Dump Trucks including Asphalt-Straight Fuel - Warehousemen-Straight Fuel	\$26.90	\$4.80	\$10.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.75	\$55.20
Semi Fuel-Semi Tractor Drivers-Darts-Tank Asphalt Spreaders-Low Boys. Carryall Drivers-Rockers-Hilifts-Forklifts-Xtra long Trailers etc.	\$27.40	\$4.80	\$10.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.25	\$55.95

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
CUYAHOGA, LAKE, GEAUGA

Special Jurisdictional Note :

Details :

Eculids include: Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All Drivers, Tourna-Rockers, High-Lifts, Fork-Lifts, Extra Long Trailers and Semi-Tractor and Tri-Axle Trailer, Tandem Tractor and Tandem Trailer, Tandem Trailer and Tri-Axle Trailer, Tag Along Trailer, Expandable Trailers or towing requiring road permits. Ready-Mix (Agitator or non-agitator) Bulk Concrete Drivers, dry Batch Trucks, Articulated End Dump, Bus Drivers.

Holiday Pay = 7 holidays X (8 hours X BHR)/2080 hours per year.

This pay is only for those employee's who started driving before 1976.

To be eligible to receive holiday pay an employee must have worked at least one (1) day in the period fourteen (14) calendar days prior to the holiday and/or in the fourteen (14) day calendar period after the holiday.

CITY OF UNIVERSITY HEIGHTS, OHIO

BID DOCUMENTS

FOR

2022 STREET IMPROVEMENT PROGRAM
BUSHNELL ROAD (WARRENSVILLE CENTER TO EDGERTON)
GLENDON ROAD (MEADOWBROOK TO SILSBY)
WHITE ROAD
GREEN ROAD

PROJECT NO. 2021003.10

Prepared By:



5595 Transportation Blvd., Suite 100
Cleveland, Ohio 44125

Adv. April 14, 2022
April 21, 2022

BIDS DUE: April 28, 2022
@ 12:00 P.M.

TABLE OF CONTENTS

	PAGE NO.
Legal Notice.....	3
Bid Package Checklist.....	4
Instructions to Bidders.....	5 - 9
General Provisions.....	10 - 20
Detailed Specifications.....	21 – 34
Standard Construction Drawings.....	35 – 49
Location Map.....	50
Bid Form.....	51 - 55
Non-Collusion Affidavit.....	56
Delinquent Personal Property Statement.....	57
Unresolved Findings for Recovery Certification.....	58
Qualification of Bidder.....	59 - 60
Listing of Subcontractors.....	61
Sample Performance Bond.....	62
Labor and Material Bond.....	63 - 64
Sample Contract.....	65 - 69
Affidavit of Compliance.....	70
Affidavit of Contractor.....	71 - 72
Consent of Surety.....	73
University Heights Participation Report.....	74 - 76
Prevailing Wage Rates (Separate Attachment)	

**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 until **12:00 Noon on Thursday, the 28th day of April 2022** for:

2022 STREET IMPROVEMENT PROGRAM

and will be publicly opened and read immediately thereafter. Each bid must contain the full name or names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio, and be accompanied by a certified or cashier's check on a solvent bank made payable to the order of the City of University Heights, the amount shall be equal to ten percent (10%) of the amount bid, drawn in favor of the Clerk of the City of University Heights, Ohio. Each bidder is required to furnish with its proposal, a Bid Guaranty or Bid Bond in accordance with Section 153.54 of the Ohio Revised Code.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin. 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.

The price of material and labor bid for shall be separately stated.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of the City of University Heights. These documents may only be obtained through the office of GPD Group by emailing Nick Fini nfini@gpdgroup.com and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be directed to GPD Group at (216) 927-8655.

The bid check or bid bond, as the case may be, will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of University Heights, and the performance of such contract secured by said check or bond, and in default thereof said check or bond, and the amount represented thereby, shall be forfeited to the City of University Heights as liquidated damages.

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

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

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

Adv: April 14, 2022
April 21, 2022

CITY OF UNIVERSITY HEIGHTS, OHIO
BID PACKAGE CHECKLIST

FOR: 2022 STREET IMPROVEMENT PROGRAM

Please Note: The following items are to be included in your bid package. The required items are to be ORIGINALS and must be SIGNED by the proper authority representing your company:

Bid Form -- Signed

Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property - Signed

Non-Collusion Affidavit - Signed and Notarized

Statement Regarding Personal Property Taxes - Signed

Information Showing Qualifications of Bidder - Signed

Listing of ALL Subcontractors to be used on the project - Signed

University Heights Business Participation Report

Bid Bond

Unresolved Findings for Recovery Certification

INSTRUCTIONS TO BIDDERS

A. SEALED BIDS

Sealed bids for "**2022 STREET IMPROVEMENT PROGRAM**" for the City of University Heights will be received by the Clerk of Council, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 P.M. on Thursday, April 28, 2022**. Said bids shall be enclosed in an opaque sealed envelope and marked "**2022 STREET IMPROVEMENT PROGRAM**" and shall bear the name of the bidder.

B. DEFINITIONS

Wherever the word "Owner" occurs herein, it shall mean the City of University Heights or its duly authorized representative.

Wherever the words "Municipal Authority", occurs herein it shall mean the Mayor of the City of University Heights or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of University Heights.

Wherever the word "Contractor" occurs herein, it shall mean the party entering the Contract for the performance of the Work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the Work.

Wherever the word "CWD" or "Division of Water" occurs herein, it shall mean the City of Cleveland, Division of Water. The Engineering Design Office is in the Public Utilities Building, 5th floor, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

"Addendum" or "Addenda" shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

C. BID FORM

Each proposal shall be made on the attached "**Bid Form**" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM**.

D. PROPOSAL GUARANTY

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the

furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

E. CONSIDERATION OF PROPOSALS

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

F. AWARD OF CONTRACT

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified by letter mailed to the address shown in the proposal, stating that its bid has been accepted and that it has been awarded the contract.

G. CANCELLATION OF AWARD

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

H. RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned within sixty (60) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within sixty (60) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND

Within ten (10) days after it has received notice of the award of the contract, and before entering a contract, the successful bidder shall furnish (1) a performance bond in the form provided at page PB-1 in the full amount of his proposal, which bond shall cover the entire contract including the guarantee period and (2) a Labor and Material bond in the form provided herein.

J. EXECUTION OF CONTRACT

The successful bidder shall sign and return the contract, together with the bonds and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw its bid without prejudice.

K. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the Work may be re-advertised as the Owner may decide.

L. CONTRACTOR'S INSURANCE

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect contractor and any subcontractors performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. The contractor shall maintain coverage of the types and in the amounts as specified below. The policy shall name the Owner as an additional named insured. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
---------------	--------------

Such insurance shall remain in full force and effect during the life of the contract.

M. WAGE SCALE AND LABOR

University Heights Codified Ordinance Section 168.20 requires that no less than prevailing wages be paid to all laborers, workmen, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workmen and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code. Said wage rates are hereby attached and made part of this document.

N. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

O. QUALIFICATION OF BIDDER

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

P. SUBCONTRACTORS

The bidder shall state on the appropriate contract form the names of all subcontractors proposed and the items of work they are to be assigned. All work not assigned to a subcontractor shall be assumed by the Owner to be performed by the bidder.

The successful bidder shall not subcontract work totaling more than 40% of the total contract amount.

The Owner reserves the right to approve all subcontractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of subcontractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices

Q. ESTIMATES

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract eight percent (8%) of the first 50% of the total contract work completed to date, which shall be retained as described below.

The Engineer shall then subtract from the total derived from the paragraph above, all previous payments made to the contractor for prior monthly estimates. This total amount remaining and due the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty five (45) days from receipt of the estimate by the Engineer. The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The eight percent (8%) of the first 50% remaining unpaid will be retained as a guarantee that the Contractor will faithfully and completely fulfill all of the obligations and conditions imposed by the contract and specifications, and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. In case the Contractor fails to comply with the terms of these specifications, or fails to comply with the orders or directions of the Engineer herein provided for, the Owner reserves the right, and the Contractor hereby assents to the same, of withholding the payment of any monthly

estimate until the terms, orders, or directions are complied with to the satisfaction of the Engineer.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer the 10% of monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

R. AFFIDAVIT OF CONTRACTOR

The Affidavit of Contractor, which is part of the bidding documents, shall be properly executed and notarized as required.

S. AFFIDAVIT OF COMPLIANCE PREVAILING WAGES

The Affidavit of Compliance Prevailing Wages, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner before the surety is released or final payment due.

T. CONSENT OF SURETY FOR FINAL PAYMENT

The Consent of Surety for Final Payment, which is part of the bidding documents, shall be properly executed, notarized and submitted to the owner prior to the final estimate.

U. MAINTENANCE BOND

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense a two-year maintenance bond, in the amount of twenty-five percent (25%) of this contract. The term of the bond shall begin on the date of final acceptance of the improvement and shall guarantee the improvement will remain in good condition for and during the entire two-year period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the Owner, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the Owner reserves the right to make such corrections at the expense of the Contractor or bonding company.

GENERAL PROVISIONS

A. DAMAGES TO PROPERTY

The Contractor shall be held responsible for any and all damage done by him or his agents to public roads, structures, private property, or any other property within the project site which has been occasioned by any of his operations in connection with this project. Damage to public roads or private property, resulting from hauling, storage of materials or other activity connected with the work, shall be repaired by the Contractor concerned, at his expense, and to the satisfaction of the Engineer.

B. ASSISTING THE ENGINEER

The Contractor shall render all necessary assistance to the Engineer, and, if required, shall furnish him with levels, measurement, etc., on the work or grounds.

C. SAMPLES

The Contractor, upon request, shall furnish to the Engineer, free of cost, at his office and for his approval, samples of any materials to be used in the execution of the work herein described and samples of the finish to be given to the several parts. All materials furnished must be fully equal to the samples approved by the Engineer.

D. SITE CLEAN UP

The Contractor, upon completion of his work and at other times as required by the Engineer, shall collect and remove all rubbish and debris pertaining to his work.

E. SHOP DRAWINGS

Six (6) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

F. TEMPORARY UTILITIES

The Contractor shall provide all temporary utilities, including water, for all purposes, general lighting, heating and single-phase electric service, all as required to meet the needs throughout the construction period. Any costs involved in the installation and removal of same shall be borne by the Contractor. The Contractor shall also receive and pay currently any and all utility bills in connection with this project throughout the construction period. This includes power, telephone and gas company bills for both temporary and permanent service use prior to acceptance.

G. TEMPORARY SANITARY FACILITIES

At or before start of work, the Contractor shall provide temporary sanitary convenience for workmen and shall maintain same antiseptic until the completion of the contract. This

installation shall be provided in a manner acceptable to the Engineer. At completion of the work, the Contractor shall remove this facility to the satisfaction of the Engineer.

H. GRADES AND LEVELS

All grades, lines and levels of an engineering nature and requiring the services of a survey party will be supplied by the Contractor at no cost to the City.

I. INSPECTION AND TESTING

All inspection and testing of materials that is to be performed will be done at the expense of the Contractor. The City of University Heights shall provide the inspection of the construction of this project. Construction inspection will be done at the expense of the City. The Contractor shall pay for and include in his bid all other necessary costs of inspection. No work shall be performed unless in the presence of the Engineer or his authorized representative. The Contractor is required to give 48 hour notice to the City prior to beginning or discontinuing work. If notice is not given the Contractor shall be charged for one full day's inspection. If the Contractor does not complete this project within the number of calendar days set forth in the bid (and the inspection hours go over) the City will deduct all appropriate inspection fees.

J. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS

Before being placed in the work, the Contractor shall furnish the Engineer a manufacturer's certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected and the Contractor shall be notified at once of such rejection and the reason, therefore, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor with materials and labor meeting the requirements of the order, and of these specifications, the City will purchase in the open market material and labor of the character required under the order up to the amount rejected and the said Contractor and his surety shall be liable to the City thereby. The Engineer shall have the right to suspend the whole or any part of the work to be done, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

K. UNACCEPTABLE MATERIALS

All materials not conforming to the requirement of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No materials, the effects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due

or to become due to the Contractor.

L. RELOCATION OF UTILITIES

The Contractor shall make arrangements with any utility company as required for the relocation of utility poles, underground conduits, gas lines and valves as required to be relocated or adjusted, at no cost to the City.

M. PROTECTION OF PROPERTY AND WORK

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered during construction. He shall repair and make good any damage caused to such property. The Contractor shall grade and seed, at his own expense and to the satisfaction of the City, all public or private lawn areas damaged by his operations.

The Contractor shall provide proper facilities, take all necessary precautions, and assume the entire cost for protecting the work against vandalism, weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract.

N. SCHEDULING

The Contractor shall submit a schedule for work to be performed which must meet with the approval of the Engineer, prior to the start of construction. All work on this contract, unless otherwise stated on the plans, will be limited to the daylight hours 8AM to 8PM, except in cases of emergency, and then may be performed only if permission is obtained from the Engineer and adequate lighting facilities are used. No work will be permitted on Sundays and Holidays, except to save property or life, or in case of extraordinary emergency, and then only as authorized or directed by the Engineer. Saturday work is permissible upon written approval by the City.

The intent of this project is to complete all work within sixty (60) calendar days of Notice to Proceed.

The Contractor shall submit to the Engineer an updated progress schedule each month. This updated schedule shall be submitted with the monthly estimate.

O. TIME FOR COMPLETION

Work on this contract shall commence within ten (10) working days from the date of notice of authorization to proceed.

The work shall be carried on with such force and in such manner and order and at such points that within the number of calendar days as set forth in the bid form, or as may be

modified or extended as mutually agreed upon, and as computed from the date of notice of authorization to proceed, the whole work shall be performed.

The Contractor shall work continuously until the work is completed and shall not leave the job site until all work is acceptable to the Engineer.

It is mutually agreed by and between the parties hereto that time is an essential part of this contract and that if the Contractor shall fail to complete the work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, from the monies which are or may become due said Contractor, and every calendar day the completion of the work be delayed beyond the time set forth herein for such completion.

It is agreed by and between the parties hereto that inasmuch as expenses and inconveniences and other damages will be sustained by the City in the event that said Contractor fails to perform the work herein specified within the time herein set forth, such as inconvenience to the public, engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract, and other elements, some of which are indefinite and, in some cases, in susceptible of easy proof, an amount equal to that stated below for each calendar day's delay shall be considered as liquidated damages and not as a penalty and shall become due said City as full payment for all such expenses and damages sustained by it by the failure of the Contractor to complete the work as herein specified.

Original Contract Amount (Total Amount of the Bid)		Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time
From More Than	To and Including	
\$0.00	\$500,000	\$400
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$900
\$10,000,000	\$50,000,000	\$1,500
Over \$50,000,000		\$3,200

**P. COORDINATION OF PLANS, SPECIFICATIONS, GENERAL PROVISIONS AND
DETAIL SPECIFICATIONS**

These specifications, the plans, general provisions, detail specifications, and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary

and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; and supplemental documents will govern over both.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error omission, he shall immediately notify the Engineer.

The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

Q. FINAL CLEANUP

Prior to and at the request of the Engineer, the Contractor shall make a final cleanup of the project to the satisfaction of the Engineer and the City.

R. AUTHORITY OF THE ENGINEER

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions which may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

S. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any way affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Sub-Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason or race, sex, creed or color, discriminate against any citizen of The United States in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

That no Contractor, Sub-Contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed or color.

T. SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided for the contract as full payment for furnishing all materials and equipment for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof.

U. CONTRACTOR'S SUPERINTENDENT

The Contractor shall at all times have a competent superintendent in charge of the work hereunder, who is thoroughly familiar with the class of work covered by the Specifications. The superintendent shall not be transferred or relieved without prior written notice to the Engineer.

The Contractor's superintendent shall represent the Contractor in his absence. The superintendent shall have authority to execute all instructions, given to him by the Engineer.

The Contractor's superintendent shall at all times cooperate with the Engineer and his authorized representative or other contractors in all matters, including labor relations.

The Engineer shall direct that the superintendent be replaced if his work is not satisfactory.

V. CONTRACTOR'S OFFICE (NOT USED)

W. CHANGES TO ACCOMMODATE MATERIALS PROVIDED

The Contractor shall provide materials to fit and be capable of use and/or operation within the structure dimensions shown. If materials provided by the Contractor require changes in his work, the Contractor shall make the required changes at his expense. If the materials provided by the Contractor require changes in work to be performed under other contracts with the City, the Contractor shall coordinate the required changes with the other affected Contractors and if such changes require an increase in contract price, as evidenced by a change order, the Contractor providing the materials shall be responsible for the increased cost.

X. UNDERGROUND CONDUITS

The Contractor shall exercise care in excavating areas containing underground conduits and shall support and maintain all conduits in a manner satisfactory to the Engineer, where their security is affected by work under the Contract.

Contractors must contact OUPS (either [online](#) or through a toll free number—800-362-2764) no sooner than 48 hours and no later than 10 days before excavating. The 48-hour rule applies to “call backs” on projects where OUPS has been previously notified, as set forth in R.C. § 3781.31(B).

Contractors should take care to ask OUPS for the contact information for limited basis participants, who need to be notified directly by the Contractor.

Under R.C. § 3781.31(A), utility owners have a right to request and receive an additional 24-hour notice before excavation. This additional notice is not made through OUPS, but directly to the utility owner.

Notice must be given whether or not there are signs in the area warning of underground utilities.

An excavation subcontractor cannot rely upon the prime contractor or the project owner's representative to give the location of a buried utility. The Subcontractor must deal directly with the utility owner through OUPS.

If the employees of the excavator know that the markings are not reasonably accurate, they proceed to dig at their own risk.

R.C. § 3781.30(B) requires the contractor to "protect and preserve the markings of approximate locations of underground facilities until those markings are no longer required for proper and safe excavations."

Per R.C. § 3781.30, in the event of utility damage, the contractor must stop immediately and report the damage. The contractor must take reasonable actions to protect persons and property, especially when dealing with buried gas and electrical lines.

29 CFR 1926.651 echoes state requirements for contacting utility owners, determining utility locations and excavating safely. Therefore, failure to follow state statutory requirements is also an OSHA violation.

Y. EXCLUSION OF WATER

The Contractor shall provide all necessary pumps, pipes, drains, ditches and other means of removing water from excavations, or other parts of the work, or for preventing the sides from sliding or caving, and he shall remove the water. He shall provide additional pumps or drains at any place where the Engineer shall deem them necessary.

Z. SANITARY SEWER SYSTEM

The Contractor shall not cause or let any untreated sewage enter storm sewers, ditches or streams during the performance of his work.

AA. DUST AND UNNECESSARY NOISE

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Roadways and areas about the site shall be maintained by the Contractor so as to

eliminate dust until completion of the job.

BB. SPACE FOR STORAGE OF MATERIALS

The City shall not be responsible for any materials and equipment stored on private property.

The Contractor will need additional areas for material and/or equipment storage. It will be the Contractor's responsibility to contact private property owners for the use of their property. All areas disturbed by the Contractor must be restored to their original or better condition at no cost to the City.

CC. JOINT OCCUPATION OF SITE (NOT USED)

DD. APPROVAL AND ACCEPTANCE

Upon completion of the work as herein provided, the Contractor shall notify the City, in writing, that construction has been completed.

EE. RECORD DRAWINGS (NOT USED)

FF. MEASUREMENT FOR PAYMENT

The contract price per unit of any item is for the work complete in place and accepted as specified and shown on the plans regardless of the character of material encountered in the excavation or contingencies of any other nature. Unit and lump sum prices for such completed in place shall include the furnishing of all labor, materials, tools and equipment necessary for its proper performance. All costs such as excavation, concrete and reinforcement, grouting, backfill, relocation, repair or replacement of existing structures, sheeting and bracing of excavations, clean up and repairs and all other operations required in the construction shall be included in the contract unit or lump sum prices, and no additional compensation will be allowed therefore. It is the intent of these specifications that the cost of all work, which does not have pay items provided for, shall be included in the contract unit or lump prices for items shown on the bid forms.

GG. REMOVAL ITEMS

All mailboxes, street signs, street signal devices, private signs, highway delineators, etc., encountered in the line of work shall be carefully removed and stored and shall be replaced immediately after the work is completed. The Contractor shall compact the material about the base of the post for the boxes and signs and shall reposition the boxes wherever necessary during the maintenance period of the contract to a vertical and upright condition. The cost of such work shall be borne by the Contractor and included in the unit or lump sum price bid for the various items of work in this contract and no extra payment shall be made for this work.

HH. CHANGE ORDERS

Initiation of Change Orders

The Associate shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Time, or both, associated with a Contract modification.

In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth. In any Proposal for an adjustment of the Contract Time, the Contractor shall specifically identify the items set forth.

The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

The Contractor shall respond with a Proposal to the Associate and the Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and the Associate.

The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and the Contracting Authority. The time limits described under this subparagraph apply only to Proposals submitted in response to a Proposal Request.

A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

If the Contractor does not timely submit a Proposal within the time required, the Contractor waives its right to an adjustment to the Contract Sum or Contract Time, or both, associated with the contemplated change in the Work.

Change Order Procedure

A Change Order is a written instrument prepared by the Associate and signed by the Contracting Authority, the Owner, the Associate, and the Contractor, stating their agreement upon all of the following:

A change in the Work;
The amount of the adjustment of the Contract Sum, if any; and
The extent of the adjustment of the Contract Time, if any.

In no event shall the Contractor be entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Time, or

both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Time, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

The Associate shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

If the Contractor is in agreement with the Change Order, the Contractor shall sign and return the Change Order to the Associate within 3 days of receiving it.

When the Associate receives the Change Order signed by the Contractor, the Associate shall recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

When the Owner receives the Change Order, the Owner shall sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner shall reject it and return it to the Associate.

When the Contracting Authority receives the Change Order, the Contracting Authority shall sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority shall reject it and return it to the Associate.

When the Change Order is signed by the Contractor, the Associate, the Owner, and the Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in Work.

II. QUANTITIES OF WORK

The quantities of work set forth herein are approximate only and the City reserves the right to modify them or delete any or all of them upon notice to the Contractor. The City may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

JJ. CONTINGENCY QUANTITIES

"As Directed" and/or contingency quantities have been included in the Bid Proposal as part of the Contract for use at locations within the project as directed by the Engineer. The Contractor shall not order materials or perform work for "as Directed" or contingency items unless authorized by the Engineer. The actual work locations and measured quantities used for such items shall be determined in the field.

KK. PREQUALIFICATION OF ASPHALT PAVER

The asphalt pavement installer shall be ODOT Prequalified to perform Work Type 10-Flexible Paving. The contractor or subcontractor must appear on ODOT's current prequalification list. Evidence of prequalification shall be submitted to the Owner upon request.

DETAIL SPECIFICATIONS

FOR

2022 STREET IMPROVEMENT PROGRAM

The 2019 version of the manual entitled "State of Ohio, Department of Transportation, Construction and Material Specifications" (ODOT Specifications) shall govern the material and procedures used in this project, except as hereinafter specifically amended.

The work considered under the contract for "2022 Street Improvement Program" shall include the furnishing of all material, labor, superintendence, tools, and services for and incidental to the improvements proposed by this contract as specified herein.

SCOPE OF WORK

The work embraced by this contract generally consists of asphalt pavement resurfacing, hot-in-place asphalt pavement recycling, replacement of all concrete curbs, replacement of curb ramps, asphalt patching, and crack sealing as identified below:

- A. 2.5 inch mill and fill with minor base repair, curb replacement, and ADA ramp construction
 - Bushnell Road (Warrensville Center to Edgerton)
 - Glendon Road (Silsby to Meadowbrook)
- B. Crack sealing and asphalt patching of Green Road.
- C. Hot-In-Place Asphalt Recycling of White Road.

It is important that a physical inspection of the work sites be performed by the bidder so that full awareness of the scope of work is understood.

All base repairs and intermediate course placement shall be completed within three (3) days of pavement planing or wearing course removal. Interim liquidated damages may be applied per each working day beyond three (3) on a per street basis.

NON-PAY ITEMS:

SURVEY

All horizontal and vertical control required for the complete layout and performance of the work under this Contract shall be performed by the Contractor at his expense.

RESIDENT NOTIFICATION

The Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be resurfaced. The notice will be delivered one week prior to the beginning of work on the road. The notice will have a local phone number that residents may call to ask questions and a schedule of construction. The notice shall be of the door hanger type which secures to the door handle of

of construction. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The notice shall be submitted for approval prior to delivery. Hand distribution of this notice will be considered incidental to the contract. No separate payment shall be made for this item of work. The cost of this item shall be included in other items of work.

SEEDING AND MULCHING

The Contractor shall be required to restore all locations where work under this contract has damaged and caused the need for site restoration. The intent of this item of work is to restore damaged lawn areas directly resulting from removal or replacement of sidewalk, adding new tree lawns, new concrete apron, curb removal or replacement, curb ramp removal & replacement or to fill existing voids in the tree lawns as directed by the Engineer.

Seeding and Mulching shall be in accordance with Item 659 in the ODOT Specifications except as hereinafter specifically amended. All lawn restoration work shall be performed by an approved landscaper.

The areas to be seeded shall be graded to a depth of at least three inches (3") below the existing or finished grade, and sufficient topsoil added as determined during construction. All existing grassed areas disturbed by construction shall be restored as specified herein.

All materials used shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State Regulations.

All landscaping materials shall be installed in a sound, workmanship-like manner and according to accepted, good construction and planting procedures. The Contractor shall be responsible for the continued proper maintenance of all materials, and shall keep them in a proper, neat and orderly appearance, free from refuse and debris at all time. All unhealthy or dead plant material shall be replaced within one year of citation, or by the next planting period, whichever comes first.

The Contractor shall secure additional topsoil as required from other sources to properly grade the tree lawns. The soil shall be loosened and raked and commercial fertilizer of 10:6:4 formula applied evenly to the surface at the rate of ten (10) pounds per thousand (1,000) square feet and worked into the top two (2) inches of the soil.

Before sowing grass seed, the ground must be reasonably smooth, friable and of even texture. Seed shall not be sown when the soil is muddy, baked hard, or when the wind is blowing so strongly as to prevent even distribution. Seed shall be sown at the rate of four (4) pounds per thousand (1,000) square feet. In areas where existing lawns are to be matched, the Contractor will attempt to determine the type of grass seed originally used and use the same mixture in order to create a uniform appearance. In all other areas the following mix shall be used:

60% Kentucky Bluegrass

30% Creeping Red Fescue

5% Red Top

5% White Dutch Clover

Seed shall be evenly sown, lightly raked into the top one quarter inch (1/4") of soil and rolled lightly with a lawn roller. If the weather is dry, the Contractor shall sprinkle the surface seeded until an even dense growth of grass over the seeded area is started.

All other aspects of seeding shall conform to Item 659 in the ODOT Specifications.

ITEM 642 - PAVEMENT MARKINGS

This work shall consist of furnishing all material, labor and equipment necessary for the required pavement preparation and application of uniformly retro-reflective pavement marking materials in accordance with ODOT Item 642. The pavement markings shall conform to the "Ohio Manual of Uniform Traffic Control Devices", these specifications or as directed by the Engineer.

The intent of this item of work is to restore the pavement markings to the original configuration upon completion of all roadway work. This work will include stop bars, crosswalks, words on pavement, and other pavement markings found on the streets contained herein or as directed by the Engineer.

The traffic paint shall be of a formulation, identified by a manufacturer's code number, pre-qualified by the ODOT Laboratory according to ODOT Supplemental Specification 1047 and shall have the same composition as the paint of the code number approved by prequalification.

The ODOT Laboratory will furnish the names of manufacturers and code numbers from its approved list of pre-qualified white and/or yellow paint suppliers on request. The paint shall comply with ODOT Specification Item 642 (740.02, Type 2) Fast Dry and Glass beads shall comply with 740.09 (Type A).

The first application of paint to new asphalt pavement surfaces shall be increased by 25 percent over the specified rate.

Glass beads shall be applied to the wet paint so that the beads are embedded and retained in the paint and uniformly cover the paint surface. The rate of application shall not be less than 6 pounds of glass beads per gallon of paint applied.

The temperature of fast dry paint at the discharge point shall be in the range of 110-140 degrees Fahrenheit. Lines shall be sharp, well defined, and retro-reflective. The width of line applied shall be the width specified plus or minus 1/4 inch. Fuzzy lines, excessive overspray, or non-uniform application are unacceptable. Lines will be inspected at night by the Engineer to verify proper retro-reflectivity.

Pavement markings which are improperly applied, improperly located, or non-retro-reflective shall be corrected at the Contractor's expense. Lines applied with insufficient material quantities shall be properly reapplied or shall be subject to acceptance with a deduction of 20 percent. Improperly located lines shall be removed by a method approved by the Engineer and lines shall be applied in the correct locations at the Contractor's expense, including the furnishing of additional approved materials.

The Contractor shall lay out the locations of all lines to assure their proper placement. When applying longitudinal lines the Contractor shall use pre-marking to guide his marking equipment.

Pre-marking shall be located from survey data or reference points and offset so as to parallel the theoretical edge of the marking lines at a maximum distance of one inch.

Pre-marking for longitudinal lines shall be placed on 40 foot intervals and shall not exceed 2 inches in width or 12 inches in length.

The layout and pre-marking lines shall be approved by the Engineer before marking operations are started.

Pavement marking lines shall be straight or smoothly curved, true to the alignment of the pavement, and shall not deviate laterally from the proper location at a rate of more than 2 inches in 100 feet. No deviation greater than 3 inches will be permitted. Stop lines shall be solid white lines 24 inches wide.

Crosswalk lines shall be solid white lines 12 inches wide spaced 6 feet apart.

PAY ITEMS:

ITEM SPECIAL - PRECONSTRUCTION DVD

This work shall consist of audio-video recording of the construction limits and areas adjacent to the construction limits, as directed by the Engineer, prior to the start of any construction.

All video recording shall begin with the date and time of recording. All DVDs will become the permanent property of the Owner.

The primary purpose or intent of the recording is to provide the necessary information for the restoration of surface features including, but not limited to driveways, trees, fences, landscaping features and planters in areas adjacent or immediately outside the work limits that are damaged by the Contractor. In areas where any claims by the Homeowner or the Owner against the Contractor the DVD will assist the Engineer in determining the existing or original condition. Areas that have been damaged due to the Contractor's negligence as determined by the Engineer shall be restored to its original condition at the Contractor's expense. The Contractor shall be responsible for restoring areas not clearly shown in the DVD as directed by the Engineer or Owner. The DVD shall cover all streets in the Summary of Quantities and the Service Yard Site Plan.

Payment for this work shall be made at the unit price bid per **LUMP SUM** for **"Preconstruction DVD"** which price shall constitute full compensation for all labor materials, equipment and incidentals necessary to complete the work.

ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE

This work shall consist of the removal of and satisfactory disposal of 2.5" inches of existing asphalt surface course and shall be in accordance with Item 254 in the ODOT Specifications.

The asphalt may be removed by grinding, heater-planing, or other approved methods as determined by the Engineer. The removed asphalt shall become the property of the Contractor and shall be removed from the site.

Payment for this work shall be at the unit price bid per **SQUARE YARD** for "**Pavement Planning, Asphalt Concrete, T=2.5**", which price shall constitute full compensation for removal and disposal, and for all labor, equipment, tools and incidentals necessary to complete the work.

ITEM 253 – PAVEMENT REPAIR, AS PER PLAN

This work shall consist of the removal and replacement of asphalt, brick, or concrete pavement at the locations designated by the Engineer. All work shall be in accordance with ODOT Item 253 and as specifically amended herein. This item is a contingency to be used as directed by the engineer.

The intent of this item of work is to repair base pavement after the intermediate course has been placed and prior to installing the surface course as directed by the engineer during construction. This work shall also be performed prior to the Hot-In-Place asphalt recycling. The Contractor shall remove the pavement, within the limits designated by the Engineer. The work shall include the removal of approximately eight inches (8") of pavement. No pavement cores have been performed. Existing pavement is anticipated to consist of asphalt over brick with a macadam or concrete base. The repair shall consist of sawcutting and removal of existing pavement, subgrade compaction, 4" ODOT Item 304, and 4" ODOT Item 301 to complete the repair.

The Contractor shall saw cut the pavement and excavate the required depth and compact the sub-grade as a part of this item.

Payment for this work shall be made at the unit price bid per **SQUARE YARD** for "**Pavement Repair, As Per Plan**", which price shall constitute full payment for furnishing, handling, and placing all materials, including asphalt pavement, ODOT-301, sub-grade compaction, ODOT-304 backfill, pavement saw cutting, and for all labor, equipment, tools and incidentals necessary to complete the work.

ITEM 407 – TRACKLESS TACK COAT

This work shall consist of preparing and treating the existing pavement base and asphalt leveling course with bituminous material prior to constructing the asphalt surface course in accordance with Item 407 in the ODOT Specifications.

The rate of application of the tack coat shall be 0.10 gallons per square yard for Tack Coat and 0.04 gallons per square yard for Tack Coat for Intermediate course.

The Contractor at his own expense, means, and methods shall protect City streets from excessive tracking and depositing of asphalt emulsions outside of the work zone, including pavements and intersections adjacent to the project area as well as truck haul routes. Asphalt or emulsion/debris mixtures deposited on City streets from materials trucks or other construction equipment vehicles tires are the responsibility of the Contractor to control and if necessary may require the milling and filling of the damaged surface areas.

Payment for this work shall be made a the unit price bid per **GALLON** for "**Trackless Tack**

Coat" accepted in place, which price shall constitute full payment for furnishing, handling, and placing all materials, and for all labor, equipment, tools and incidentals necessary to complete the work.

ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, 1-1/4"
ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), 1-1/4"

It is the intent of these specifications to place a 1-1/4" Surface Course (448), Type-1 and a 1-1/4" Intermediate Course, Type-1 on all streets to be resurfaced. Where 2.5 inches of asphalt cannot be placed, adjust thickness of the intermediate course. Surface coarse thickness must be maintained at 1-1/4" inches minimum.

The Asphalt Binder Grade shall be PG 64-22 for the 441 Surface Course.
The Asphalt Binder Grade shall be PG 64-22 for the 441 Intermediate Course.

The aggregate material shall conform to Item 703.05 in the ODOT Specifications.

The bitumen content shall be a minimum of 6.0 percent by weight of the total mix for slag aggregate and 5.0 percent by weight for limestone.

All asphalt concrete pavements and bituminous aggregate base shall be placed with a "paving machine". The use of a "spreader box" will not be permitted.

The use of reclaimed asphalt is allowable up to 10% (surface course) and 25% (intermediate course) of the total mix design.

Sawed butt joints shall be constructed at all locations where new asphalt meets existing asphalt or existing concrete streets and sealed with asphalt cement. Feathered joints will not be allowed.

Any cracks which develop within one (1) year of completing this work shall be sealed in accordance with the asphalt and concrete joint sealing specification contained herein, at no cost to the City.

After completion of the surface course, the curb gutters shall be sealed with asphalt cement applied at a uniform width of approximately four inches and at a rate sufficient to fill surface voids.

Contact surfaces of curbing, gutters, manholes, catch basins, and other similar structures shall be painted with a thin, uniform coating of bituminous material prior to the asphalt surface being placed against them.

The completed surface shall be checked with straight edges. The variation of the surface course from the testing edge of the 10-foot straight edge shall not exceed 1/4 inch.

No traffic shall be allowed on the asphalt surface until it has so cooled that it will not glaze and in no case for a period of four (4) hours after placing.

Payment for Asphalt Concrete will be made at the contract unit price bid per **CUBIC YARD**

accepted in place, which price shall constitute full compensation for furnishing, handling, mixing, and placing all materials, for regrading driveway aprons, for sealing cracks as directed by the Engineer; for shaping, compacting, rolling and finishing; for improving unsatisfactory areas; and for all labor, equipment, tools, and incidentals necessary to complete the asphalt paving, including all the work stated above.

Cubic yardage for payment purposes will be calculated using tonnage slips of the bituminous mixture accepted in place and the conversion factors shown in the table under method of measurement, Item 401 of the ODOT Specifications.

The Contractor will provide the Engineer with laboratory reports for the JMF which specifically calls out the type and the dry rodded weight of the aggregate being used for this project, prior to paving.

ITEM 202 – APRON REMOVED

ITEM 451 – 6" CONCRETE APRON, CLASS QC MS, AS PER PLAN

These items are for replacing driveway aprons as directed by the Engineer. Any earthwork (excavation or embankment) that may be necessary shall be in accordance with ODOT Item 203. All driveway aprons shall be replaced with 6" reinforced concrete in accordance with ODOT Item 451, and a 2" bed of No. 8 stone. Concrete shall be Class QC MS in accordance with ODOT Item 499, and reinforcing shall be Fibermesh Inforce e3 or approved equal. Sidewalk in the area of the drive shall be considered part of the apron and replaced in the same manner and thickness.

Payment for this work shall be made at the contract unit price bid per **SQUARE FOOT** for respective apron item, which price shall constitute full compensation for all excavation, embankment, sub-base compaction, sub-base material, saw cutting, 6" thick Class QC MS concrete, reinforcing steel/fibers and for all labor, equipment, tools and incidentals necessary to complete the work. Lawn restoration shall be as stated under the Non-Pay items contained herein.

ITEM 202 – WALK REMOVED

ITEM 608 – 4" CONCRETE WALK, CLASS QC MS, AS PER PLAN

These items shall consist of constructing a four inch (4") concrete sidewalk at locations as directed by the Engineer. A two (2") inch limestone screening bed shall be required and paid under this item. Work shall be as directed by the Engineer, and in accordance with the City of University Heights Standards and ODOT Items 202 and 608.

This item of work is intended to be used as necessary to complete the installation of the ADA Curb Ramps as specified herein.

Payment for this work shall be made at the contract unit price bid per **SQUARE FOOT** for per respective item, which price shall constitute full compensation for removal and disposal of existing walk, furnishing all materials, excavations, sub-base compaction, sub-base material, and for all labor, equipment, tools and incidentals necessary to complete the work.

Lawn restoration shall be as stated under the Non-Pay items herein.

ITEM 608 - CURB RAMP, AS PER PLAN

This item shall consist of constructing concrete curb ramps in accordance with ODOT Item 608 and as specifically amended herein.

All ramps shall be in compliance with ADA Requirements and the latest ODOT standard construction drawings.

Concrete shall be Class QC MS, fiber reinforced. Detectable Truncated domes shall be East Jordan red in color. The contractor shall submit to the Engineer for approval prior to ordering materials.

This work shall consist of the replacement of concrete curb ramps to meet the latest ADA standards, including truncated domes. **The minimum ramp opening width at the street shall be 6'-0" wide.** All other minimum and maximum slopes required to meet the ADA Standards are the responsibility of the Contractor. Concrete curb on the back or sides of the sidewalk may be required to meet the maximum slope grades and stay within the existing right-of-way. Any concrete curb and earthwork required to construct the new ramps will be incidental to this item of work, including the street curb at the edge of pavement through the ramp.

This item may also include the removal of existing tree lawns to construct ADA compliant curb ramps at crosswalks locations where sub-standard or no curb ramps presently exist. The latter shall be located in the field as directed by the Engineer.

Payment for this work shall be made at the contract unit price bid per **SQUARE FOOT** for **"Curb Ramp, As Per Plan"**, accepted in place which price shall constitute full compensation for furnishing of all materials, excavation, sub-base compaction and material, and for all labor, equipment, tools and incidentals necessary to complete the work. Lawn restoration shall be as stated under the Non-Pay items contained herein. **Removal and replacement of concrete sidewalk necessary to complete this work will be measured and paid for separately under the respective 202 and 608 items herein for walk removal and walk construction.**

ITEM 202 – CURB REMOVED, AS PER PLAN

ITEM 609 - CURB, TYPE 6, AS PER PLAN

These items of work shall be in accordance with ODOT Items 609 and 202 and as specifically amended herein.

This work shall consist of the removal and replacement of all curbs between drive aprons. No curbing shall be removed at any driveway/apron. New curbs shall be vertically tapered to meet drive apron elevations. The vertical taper shall be accomplished in a minimum of three (3) feet.

All required saw cutting will be incidental and no further payment shall be made.

Existing underdrain shall be removed and replaced only if found broken in the trench during curb construction at no additional cost. This work shall be considered incidental to the curb

items of work.

Proposed curb shall be in accordance with ODOT Type 6 curb. Concrete shall be Class QC MS, fiber reinforced.

Concrete curbs shall be replaced after the intermediate course has been placed. On White Road, the curbs shall be replaced prior to the Hot-In-Place recycling.

Payment for these items shall be made at the unit prices bid per respective item, accepted in place, which price shall constitute full compensation for furnishing, handling and placing all material, including joint materials, for restoration of the area including landscaping, underdrain replacement if necessary, and for all labor, equipment, tools and incidentals necessary to complete the work.

ITEM 611 - CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN

ITEM 611 - MANHOLE ADJUSTED TO GRADE, AS PER PLAN

ITEM 623 – MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN

ITEM 638 – VALVE BOX ADJUSTED TO GRADE, AS PER PLAN

This work shall consist of adjusting to the new grade any manhole rim, catch basin, water valve box, monument box, or similar structure in accordance with Item 611 in the ODOT Specifications, except as specifically amended herein. The Contractor shall carefully remove any manhole rim, valve box, monument box, etc., and reset same to the new grade by the addition of bricks, mortar, or concrete. If it is necessary to remove any concrete to perform this operation, sawed joints and/or removal to the nearest joint will be required as directed by the Engineer. No concrete block will be permitted. Riser rings will not be permitted.

If the casting to be adjusted to grade is deteriorated, it shall be replaced under Item Special-Miscellaneous Metals.

Payment for this work shall be made at the unit price bid per **EACH** for the type of structure adjusted to grade, which price shall constitute full compensation for furnishing, handling, mixing, and placing all materials, for removing and replacing all concrete as directed by the Engineer; and for all labor, equipment, tools, and incidentals necessary to complete the work.

ITEM SPECIAL - MISCELLANEOUS METALS

This work shall consist of furnishing new castings, or parts of castings, where an existing casting is damaged and cannot be salvaged, as determined by the Engineer.

It shall be the Contractor's responsibility to provide the castings of the required type, size and strength to meet the requirements of Items 611 and 711 in the ODOT Specifications or the Specifications of the Cleveland Department of Public Utilities.

The Contractor is cautioned to use extreme care when adjusting existing castings to grade. Any casting damaged by the Contractor's negligent operations, as determined by the Engineer, shall be replaced with the proper new casting by the Contractor, at no expense to the City.

Payment for this work will be made at the unit price bid per **POUND** for **“Miscellaneous Metals”** which price shall constitute full compensation for furnishing, handling and placing all materials, the removal and disposal of the existing casting or parts of a casting and for all labor, equipment, tools and incidentals necessary to complete the work.

A quantity for **“Miscellaneous Metal”** is included in the Bid Form for bidding purposes only. Replacement castings shall not be ordered unless authorized by the Engineer. Existing castings that are replaced shall be salvaged and returned to the University Heights Service Director, Jeff Pokorny, 216-932-7800.

ITEM 614 – MAINTAINING TRAFFIC, AS PER PLAN

The Contractor shall maintain safe and satisfactory traffic at all times in accordance with Item 614 in the latest ODOT Specifications. Access to abutting properties shall be maintained at all times. The Contractor shall not block any drive or road without prior permission of the Chief of Police. If permission is granted to block local access, the Contractor shall notify in writing, all property owners affected well in advance (minimum of three (3) days prior) so as to minimize any inconveniences.

The contractor shall submit a plan to the engineer for review and approval prior to the commencement of any work.

When working on main thoroughfares, the Contractor shall take special precautions to maintain safe and satisfactory traffic at all times. Adequate advanced warning signs in accordance with Item 614 shall be erected. All work on main thoroughfares shall be completed and the roadway back to normal traffic conditions at the end of each work day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is in place.

Payment for this item shall be made at the **LUMP SUM** price bid for **"Maintaining Traffic"**, which price shall include full compensation for furnishing, handling, and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 832 – EROSION CONTROL – BASIN INLET PROTECTION

All soil erosion and sediment control measures as specified herein, or directed by the engineer, shall be in place prior to any excavation, grading or filling operations, and installation of proposed structures, utilities or pavement. The control measures shall remain in place until construction is complete and the area is stabilized, as accepted by the engineer.

The contractor shall place inlet protection on all existing catch basins within the work limits. Refer to the Ohio Rainwater and Land Development Manual, Chapter 6 for details.

Payment will be made on a per each basis for the number of devices installed.

ITEM 875 – LONGITUDINAL JOINT ADHESIVE

Work shall be in accordance with SS875 except as modified herein:

Product shall be Crafcro Inc. Pavement Joint Adhesive or an approved equal, as determined by the engineer.

Payment will be made based upon the number of Pounds of material installed.

ITEM 423 – CRACK SEALING, TYPE 3 – GREEN ROAD

This work shall consist of preparing and sealing pavement cracks. All work shall be in accordance with ODOT CMS Item 423 and as amended herein.

The crack filling material shall be in accordance with ODOT CMS 702.17C for Type III crack sealant with polypropylene fibers. Material shall be installed in accordance with the manufacturer's recommendations.

Payment for this work will be made at the unit price bid per **Pound** for **“Crack Sealing, Type 3”**, which price shall constitute full compensation for furnishing, handling and placing all materials, and for all labor, equipment, tools and incidentals necessary to complete the work. The price of material and labor shall be bid separately.

The total amount for this item is fixed on the bid form. The bidder shall provide a proposed quantity for this amount of work as well as unit prices for labor and material costs.

ITEM SPECIAL - CONTINGENCY ALLOWANCE

This item shall be used by the Engineer for items that are unforeseen during the course of this work and shall only be used when directed by the Engineer. The Contractor shall add the total shown in the Bid Form to their bid.

ITEM 251 – PARTIAL DEPTH PAVEMENT REPAIRS – 2” PATCHING

The intent of this item to grind and pave asphalt patches on the University Heights portion of Green Road. The patches will be a minimum of 10 feet long and 12 feet wide. The contractor will only grind areas that can be resurfaced the same day.

Maintenance of Traffic will be in accordance with OMUTCD and as approved by the Chief of Police. No separate payment will be made for MOT, but its cost will be included in the cost of the patch.

Contractor shall remove an average thickness of 2” and resurface with 2” of an ODOT heavy duty mix, including the proper preparation of the base, applying trackless tack coat, placing and compacting asphalt in accordance with ODOT standards and the installation of joint sealant on the finished surface.

The patches must be paved as smooth as possible. All bumpy surfaces will be diamond milled to achieve proper smoothness.

No work on Green Road will be permitted on Fridays or Saturdays and on any Jewish Holidays.

Payment for this item of work will be at the unit price bid per **Square Yard**. The square yard

price must be broken down between material and labor costs since the County Engineer will be reimbursing for material costs on this item. The square yard price bid shall include all labor, materials, equipment, Maintenance of Traffic, and incidentals required to complete the item as specified above.

The total amount for this item is fixed on the bid form. The bidder shall provide a proposed quantity for this amount of work as well as unit prices for labor and material costs.

ITEM 822 – HOT-IN-PLACE RECYCLING, SURFACE COURSE, AS PER PLAN
ITEM SPECIAL – ASPHALT REJUVENATING AGENT

The intent of this item of work is to perform Hot-In-Place asphalt pavement surface recycling, two (2) inches thick, on White Road.

All pavement repairs, casting adjustments, and curb replacement shall be completed prior to beginning the recycling process.

General

This work shall consist of hot in-place recycling (HIR) of the top 2 inches of an asphalt concrete pavement in accordance with these specifications and details shown on the plan or established by the Engineer. HIR involves heating the existing pavement, collecting the material together, adding new material, mixing the materials together, and paving the recycled mix in a continuous process. This course of HIR will be used as an asphalt concrete surface course.

Mix Design and Materials

For each type of existing mix in the pavement surface of the project, testing must be performed on the top 2 inches (50 mm) of mix to determine:

1. the existing gradation.
2. the required rate of application for proper rejuvenation of the existing asphalt binder to meet the specified Penetration.
3. a final mix with a minimum Marshall Stability (AASHTO T 245) of 1800 pounds (8006 N), unless the Design Designation indicates the current year trucks are less than 1500, then the minimum Marshall Stability shall be 1200 pounds (5338 N).

Materials added during the HIR process shall meet the following minimum requirements:

1. Virgin aggregate shall meet or exceed the quality requirements of 703.05.
2. Asphalt rejuvenating agents shall be primarily composed of a petroleum resin base.
3. Asphalt binders, if used, shall meet or exceed the binder requirements of SS 908.
4. Other modifiers, if used, shall be defined in the mix design.

The Engineer shall verify that the mix design and materials meet the above minimum requirements. A minimum of two weeks before the start of production, the Contractor shall provide a copy of the mix design to the Engineer. During production, any changes in the mix design shall also be submitted. These submittals are for the verification of the above minimum requirements.

Quality Control Requirements

A minimum of two weeks before the start of production, the Contractor shall provide a copy of the Materials Quality Control Plan to the Engineer. At a minimum, the Materials Quality Control Plan shall include the following tests on material that has gone through the HIR process, for each production day (or night):

Binder Penetration Value (25C, 100 gram, 5 seconds): A minimum of one test per production day. The Penetration Value of the modified binder shall be between 45 to 65.

Binder Content: A minimum of two tests per production day. The binder content shall be maintained between ± 0.6 percent from the approved mix design.

Gradation: A minimum of two tests per production day. The gradation of the HIR processed material shall be within ± 8 percent of the approved mix design on the amount passing the No. 4 (4.75 mm) sieve.

Maximum Specific Gravity (MSG): A minimum of two tests per production day. The Contractor shall calculate the average of all the MSG determinations performed each production day and report this average on the Quality Control Report.

Contractor personnel performing these tests shall meet the Level 1 requirements of Supplement 1041.

Results of these tests shall be recorded on a Form TE-199 and be submitted to the Engineer on the workday following the production day of the material represented by the report. If the results of any of the above tests are not met for more than two consecutive production days, production shall cease until the problem is identified and corrected. If necessary, a new mix design showing the requirements of 822.02 are met will be submitted prior to restarting production.

Equipment

Equipment used for HIR shall be self-contained, self-propelled units designed for this purpose and capable of a continuous in-place operation. Heating units shall be designed as to minimize the damage to the asphalt binder. A single steel drum roller shall be used to minimize over-compaction of the heated and newly recycled material.

Weather Limitations

Requirements of 401.06 shall be met, except the minimum surface temperature shall be 50F (10C) and minimum air temperature shall be 40F (5C).

Construction

Surface preparation shall include the following:

1. Partial depth and full depth pavement repairs, as determined by the Engineer, shall be completed prior to HIR.
2. Curb removal and replacement shall be completed prior to HIR.
3. Casting adjustments to grade shall be completed prior to HIR.

The Contractor shall notify the Engineer a minimum of 24 hours prior to HIR. The existing pavement shall be heated to allow for loosening of material without excessive fracturing of the

aggregate and recycled in-place to an average depth of 2 inches (50 mm) measured behind the screed, with no depth measurement less than 1.5 inches (37.5 mm). The temperature of the recycled mix behind the screed shall not exceed 325F (163C).

Density

The recycled pavement, after compaction, shall have a density of 92 to 96 percent of maximum theoretical density.

Surface Tolerances

The surface shall meet the requirements of 401.19 and have a uniform and consistent surface texture with no segregation or excessive binder.

Opening to Traffic

Traffic shall not be allowed on the compacted pavement until it has cooled sufficiently to prevent dislodging of the aggregate. Any areas which are damaged by traffic during operations shall be repaired at no additional cost to the Owner, as directed by the Engineer.

Method of Measurement

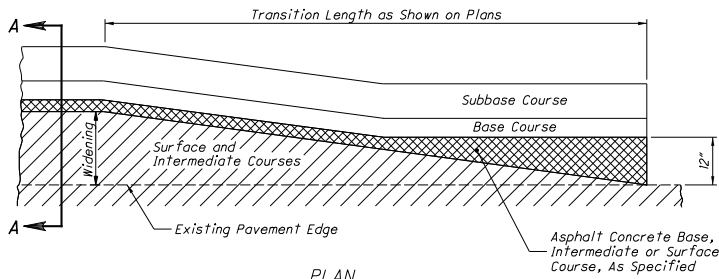
HIR will be paid for by the number of square yards (square meters) completed and accepted. Asphalt rejuvenating agent will be paid on a per Gallon basis.

Basis of Payment

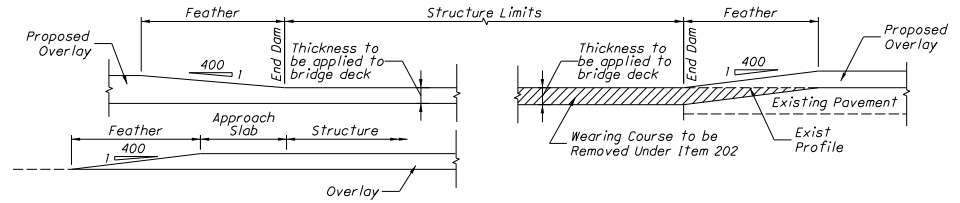
Payment for accepted quantities, completed in place, will be made at the contract price bid for:

Item 822 – Hot-In-Place Recycling, Surface Course, As Per Plan (Square Yards)

Item Special – Asphalt Rejuvenating Agent (Gallon)

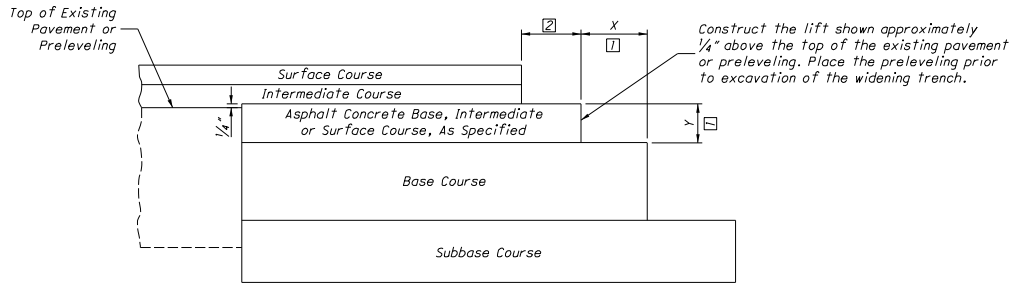


PLAN
MERGING EDGE OF PAVEMENT WIDENING WITH EDGE OF EXISTING PAVEMENT

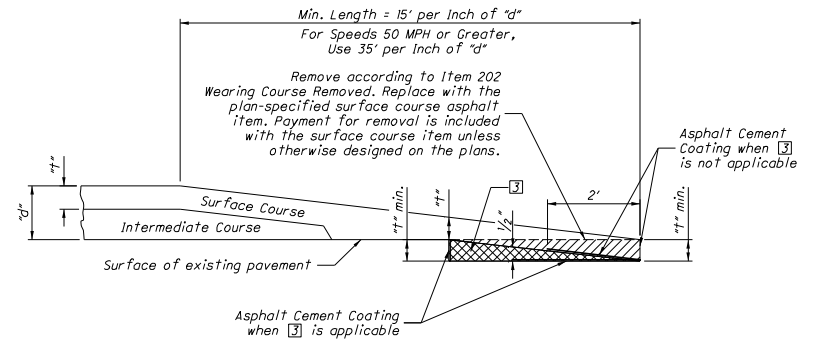


Details assume non-settled approach slabs. Smoothing of the profile for Settlement is required per plan grades or as directed by the Engineer.

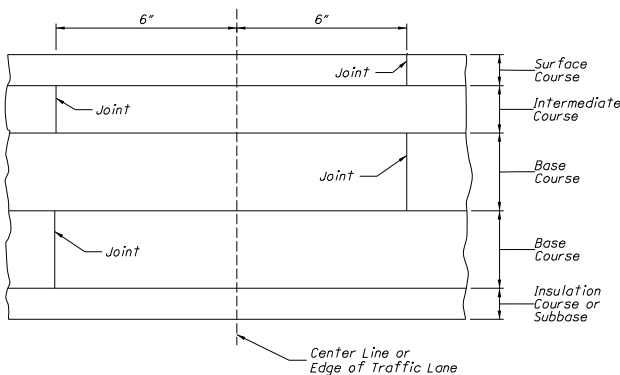
FEATHERING AT STRUCTURES



SECTION A-A
COURSE DETAIL FOR WIDENING



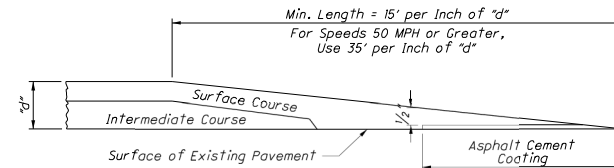
BUTT JOINT TYPE



Lapping Longitudinal Joints

LEGEND

- 1 The extended width (X) of a base or subbase lift shall be equal to the depth (Y) of the overlying lift or 6", whichever is greater, or as shown on the plans.
- 2 The extended width shall be equal to the combined thickness of the surface and intermediate courses, or 4", whichever is greater.
- 3 Permissible removal and replacement

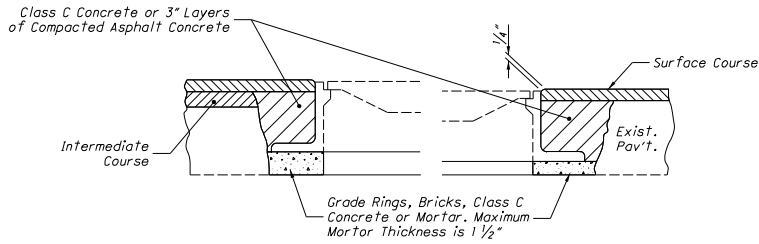


TAPER EDGE TYPE

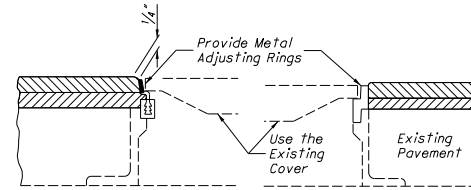
NOTE: Butt joint is required unless the taper edge is specified in the plans or approved by the Engineer.

PLACING FEATHERED AREAS

Values for "t" and "d" are obtained from the plan.



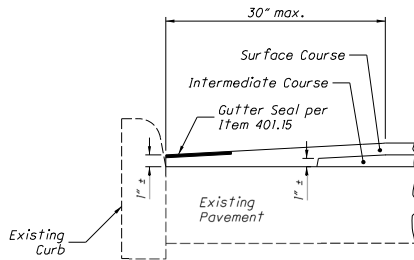
USING CONCRETE OR MORTAR



USING METAL ADJUSTING RINGS

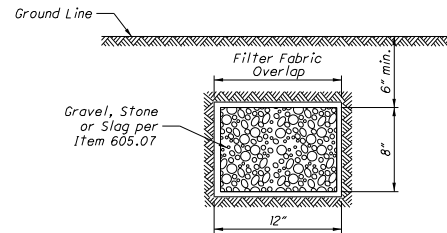
Metal adjusting rings shall:
 (a) Attach securely to the existing frame by welding or mechanical devices;
 (b) Consist either of cast metal having an integral rim and seat, or be fabricated metal with a sturdy connection between the seat and rim; and
 (c) Provide an even seat for the manhole cover.
 In addition, the adjusting ring type shall be a design acceptable to the local governmental agency responsible for street and sewer maintenance. Any installation unacceptable to the Engineer shall be replaced by the Contractor at his expense.

MANHOLES ADJUSTED TO GRADE



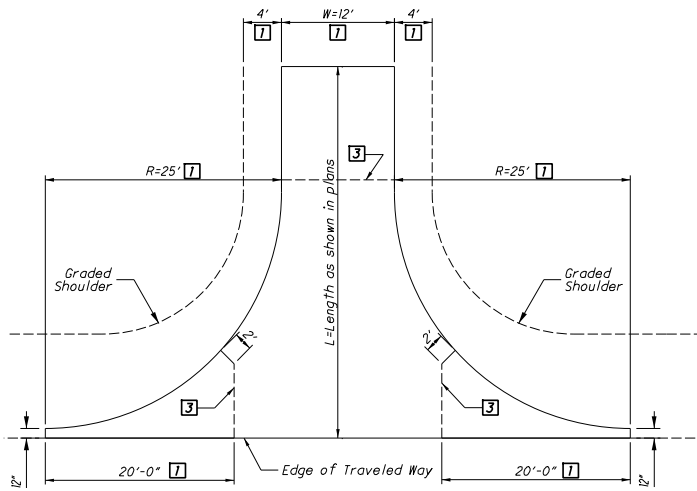
Special care shall be taken during construction to obtain maximum compaction of asphalt concrete in gutters.

GUTTER FINISH

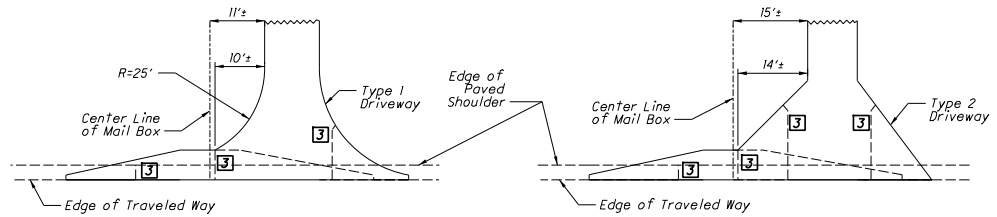


Aggregate drains to be placed where and as directed by Engineer. Provide Filter Fabric when specified as a separate pay item.

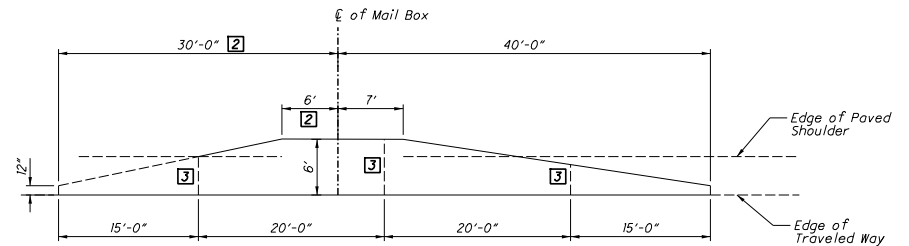
AGGREGATE DRAIN



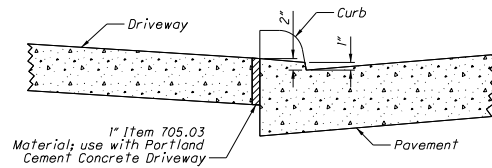
TYPE 1 DRIVEWAY



COMBINED DRIVEWAY & MAIL BOX APPROACH

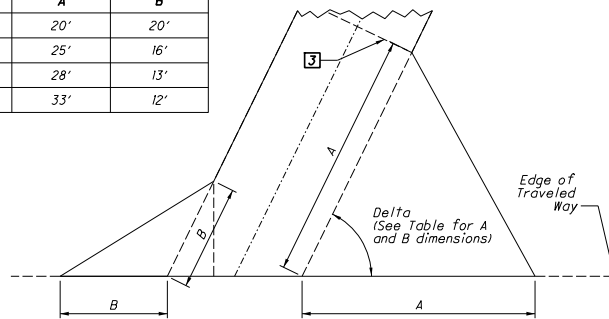


TYPICAL MAIL BOX APPROACH



DROP CURB DETAILS AT DRIVEWAYS

Delta	A	B
80° to 90°	20'	20'
75° to 85°	25'	16'
65° to 75°	28'	13'
55° to 65°	33'	12'



TYPE 2 SKEWED DRIVEWAY

Transition from Standard Curb Section to Drop Curb Section to be made in 18" distance from Driveway

NOTES

GENERAL: The design details shown here shall govern the construction of driveways unless otherwise shown in the project plans.

The pavement type and thickness shall be specified in the project plans.

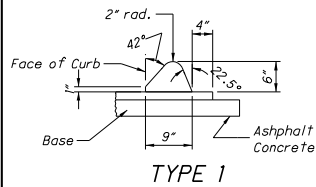
Driveway and mail box approaches shall be combined when feasible.

JOINTS: Impressed joints for portland cement concrete driveways shall be 1/4" minimum width by 3" depth and shall be sealed with Item 705.04 or ASTM D 1850.

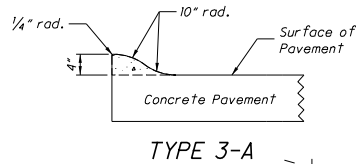
In addition to the joints shown here, impressed joints without tie bars shall be placed in portland cement concrete driveways at intervals not to exceed 17' in the portion of the driveway beyond the flare.

LEGEND

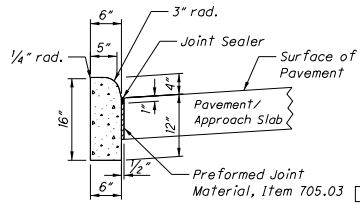
- 1 Unless otherwise shown in the plans.
- 2 Add 3' for each additional Mail Box
- 3 Impressed joint without Tie Bars for Portland Cement Surface



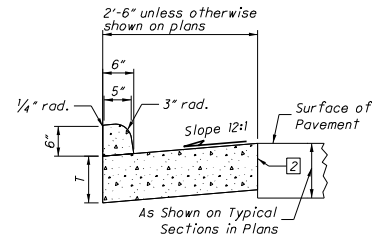
TYPE 1



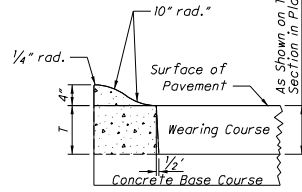
TYPE 3-A



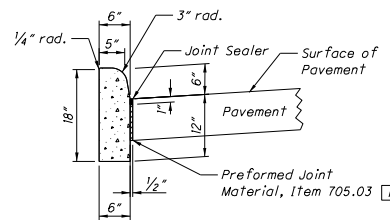
TYPE 4-C



TYPE 2



TYPE 3-B



TYPE 6

NOTES

GENERAL: This drawing shows alternate types of curb that may be used on various types of pavement. The typical section of the project shows the type to be used, also the thickness of the edge of the pavement or the edge of the curb and gutter section.

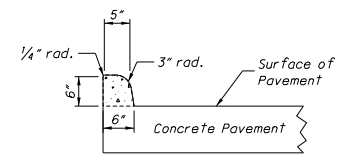
JOINTS: 1" expansion joints shall extend up to the top of the curb and shall be constructed in the curb and gutter section in such a manner that the joint seal will extend the full width of the gutter and into the curb face a sufficient distance to seal the joint to an elevation of a least 2" above the flow line of the gutter. Dowel bars shall be used in the curb and gutter section at expansion joints and to the surface of the pavement.

Transverse expansion joint material shall meet the requirements of Item 705.03.

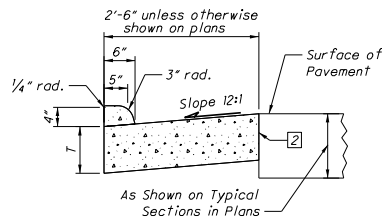
GUTTER PLATE THICKNESS: Thickness of gutter plate "T" shall be 9" unless otherwise shown on the plans.

TOLERANCES: Dimensional tolerances are as follows:

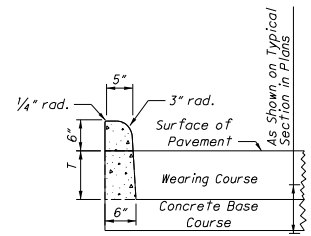
- Curbs: $\pm 1/32"$ to $\pm 1/4"$.
- Gutters: 0 to $\pm 1/2"$.



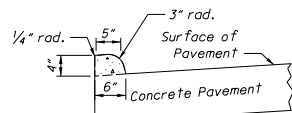
TYPE 2-A



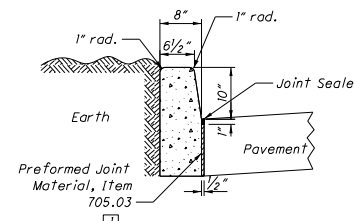
TYPE 4



TYPE 2-B



TYPE 4-A

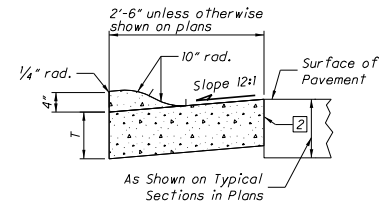


TYPE 7

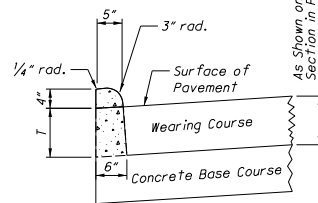
1 Expansion joint material and joint sealer are not required for the portion of the curb that is adjacent to a flexible pavement type. Both materials are required, as detailed, for the full height of rigid pavement and concrete bases.

2 Butt joints shall be provided between combined curb-and-gutter and new or existing rigid pavements, with tie bars or hook bolts provided at intervals of 5'. See SCD BP-2.1 for details of tie bars and hook bolts.

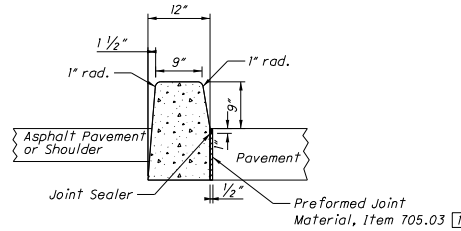
If the combined curb-and-gutter adjoins a new rigid base or an existing rigid base or pavement that is to be surfaced with bituminous material, a butt joint shall also be provided. However, tie bars or hook bolts shall be omitted when the vertical overlap (1" in detail below) between the curb-and-gutter and rigid pavement is less than 7".



TYPE 3

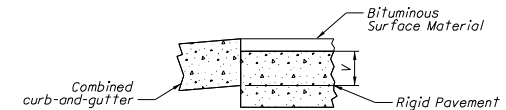


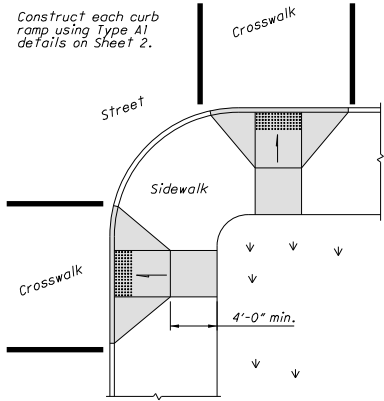
TYPE 4-B



TYPE 8

LEGEND

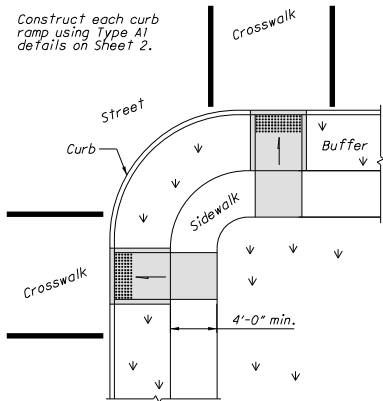




Construct each curb ramp using Type A1 details on Sheet 2.

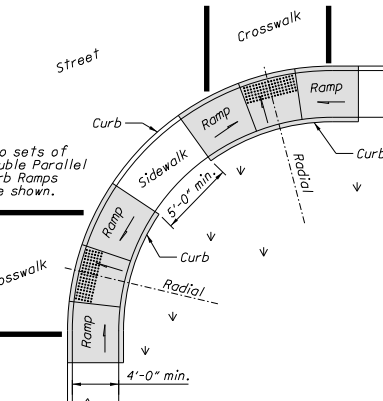
Use curb ramps with flared sides at locations with wide sidewalks.

PERPENDICULAR CURB RAMPS



Construct each curb ramp using Type A1 details on Sheet 2.

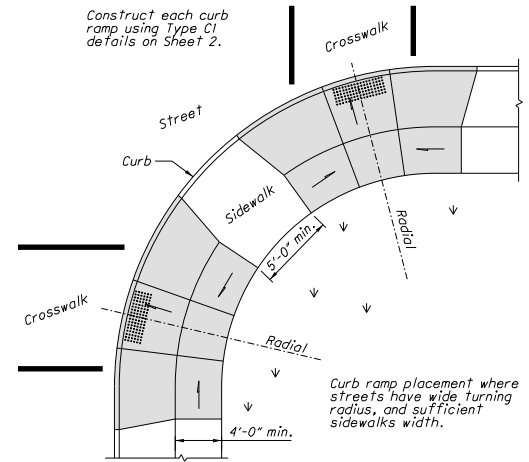
Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.



Two sets of Double Parallel Curb Ramps are shown.

Place on streets having wide turning radius and where sidewalks are narrow.

PARALLEL CURB RAMPS

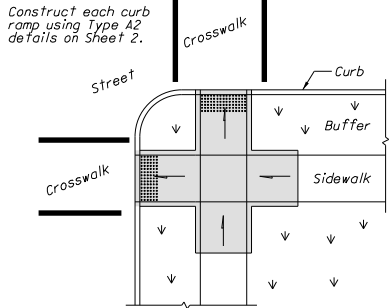


Construct each curb ramp using Type C1 details on Sheet 2.

Curb ramp placement where streets have wide turning radius, and sufficient sidewalks width.

COMBINATION CURB RAMPS

PREFERRED CONSTRUCTION PLACEMENT



Construct each curb ramp using Type A2 details on Sheet 2.

NOTES

GENERAL: This drawing shows curb ramp types details and placement examples for curb ramp construction, including the installation of detectable warnings.

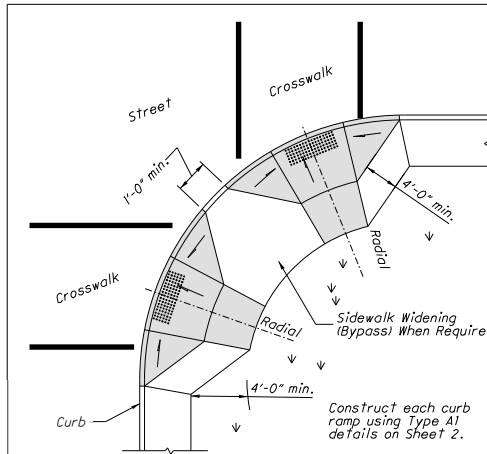
Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types as specified to be constructed in the locations shown on the project plans.

Curb ramps added to an existing intersection or walk should be individually detailed on the project plans to assure that the design is appropriate for site constraints and all items can be constructed to ADA standards. The contractor may adjust the placement of curb ramps if existing field conditions warrant with the approval of the Engineer.

PAYMENT: Measure and pay for the ramp area within the shaded limits of this drawing as Item 608 Curb Ramp, Square Foot. This includes the cost of any curb or curb and gutter, detectable warnings, landing areas and any additional materials, installation, grading, forming, and finishing required within the shaded area.

Work beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

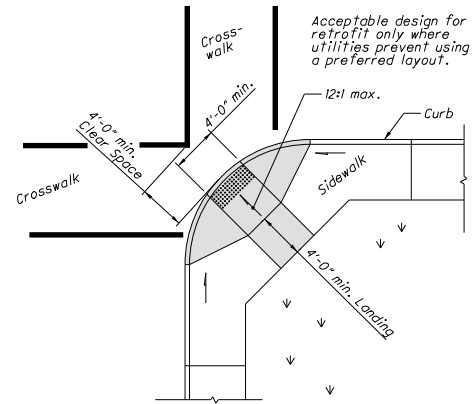
For at-grade crossing locations where only detectable warnings are required in order to achieve ADA compliance, measure and pay for the strip of detectable warnings as Item 608 Detectable Warning, Square Foot. The work to cast the tiles in place will also require removal of existing pavement (Item 202) to the nearest joint, or if no joint exists, a minimum of 4 feet.



Construct each curb ramp using Type A1 details on Sheet 2.

Acceptable design on corners with wide turning radius where user is able to maneuver within crosswalk limits so as not to encroach into adjacent traveled lanes.

PERPENDICULAR RAMPS

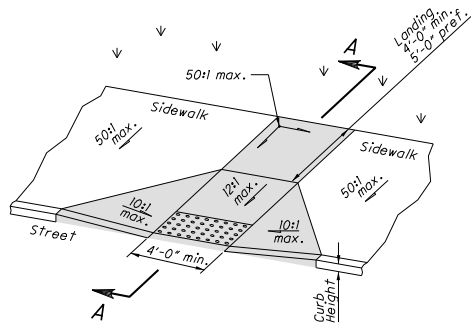


Acceptable design for retrofit only where utilities prevent using a preferred layout.

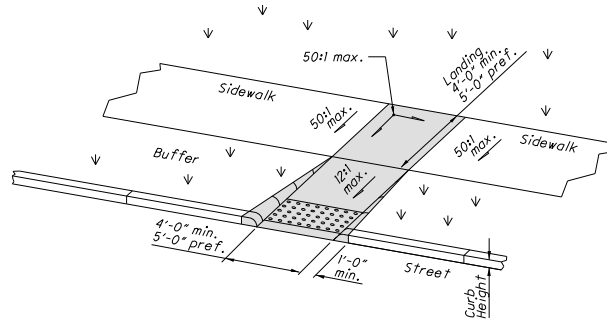
Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal Type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-6".

DIAGONAL RAMP (Type D)

ACCEPTABLE CONSTRUCTION PLACEMENT

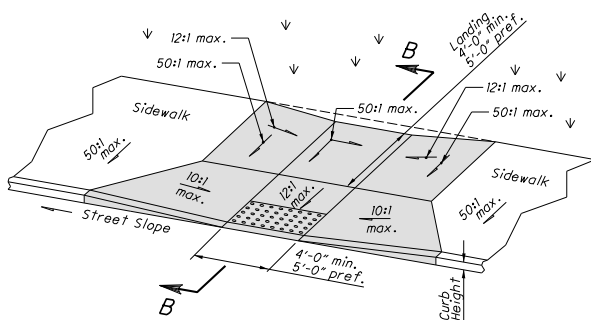


Type A1 (Perpendicular with flared sides)

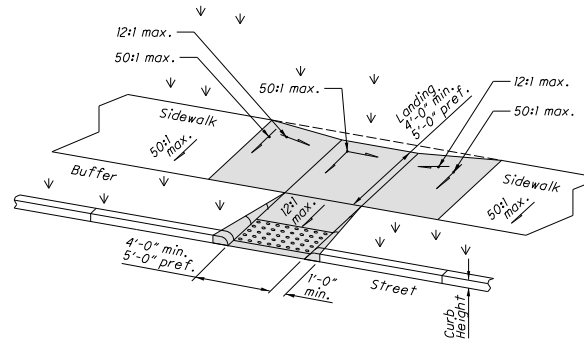


Type A2 (Perpendicular with returned curb)

PERPENDICULAR CURB RAMP DETAILS

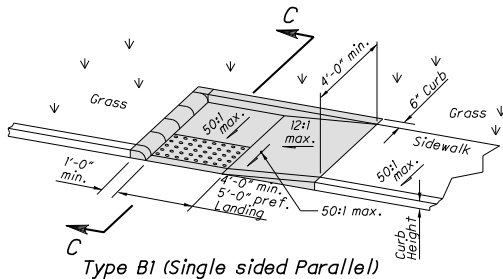


Type C1 (Combined with flared sides)

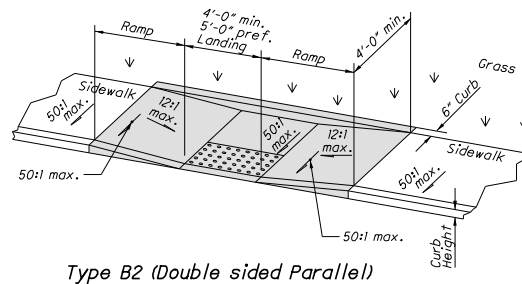


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS

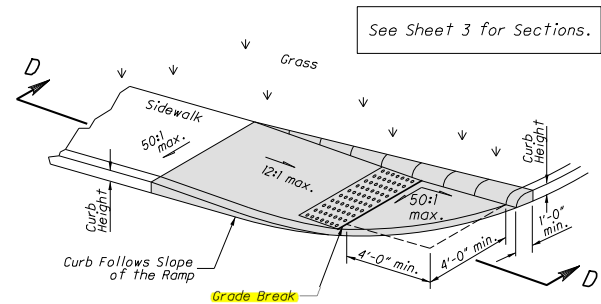


Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)

PARALLEL CURB RAMP DETAILS



Type B3 (Single sided Parallel)

NOTES CONTINUED

The running slope of the ramp is preferred to be 12:1 or flatter. In existing sidewalks, where the maximum ramp slope is not feasible due to site constraints (e.g. utility poles or vaults, right-of-way limits) it may be reduced as follows:

- A) 10:1 for a max. rise of 6",
- B) 8:1 for a max. rise of 3",
- C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinitely, the transition from existing sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the cross walk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transitions shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing.

The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

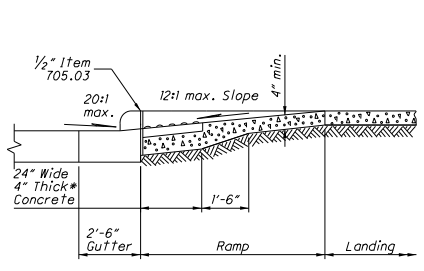
Ramp landings shall be 4' min. x 4' min. with a 50:1 or flatter cross slope and running slope.

DETECTABLE WARNINGS: Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

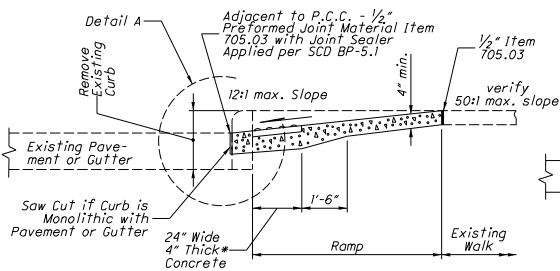
DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding 1/4" between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

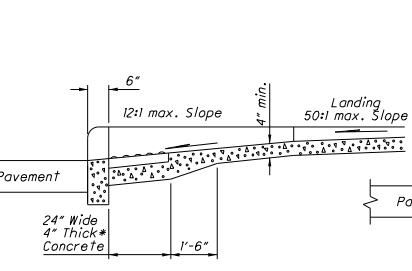
JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" Item 105.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.



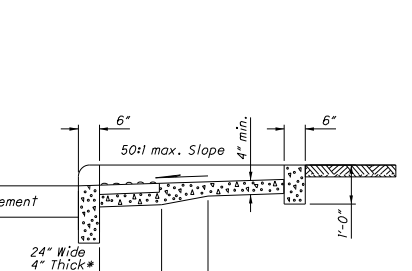
SECTION A-A
NORMAL DETAIL
See Sheet 2.



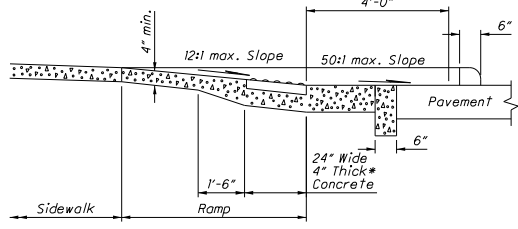
SECTION A-A
EXISTING WALK DETAIL
See Sheet 2.



SECTION B-B
See Sheet 2.

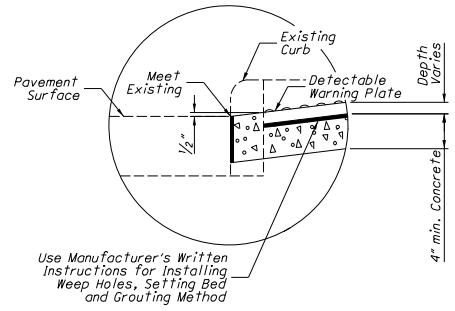


SECTION C-C
See Sheet 2.

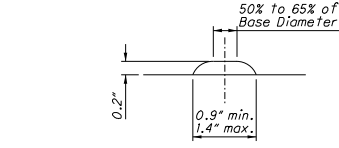


SECTION D-D
See Sheet 2.

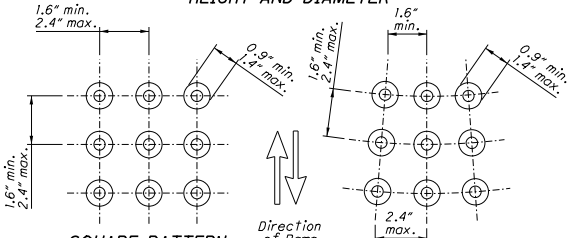
*Where possible, pour ramp area integral with the curb, otherwise use 6" thick walk.



DETAIL A

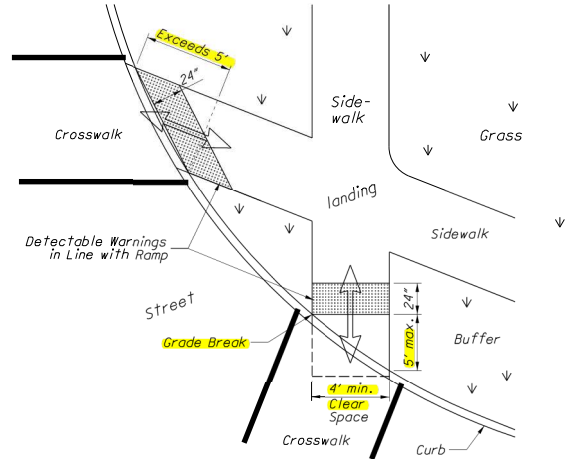


HEIGHT AND DIAMETER

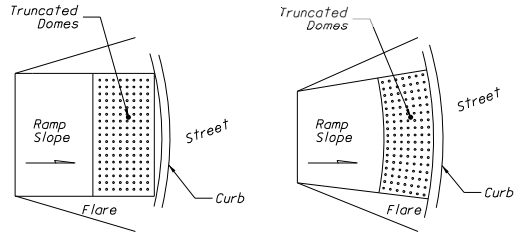


SQUARE PATTERN, PARALLEL ALIGNMENT RADIAL ALIGNMENT

TRUNCATED DOMES DETAILS



DETECTABLE WARNING ALIGNMENT



DOME ALIGNMENT ON RADIUSED CURB

DETECTABLE WARNINGS NOTES

GENERAL: Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

PLACEMENT: Detectable warnings are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24" strip of domes is to be installed for the full width of the ramp or walk. Typical street corner placement locations are shown on Sheet 1.

The depth of concrete underneath detectable warning products shall be a minimum of 4". See DETAIL A.

ALIGNMENT: Truncated domes should be aligned with the primary direction of the ramp as shown on the DETECTABLE WARNING ALIGNMENT Detail. Normally the detectable warnings should be flush with the back of the curb, but for skewed conditions see DETECTABLE WARNING ALIGNMENT Detail. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

PRODUCTS & COLORS: Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Services's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.

CAP DESIGN



DESIGN 1



DESIGN 2



DESIGN 3



DESIGN 4

2" MIN. DIA.
ALUMINUM CAPS
PLAN VIEW



*DESIGN 5

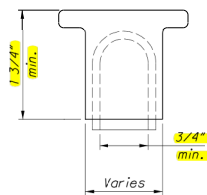
3" MIN. DIA.
ALUMINUM CAP
PLAN VIEW



*DESIGN 6

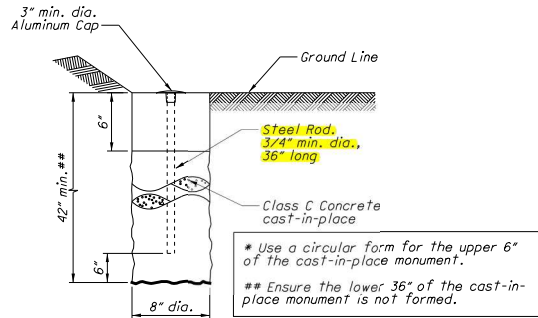
3" MIN. DIA.
ALUMINUM CAP
PLAN VIEW

* Furnish a positional mark after monument is constructed. Ensure positional mark is either a Punch Mark or a Chisled X.

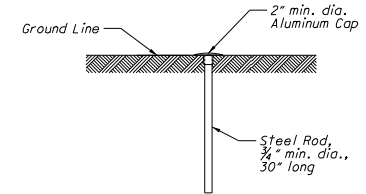


SIDE VIEW OF CAP

MONUMENT TYPE



TYPE A



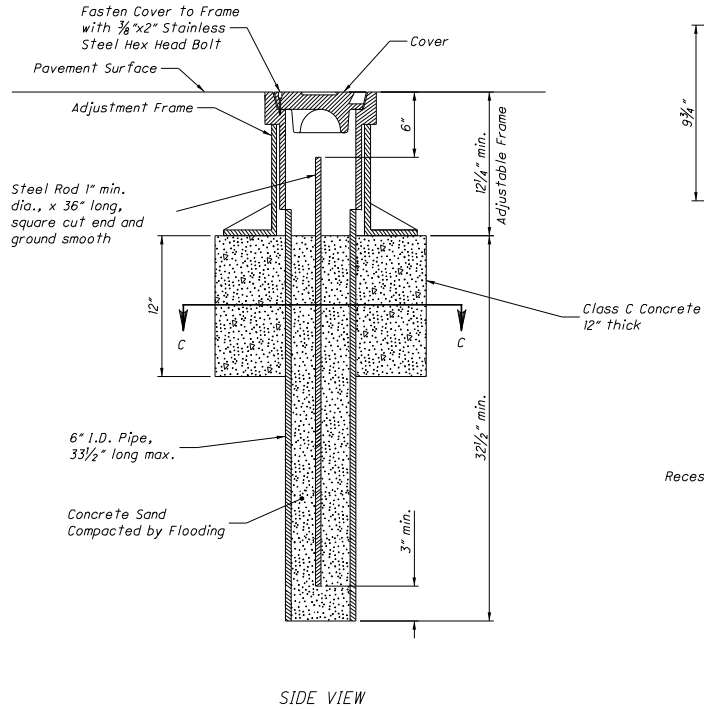
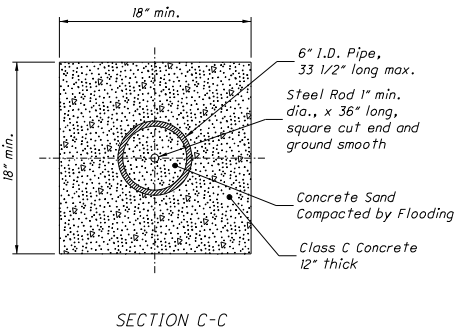
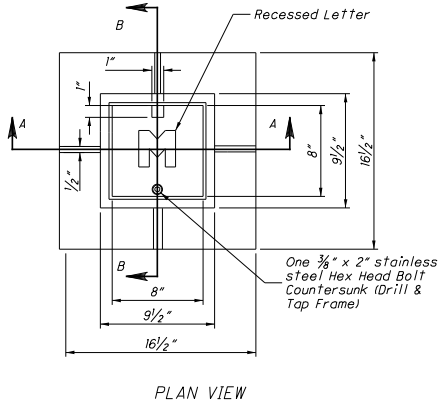
TYPE B

* Use a circular form for the upper 6" of the cast-in-place monument.
** Ensure the lower 36" of the cast-in-place monument is not formed.

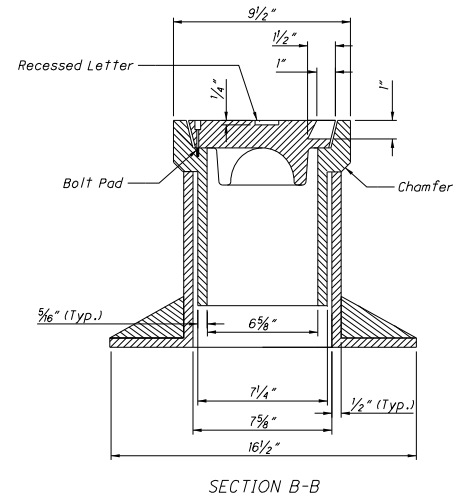
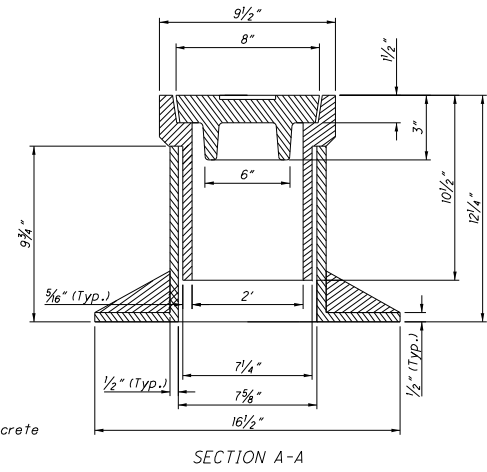
APPLICATION	MONUMENT TYPE	CAP DESIGN	PAY ITEM	DESCRIPTION
Right-of-Way	B	1	623	Right-of-Way Monument
	B	3	623	Right-of-Way Monument
E Parcels & Non-Right-of-Way	B	2	623	Right-of-Way Monument
	B	4	623	Right-of-Way Monument
Set on R/W Centerline	A	5	623	Reference Monument
	C	-	623	Monument Assembly
Offset from R/W Centerline	A	6	623	Reference Monument
	C	-	623	Monument Assembly

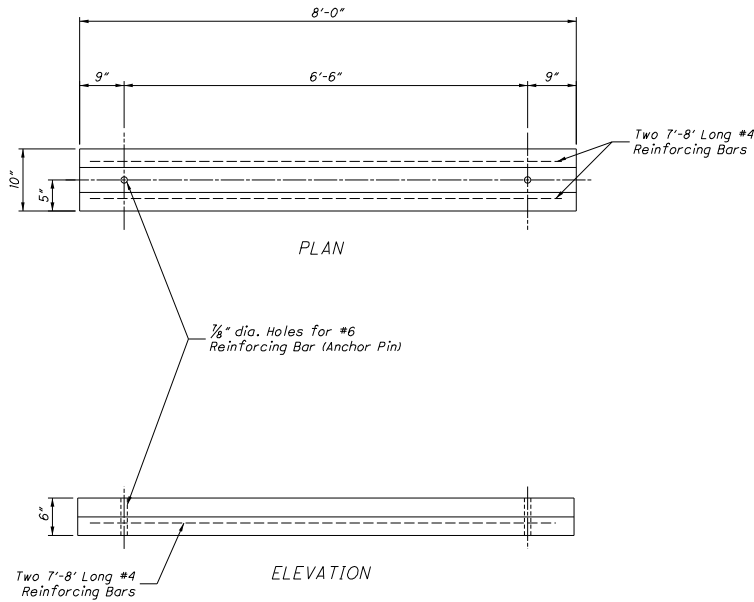
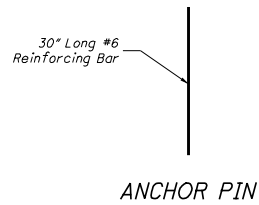
NOTES

- Monument Types A & B are typically set outside pavement areas.
- Monument Type C is typically set in pavement areas.
- Cap Designs 3 and 4 are to be installed when the Right-of-Way Monuments are disturbed, destroyed, and/or damaged by construction activities and are to be reset.
- Right-of-Way Monuments are typically set prior to construction and are expected to be protected during construction unless otherwise specified in the plans.
- During construction the contractor will install the Monument Assemblies and Reference Monuments at locations specified in the Right-of-Way plans.
- All Reference Monuments and Right-of-Way Monuments set and/or reset by the contractor's surveyor will include an aluminum cap according to this drawing.



MONUMENT TYPE C



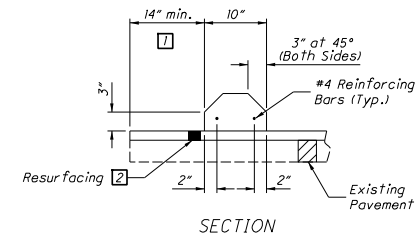


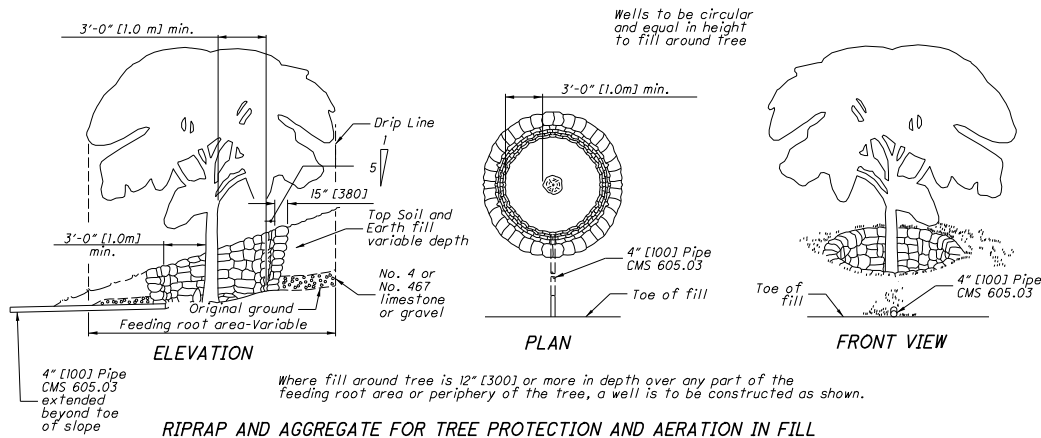
NOTES:

1. All materials used to manufacture the concrete parking block shall be in accordance with **CMS 499-OC-1 or OC-Misc.**
2. The material requirements for the anchor pin shall be in accordance with CMS 509.02.
3. All #4 reinforcing bars shall be epoxy coated as per CMS 509.
4. Reinforcing steel shall be placed 2" clear (min.) from the surface of the concrete.
5. Payment will be made as **Item Special, Concrete Parking Block, Each** and includes reinforcing steel and anchor pins.

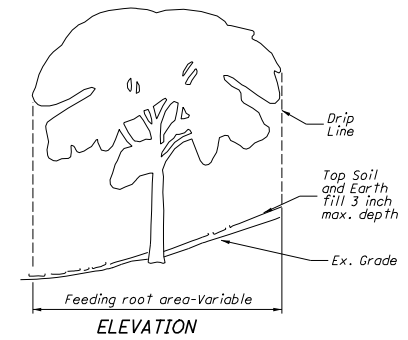
LEGEND

- 1 14" is the normal setback distance from a pavement edge.
- 2 In a remove and reset operation, the block would go on new or resurfaced pavement. However, it may be necessary on some projects to place new blocks on existing pavement

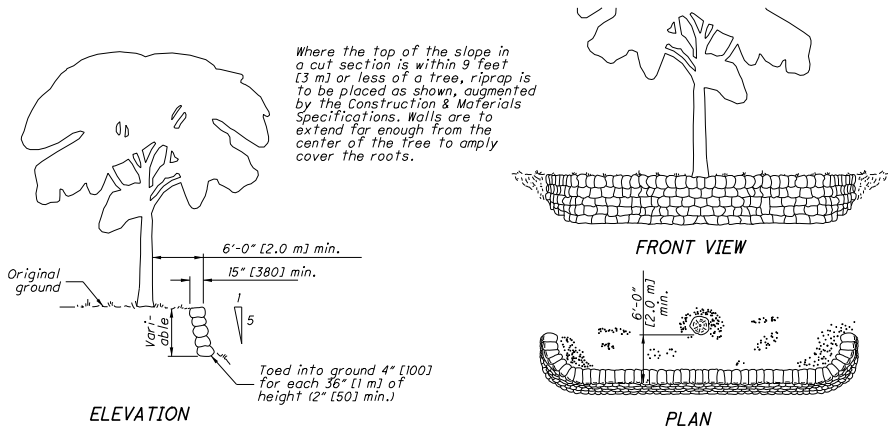




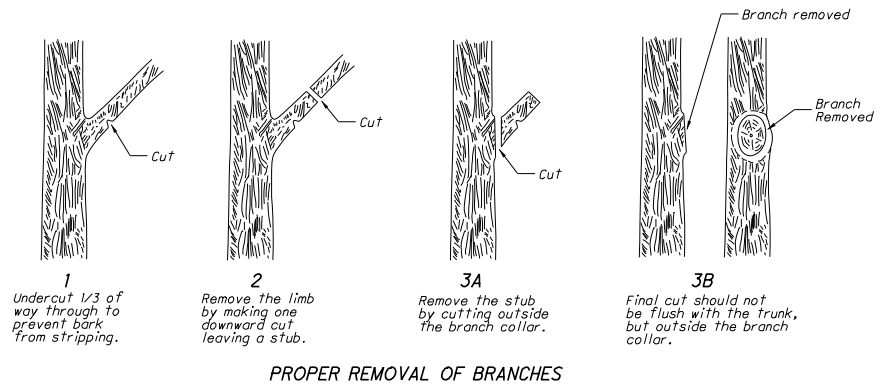
RIPRAP AND AGGREGATE FOR TREE PROTECTION AND AERATION IN FILL



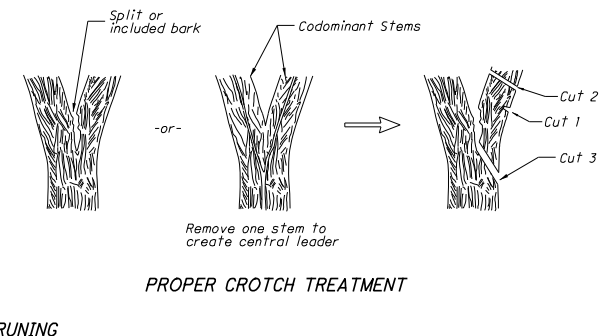
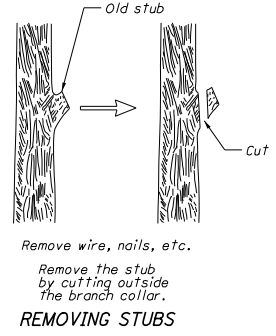
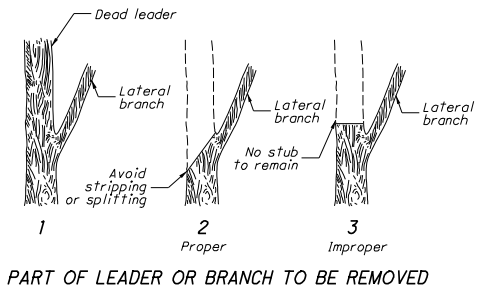
TREE ROOT PROTECTION IN FILL



RIPRAP FOR TREE PROTECTION IN CUT

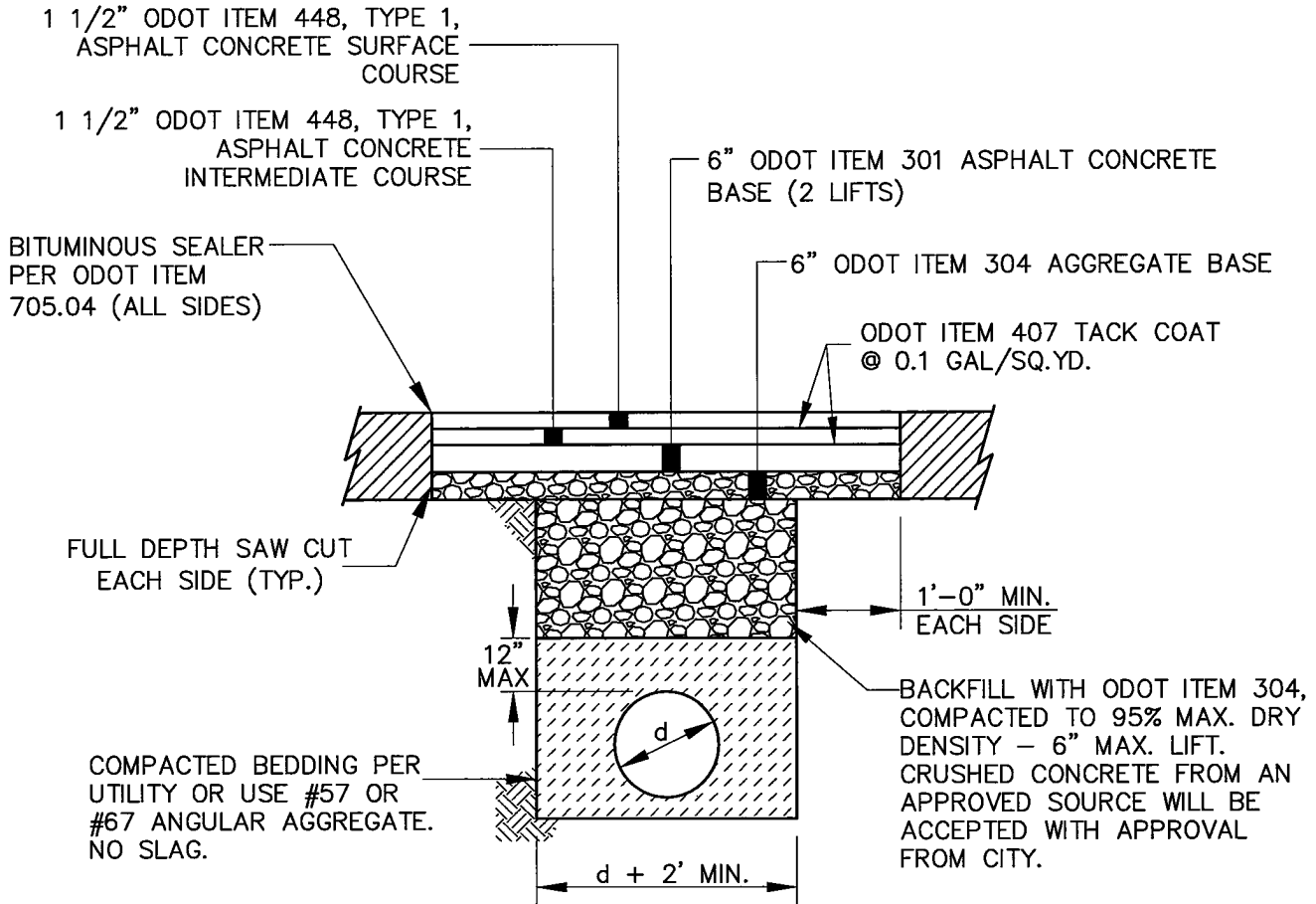


PROPER REMOVAL OF BRANCHES



PRUNING

REVISION DATE	10-15-2010
STATE OF OHIO DEPARTMENT OF TRANSPORTATION ADMINISTRATOR	Dirk B. Gross
ENGINEER	M. Blaine
ALL METRIC DIMENSIONS () IN BRACKETS () ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.	
OFFICE OF ROADWAY ENGINEERING	TREE WELLS AND PRUNING
SCD NUMBER	LA-1.1
THIS DRAWING REPLACES LA-1.1 DATED 7-28-2000.	
	1 / 1



**TYPICAL SECTION FOR REPAIRING TRENCH
ABOVE ASPHALT SURFACE AND ASPHALT
BASE ROADS**

N.T.S

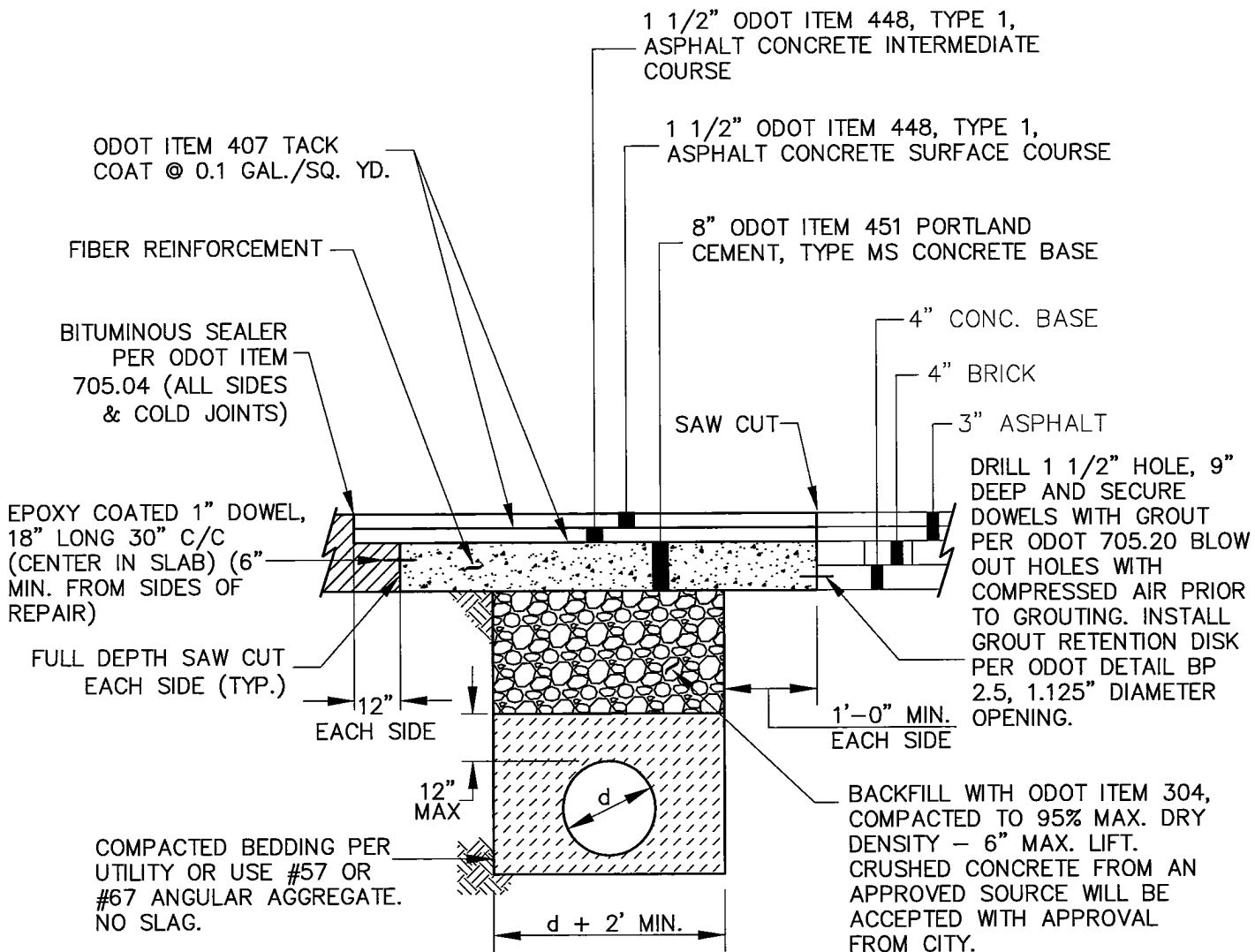
K:\GIS\Cuyahoga\GIS\University Hts\Road Opening Details.dwg 9/27/2010 1:00:53 PM EDT



GPD ASSOCIATES
GLAUS PYLE SCHOMER BURNS & DEHAVEN INC.

UNIVERSITY HEIGHTS
STANDARD DRAWING ROAD 2
REVISION: 8/09/2010

K:\GIS\Cuyahoga\GIS\University Hts\Road Opening Details.dwg 9/27/2010 1:30:53 PM EDT



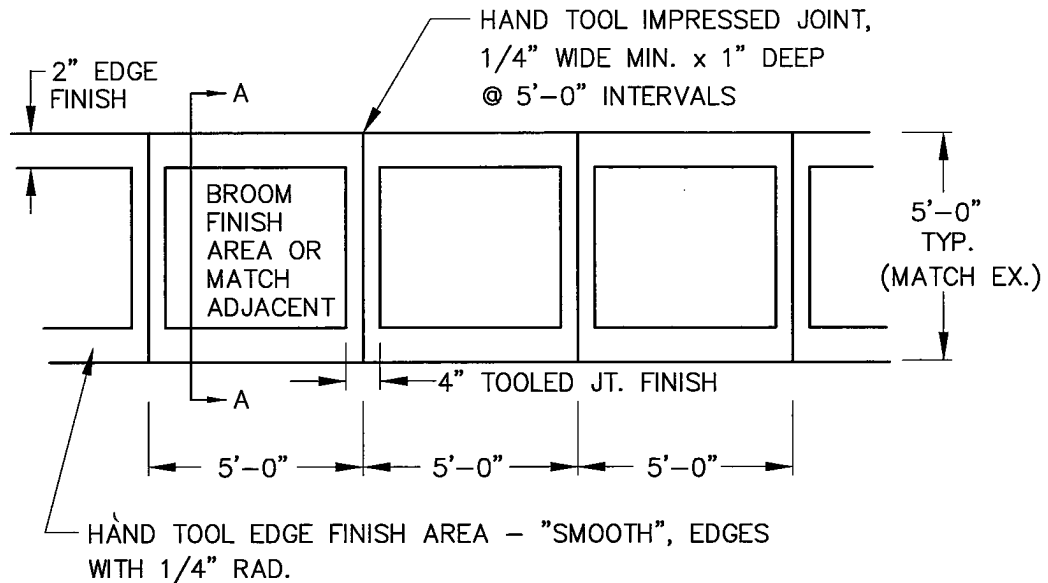
NOTE: IF THE REPAIR IMPACTS AN EXISTING EXPANSION JOINT, THE JOINT MUST BE RE-ESTABLISHED PER THE CUYAHOGA COUNTY ENGINEER'S DETAIL BP-2.5C, JOINT TYPE X.

**TRENCH REPAIR ABOVE ASPHALT SURFACE
OVER CONCRETE BASE ROAD OR
BRICK/CONCRETE BASE ROADS**

N.T.S



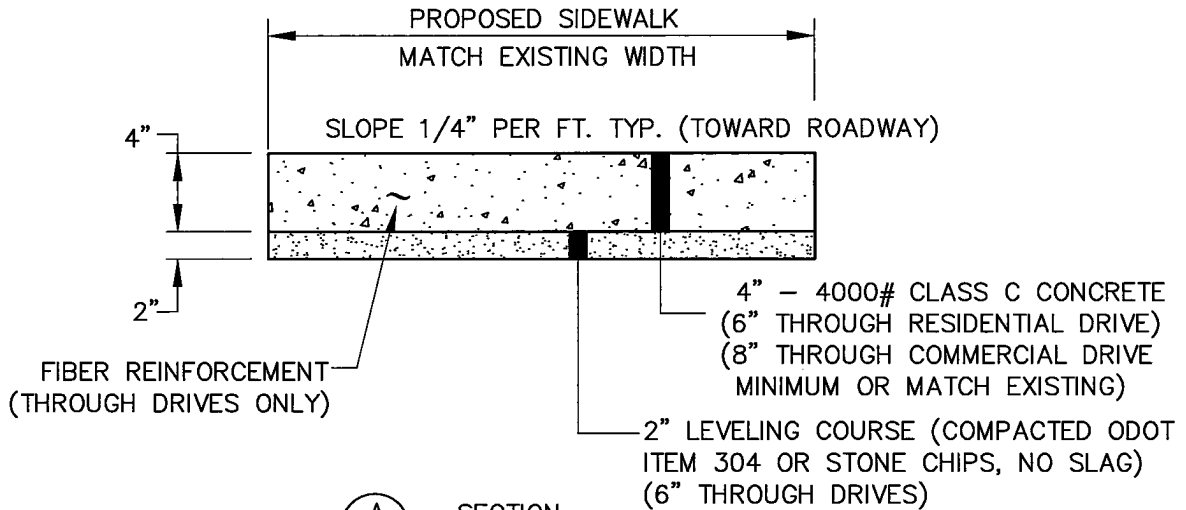
UNIVERSITY HEIGHTS
STANDARD DRAWING ROAD 3
REVISION: 8/09/2010



PLAN VIEW

N.T.S

NOTE: EXPANSION JOINT SHALL BE PLACED AT FIFTY FOOT (50') INTERVALS AND SCORE MARKS SHALL BE AT FIVE FOOT (5') INTERVALS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH O.D.O.T. ITEM 608. EXPANSION MATERIAL SHALL BE 1/4" THICK (MIN) AND CONFIRM TO ODOT 705.03.



(A) SECTION
(A) NOT TO SCALE

CONCRETE SIDEWALK

N.T.S

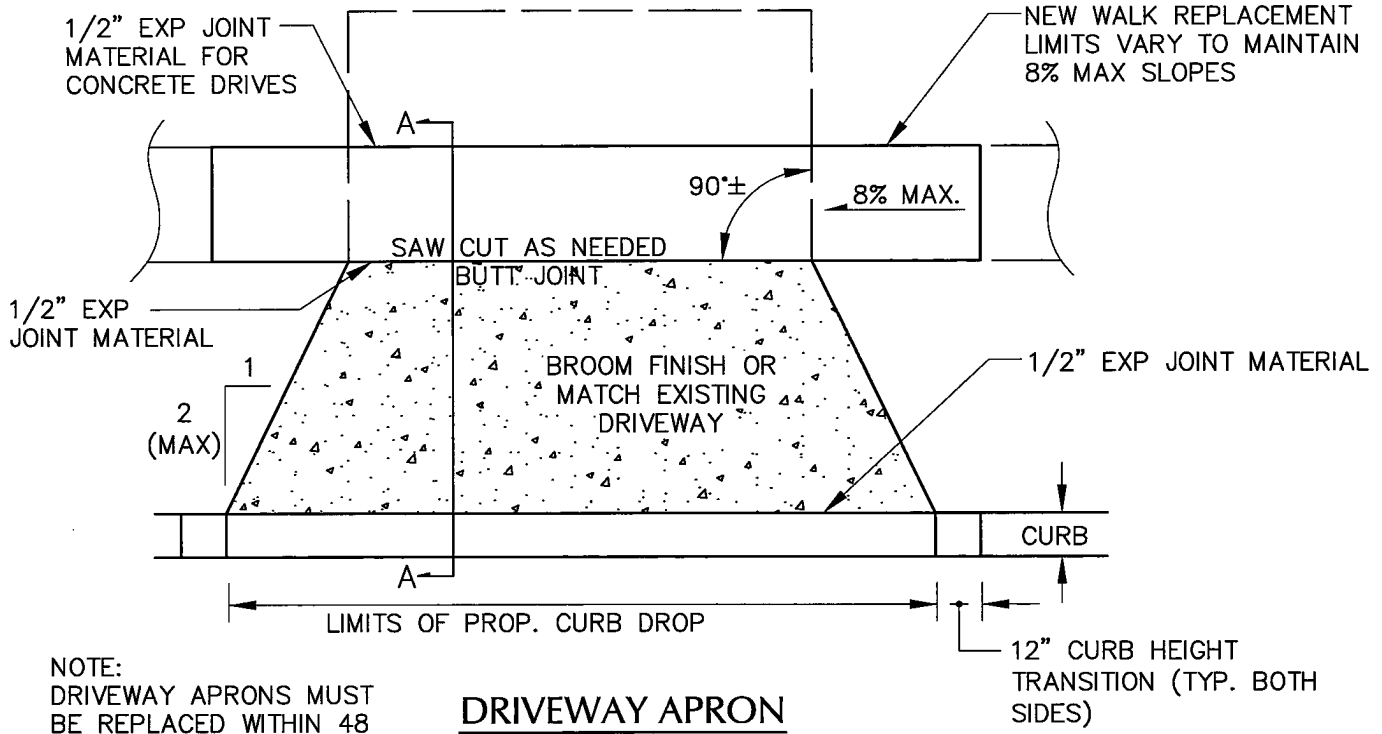
NOTES :

- 1.) SANDSTONE SIDEWALKS SHALL BE REUSED OR REPLACED IN KIND IF DIRECTED BY THE CITY. REPLACEMENT SANDSTONE SHALL BE A MINIMUM OF 3 FEET LONG AND 2-1/2" THICK.
- 2.) SIDEWALK HANDICAP CURB RAMPS SHALL FOLLOW FEDERAL ADA RULES EXCEPT THE BOTTOM OPENING SHALL BE A MINIMUM OF 6 FEET TO ACCOMODATE SIDEWALK SNOW PLOWS.



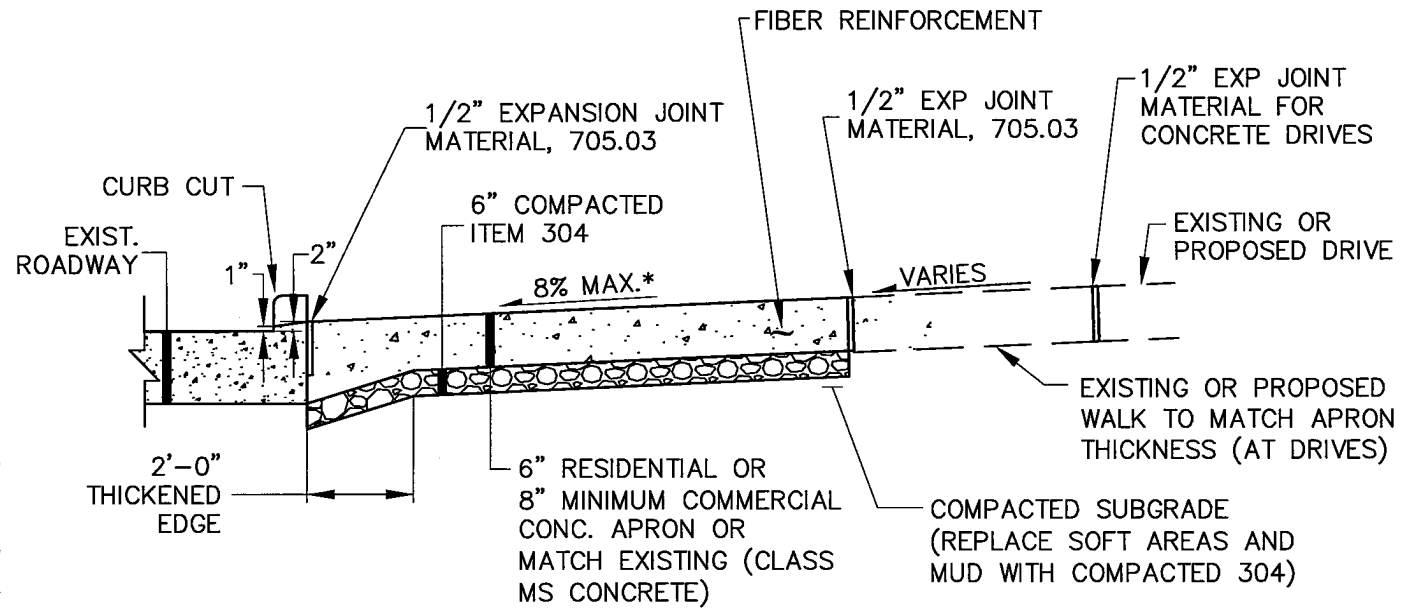
GPD ASSOCIATES
GLAUS PYLE SCHOMER BURNS & DEHAVEN INC.

UNIVERSITY HEIGHTS
STANDARD DRAWING ROAD 4
REVISION: 8/09/2010



NOTE:
DRIVEWAY APRONS MUST
BE REPLACED WITHIN 48
HOURS OF REMOVAL

DRIVEWAY APRON
N.T.S



*SITE PLAN AND DRIVE
SLOPES TO BE
COORDINATED TO MAINTAIN
SLOPES LESS THAN 8%

CURB DROP DETAIL A-A
N.T.S

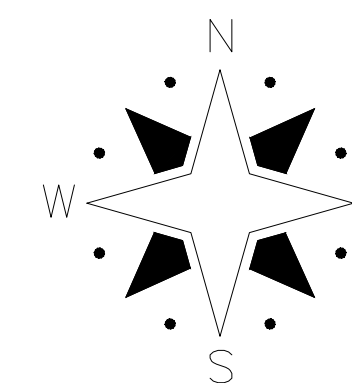
K:\GIS\Cuyahoga\GIS\University Hts\Road Opening Details.dwg 9/27/2010 13053 PM EDT



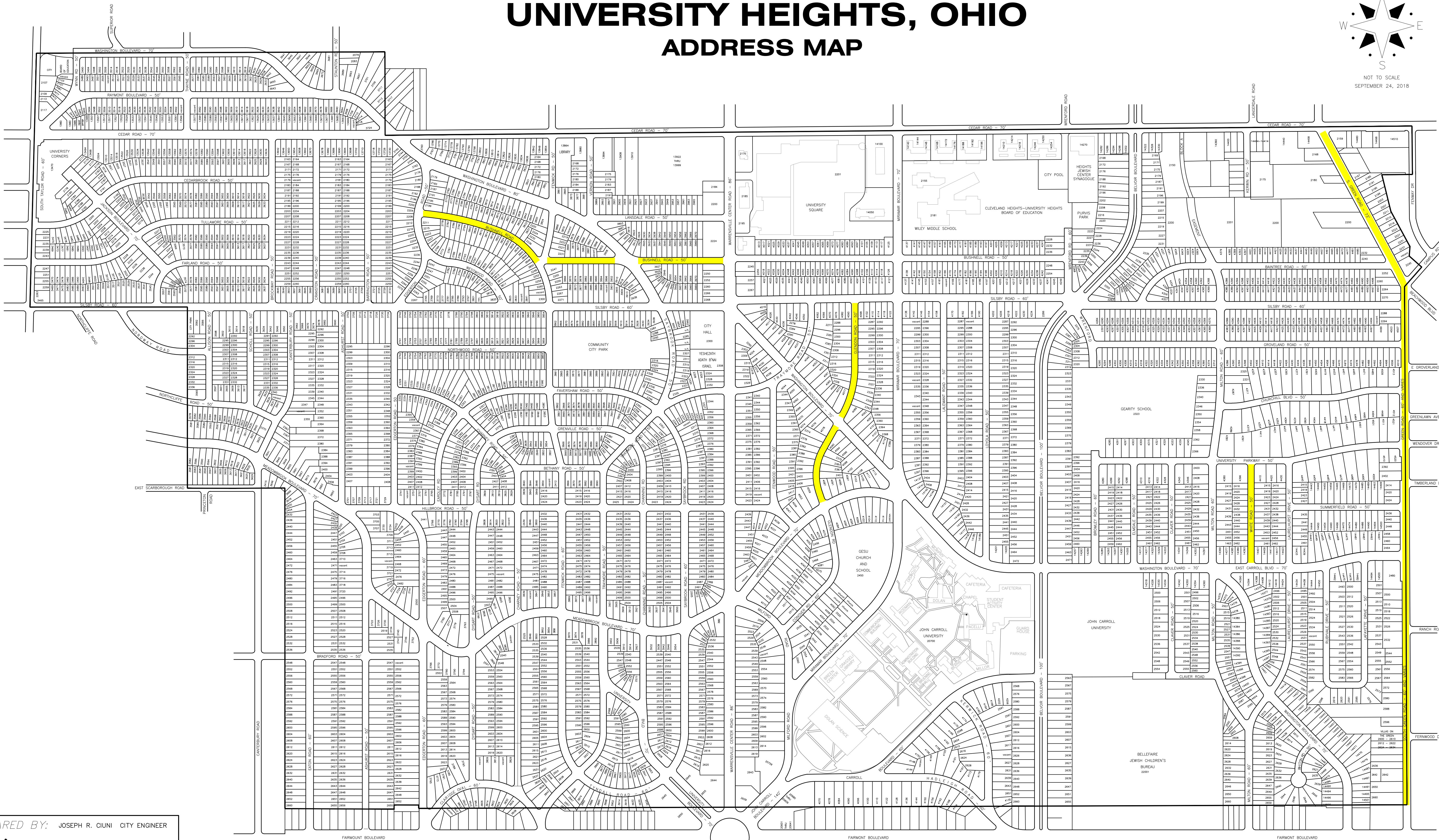
GPD ASSOCIATES
GLAUS PYLE SCHOMER BURNS & DEHAVEN INC.

UNIVERSITY HEIGHTS
STANDARD DRAWING ROAD 5
REVISION: 8/09/2010

CITY OF UNIVERSITY HEIGHTS, OHIO ADDRESS MAP



NOT TO SCALE
SEPTEMBER 24, 2018



PREPARED BY: JOSEPH R. CIUNI CITY ENGINEER



CONSULTING ENGINEERS & SURVEYORS
5595 TRANSPORTATION BLVD
CLEVELAND, OHIO 44125

BID FORM

Mark Envelope: **"2022 STREET IMPROVEMENT PROGRAM"**

To the Clerk:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans and specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

NUMBER OF CALENDAR DAYS: _____
(NOT MORE THAN 60)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amounts to the sum of:

A. BUSHNELL ROAD	\$ _____	C. WHITE ROAD	\$ _____
B. GLENDON ROAD	\$ _____	D. GREEN ROAD	\$ _____
GRAND TOTAL = \$			_____

2022 UNIT PRICE CONTRACT

For the City of University Heights, 2022 Street Improvement Program, in the City of University Heights, Cuyahoga County, Ohio, in accordance with the drawings and specifications.

REF. NO.	CMS	ITEM DESCRIPTION	UNIT	APPROX. QTY. (x)	UNIT \$ LABOR (y)	UNIT \$ MATERIAL (z)	TOTAL BID (x * (y+z))
A. BUSHNELL ROAD (WARRENSVILLE TO EDGERTON)							
1	202	APRON REMOVED	SF	200			
2	202	CURB REMOVED, AS PER PLAN	FT	3560			
3	202	WALK REMOVED	SF	875			
4	253	PAVEMENT REPAIR, AS PER PLAN	SY	100			
5	254	PAVEMENT PLANING, ASPHALT CONCRETE, T = 2.5"	SY	6846			
6	407	TRACKLESS TACK COAT	GAL	960			
7	441	ASPHALT CONCRETE INTERMEDIATE COURSE, 1-1/4", TYPE 1, PG64-22, AS PER PLAN	CY	240			
8	441	ASPHALT CONCRETE SURFACE COURSE, 1-1/4", TYPE 1, PG64-22, AS PER PLAN	CY	240			
9	451	6" CONCRETE APRON, CLASS QC MS, AS PER PLAN	SF	200			
10	608	4" CONCRETE WALK, CLASS QC MS, AS PER PLAN	SF	875			
11	608	CURB RAMP, AS PER PLAN	SF	875			

REF. NO.	CMS	ITEM DESCRIPTION	UNIT	APPROX. QTY. (x)	UNIT \$ LABOR (y)	UNIT \$ MATERIAL (z)	TOTAL BID (x * (y+z))
12	609	CURB, TYPE 6, AS PER PLAN	FT	3560			
13	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	2			
14	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	2			
15	614	MAINTAINING TRAFFIC, AS PER PLAN	LS	1			
16	623	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	EA	1			
17	632	LOOP DETECTORS	EA	2			
18	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	2			
19	711	MISCELLANEOUS METALS	LBS	500			
20	832	EROSION CONTROL - BASIN INLET PROTECTION	EA	16			
21	875	LONGITUDINAL JOINT ADHESIVE	LBS	475			
22	SPCL	CONTINGENCY ALLOWANCE	LS	1	\$ 3,000.00		\$ 3,000.00
23	SPCL	PRECONSTRUCTION DVD	LS	1			

SUBTOTAL A =

B. GLENDON ROAD (SILSBY TO MEADOWBROOK)							
24	202	APRON REMOVED	SF	200			
25	202	CURB REMOVED, AS PER PLAN	FT	2870			
26	202	WALK REMOVED	SF	1000			
27	253	PAVEMENT REPAIR, AS PER PLAN	SY	100			
28	254	PAVEMENT PLANING, ASPHALT CONCRETE, T = 2.5"	SY	4660			
29	407	TRACKLESS TACK COAT	GAL	655			
30	441	ASPHALT CONCRETE INTERMEDIATE COURSE, 1-1/4", TYPE 1, PG64-22, AS PER PLAN	CY	162			
31	441	ASPHALT CONCRETE SURFACE COURSE, 1-1/4", TYPE 1, PG64-22, AS PER PLAN	CY	162			
32	451	6" CONCRETE APRON, CLASS QC MS, AS PER PLAN	SF	200			
33	608	4" CONCRETE WALK, CLASS QC MS, AS PER PLAN	SF	1000			
34	608	CURB RAMP, AS PER PLAN	SF	1000			
35	609	CURB, TYPE 6, AS PER PLAN	FT	2870			
36	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	2			

REF. NO.	CMS	ITEM DESCRIPTION	UNIT	APPROX. QTY. (x)	UNIT \$ LABOR (y)	UNIT \$ MATERIAL (z)	TOTAL BID (x * (y+z))
37	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	2			
38	614	MAINTAINING TRAFFIC, AS PER PLAN	LS	1			
39	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	1			
40	711	MISCELLANEOUS METALS	LBS	500			
41	832	EROSION CONTROL - BASIN INLET PROTECTION	EA	8			
42	875	LONGITUDINAL JOINT ADHESIVE	LBS	330			
43	SPCL	CONTINGENCY ALLOWANCE	LS	1	\$ 3,000.00		\$ 3,000.00
44	SPCL	PRECONSTRUCTION DVD	LS	1			

SUBTOTAL B =

C. WHITE ROAD (EAST CARROLL TO UNIVERSITY PARKWAY)							
45	202	APRON REMOVED	FT	200			
46	202	CURB REMOVED, AS PER PLAN	FT	1070			
47	253	PAVEMENT REPAIR, AS PER PLAN	SY	100			
48	451	6" CONCRETE APRON, CLASS QC MS, AS PER PLAN	SF	200			
49	609	CURB, TYPE 6, AS PER PLAN	FT	1070			
50	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	EA	1			
51	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	EA	1			
52	614	MAINTAINING TRAFFIC, AS PER PLAN	LS	1			
53	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	EA	1			
54	711	MISCELLANEOUS METALS	LBS	500			
55	822	HOT-IN-PLACE RECYCLING, SURFACE COURSE, AS PER PLAN	SY	1945			
56	832	EROSION CONTROL - BASIN INLET PROTECTION	EA	4			
57	SPCL	ASPHALT REJUVENATING AGENT	GAL	975			
58	SPCL	CONTINGENCY ALLOWANCE	LS	1	\$ 3,000.00		\$ 3,000.00
59	SPCL	PRECONSTRUCTION DVD	LS	1			

SUBTOTAL C =

REF. NO.	CMS	ITEM DESCRIPTION	UNIT	APPROX. QTY. (x)	UNIT \$ LABOR (y)	UNIT \$ MATERIAL (z)	TOTAL BID (x * (y+z))
D. GREEN ROAD (CEDAR TO FAIRMOUNT)							
60	251	PARTIAL DEPTH PAVEMENT REPAIRS - 2" PATCHING	SY				\$ 57,400.00
61	423	CRACK SEALING, TYPE 3	LBS				\$ 10,040.00
SUBTOTAL D =							\$ 67,440.00

GRAND TOTAL (A+B+C+D) = _____

VENDOR (Please fill in):

NAME

ADDRESS

CITY AND STATE

PHONE NUMBER

EMAIL ADDRESS

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF UNIVERSITY HEIGHTS, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF UNIVERSITY HEIGHTS, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

- 1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ _____

- 2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ _____

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.

Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

_____ being first duly
sworn, deposes and says that _____ residing at
and _____ residing at _____ and _____
residing at _____ (is)(are) the only person(s) interested with (him)
(them) in the delivery of the materials quoted upon or the services performed under
these specifications; that the said quotation is made without any connection or common
interest in the profits with any other persons making any quotations or proposal for the
said work; that the said contract is on (his) (their) part in all respects fair and without
collusion or fraud; and also that no head of any department or any employee therein;
or any officer of the CITY OF UNIVERSITY HEIGHTS, OHIO has any direct or indirect
interest therein.

Signature

Sworn to and subscribed in my presence this__ day of _____ , 20____

(Notary Seal)

Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, _____, _____
(Name) (Owner,
President, Etc.)

of _____ do hereby certify that this firm or
person
_____ delinquent in the filing and/or payment of personal property taxes in
(insert is or is not) Cuyahoga County.

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

Signed _____
Name of Firm _____
Address _____

Telephone _____

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this __ day of _____, 20__

(Notary Seal)

Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation
to the above statement to the effect that no taxes are owned to Cuyahoga
County (if such is the case), or to the County in which the business is located.

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against _____ Company.

SIGNATURE

PRINTED NAME

TITLE

DATE

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

_____	_____
_____	_____
_____	_____

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

_____	_____
_____	_____

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

Signature of Bidder

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder:
Bidder: _____

By: _____

Title: _____

**SAMPLE
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF UNIVERSITY HEIGHTS, OHIO State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in connection with said Contract Agreement, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the CITY OF UNIVERSITY HEIGHTS in the penal sum of _____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in upon or about the performance of the Work contracted to be done or for any labor thereon of any kind, as required by the provisions of all laws of the State of Ohio to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances or power used in, upon, for or about the performance of the Work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said Work to be done, or any person who performs Work or labor upon the same of any person who supplies both Work and materials therefore, shall have complied with provisions of said laws, then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 20 ____

Principal

Surety

SAMPLE CONTRACT

THIS AGREEMENT, made effective the ____ day of _____, 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 on the ____ day of _____, 20____ advertised for bids on the Work and/or services hereinafter described on the ____ day of _____, 20____ and on the ____ day of _____, 20____ which bids were due on or before _____ local time on the ____ day of _____, 20____ at which time all bids were publicly opened and immediately tabulated 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 _____, 20____ and further considered the matter at a public meeting held on the ____ day of _____, 20____ at which time Council passed a Motion approving the bid of the CONTRACTOR to be the 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 labor and materials bid upon and to be awarded and performed 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 or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on the Work.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein 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 _____ (Project) in accordance with Purchase Order Number _____ for the locations 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 to commence within ____ days and shall be fully completed within _____ days of the execution of this Agreement. CONTRACTOR shall do everything required by this Contract and other documents constituting a part hereof. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the Engineer, the Service Director and Finance Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

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 _____ for _____ on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance, 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 engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contract or any claim of breach thereof, any claim arising out of 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.

The CONTRACTOR shall 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 submitting 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.

The CONTRACTOR shall maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any Subcontractors performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain coverage of the types and in the amounts as specified below. The policy shall name the CITY as an additional named insured. Submitting a certificate of insurance shall evidence proof of such insurance coverage.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON	\$1,000,000.
EACH ACCIDENT	\$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT	\$1,000,000.
---------------	--------------

Such insurance shall remain in full force and effect during the life of the contract.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it 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 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 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of University Heights or the State of Ohio including, but not limited to the prevailing wage requirements of the University Heights Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Work.

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, instruction to bidders, plans and drawings, specifications, warranties, performance bond, labor and material bond, and maintenance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the 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, whose determination shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any claim asserted pursuant to this contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporation 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 that the Engineer is

authorized to make in the scope of the project pursuant to the implied and express 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 first above written.

WITNESS:

CONTRACTOR

Position _____

Position _____

CITY OF UNIVERSITY HEIGHTS, OHIO

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

Date

Luke McConville
Law Director

**AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES**

I,

(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of

_____,

20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

STATE OF OHIO, COUNTY, ss: Ohio, 20

being first duly sworn, says that he is
 OF the
 Sub] contractor having a contract with
 Original] the
 for
 situated on or around or in front of the following described property:

whereof was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said....
 giving the amount, if any, which is due, or to become due, to them, or any of
 them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel, to _____
 giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of _____

_____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due for labor done to date hereof:

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____

Ohio, this _____ day of _____ A.D., 20 _____

Notary Public

CERTIFICATE OF MATERIAL MEN

Ohio, _____ 20 _____

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractors shall not relieve the Surety Company named herein of any of its obligations to the following named: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____ 20__

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

PROJECT TITLE: _____

PROJECT GROSS AMOUNT: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

D/W/MBE INFORMATION:

Name: _____

Address: _____

City: _____

E-Mail: _____

UNIVERSITY HEIGHTS
D/W/M BUSINESS ENTERPRISE PARTICIPATION REPORT

Phone Number: _____

Trade: _____

Amount of Bid Award: _____

IN THE EVENT THAT THERE ARE NO D/W/MBE'S WORKING ON THE PROJECT,
PROVIDE NARRATIVE EXPLANATION:

IN WITNESS WHEREOF, the undersigned has set their hand this ____ day of _____, 20__.

CONTRACTOR NAME: _____

By: _____

Its: _____



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **12513**
 Date: 6/15/2022

Prepared for:
 Michael D Brennan (216) 932-7800
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
Emergency Support and Service through 9/30/2022				
Quantity of 3 is for months July, August, and September				
Emergency Support and Service				
3.00	20-Hour Block of AdHoc Network Support Services	HR	\$3,100.00	\$9,300.00
Spam Filter				
3.00	Spam Filter Monthly Services	EA	\$270.00	\$810.00
Server, Desktop Patching, Monitoring and Antivirus				
3.00	Server, Desktop Patching, Monitoring and Antivirus for 35 Desktops - Monthly Service	EA	\$780.00	\$2,340.00
Loaner Switch and Server				
3.00	Starfish Computer Loaner Switch and Server Montly Utilization	EA	\$300.00	\$900.00
Backup/Disaster Recovery - Device is Property of Starfish Computer Corporation				
3.00	Backup Disaster Recovery Monthly Service	EA	\$1,100.00	\$3,300.00
Hybrid Cloud Backup				
Bare Metal Restore				
Advanced File Level Restore				
Inverse Chain Technology				
Instant On-Site Virtualization				
Instant Off-site Virtualization				
Screenshot Backup Verification				
Message Level Exchange Recovery				
CAPACITY				
Storage Capacity 6000GB (3000GB Usable)				
CLOUD				
Capacity 1 Year Data Retention				
Dual Bi-Coastal US Based SAS70 Rated Data Centers				

Your Price:
\$16,650.00

Total:
\$16,650.00

Prices are firm until 7/6/2022

Terms:

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 6/15/2022

Accepted by: _____

Date : _____

Quote

No.: **12513**

Date: 6/15/2022

Disclaimer

Prices are subject to change, error and availability. Prices do not include shipping and handling, if any. Return Policy: Returned parts will be charged a 20% restocking fee. Returns must be made within in 30 days of our order date. Special order parts are non-returnable.

Please fax signed quote to 440-808-0470 or email to sales@starfishcomputer.com so that your order can be placed. Thank you for your business.



UNIVERSITY HEIGHTS

Date: June 16, 2022
To: Mayor Michael Dylan Brennan
From: Ben Schaefer, Special Projects Coordinator
Cc: Dennis Kennedy, Director of Finance
RE: Summer Concert Series audio

Mayor-

We have a motion on the agenda for the coming City Council meeting (June 21, 2022) regarding authorization to enter an agreement with Rock the House Entertainment Group. The motion is requesting authorization for an amount not greater than \$15,254.50 across five (5) concerts – July 7, July 14, July 21, August 4, and August 11. This amount does not include the first two (2) concerts of the series (June 16 and June 23), which have had to be handled separately due to timing of this approval process and the concert dates; it also does not provide audio for the University Heights Symphonic Band (which does not require A/V services) nor for Yiddische Cup (which provides its own audio). The total across the 7 shows is \$21,356.30.

Please note that this total cost is higher than last year, which is attributable to two main causes: first, that we are restoring the number of concerts to pre-pandemic levels. Prior to the pandemic, the City began the series in June, but that did not occur last year as the series was abbreviated in order to allow more time for individuals to get vaccinated against Covid-19. Secondly, as is the case in most sectors of the economy, the cost of labor, fuel, and other related equipment charges have increased for vendors – as has the demand for returning events – across the board.

We requested quotes from three different audio production companies for the series – NPI AV, Hughies, and Rock the House. They all provided quotes for similar setups based on past event size and general understanding of the concert series. The per-show quotes came back as follows:

Hughies:	\$3,675.00 per show
NPI AV:	\$3,971.20 per show
Rock the House:	\$3,050.90 per show

Rock the House has many positive reviews available and came as a suggested option to look at from Mr. Sean Weiss, who is familiar with the A/V/stage production world, and I believe they'll provide quality service for our series at the lowest possible price.

Please let me know if you have any questions or need additional information. Thank you.

Quote

Quote Number: 152052
 2022 UNIVERSITY HEIGHTS CONCERT SERIES

Client Ben Schaefer City of University Heights 2300 Warrensville Center Road University Heights, OH 44118 Phone: 216-932-7800 x205 Email: bschaefer@universityheights.com
--

Venue / Site

Account Manager	Customer PO	Terms	Tax Rule	Warehouse
Steve Tanruther		COD	EVENT PRODUCTION SERVICE	Rock The House Entertainment Group, Inc.

Ship Date	Load In	Show Start	Load Out	Return Date
6/16/2022 10:00 AM	6/16/2022 2:00 PM			6/16/2022 11:00 PM

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Misc	1	QUOTE IS PER EVENT FOR X7 EVENTS			Each	0.00	0.00
AUDIO							
Rental	1	Corporate AV Rack			Each	250.00	250.00
Rental	2	QSC KW-152 Top	MAIN FULL RANGE SPEAKERS		Each	125.00	250.00
Rental	2	QSC KW-181 Sub	MAIN SUBWOOFERS		Each	75.00	150.00
Rental	4	QSC K12.2	OUTFILL / DELAY SPEAKERS		Each	110.00	440.00
Rental	4	RCF NX12 12" Active Monitor	STAGE MONITORS		Each	75.00	300.00
Rental	1	Microphone Kit	GENERAL MIC KIT		Each	200.00	200.00
Rental	1	Microphone Stand Kit	GENERAL STAND KIT		Each	150.00	150.00
Rental	1	Generator - 3500W (whisper)			Each	175.00	175.00
AUDIO Total Before Discount:							\$1,922.00
5% Discount:							\$96.10
AUDIO Total:							\$1,825.90

LABOR & TRANSPORT							
Production	1	Audio Engineer (A1)	A1 AUDIO TECH	1	Day Rate	600.00	600.00
Production	1	Audio Technician (A2)	A2 AUDIO TECH	1	Day Rate	500.00	500.00
Travel	1	Delivery	TRUCKING		Each	125.00	125.00
LABOR & TRANSPORT Total:							\$1,225.00

NOTE:
 Expiration Notice: Thank you for the opportunity to be your trusted partner! Please note that pricing and availability for entertainment related products and services are valid for three (3) days from the date this document was generated. Pricing and availability for audio-visual production related products and services are valid for fourteen (14) days.

Subtotal:	\$3,050.90
Sales Tax:	\$0.00
Total:	\$3,050.90
Total Applied Payments:	\$0.00
Balance Due:	\$3,050.90

Confidentiality Notice: This document is a confidential, custom proposal that contains creative work product and/or proprietary intellectual property. This document may not be duplicated or distributed to anyone besides its specifically intended recipients.

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: HUMAN RESOURCE SERVICE CONTRACT

DATE: JUNE 16, 2022

CC: KELLY THOMAS, CLERK OF COUNCIL

The Mayor would ask that Council consider a proposed contract with Clemans-Nelson & Associates for services related to Human Resource Management. Documents attached to this correspondence detail the rates proposed by Clemans-Nelson and a summary of services their firm provides. Additional information is also available at <https://clemansnelson.com>.

The City needs a more formal approach to human resources and would direct Clemans-Nelson to assist in the following areas:

- Formal (annual) training in sexual harassment, workplace violence, diversity and inclusion, workforce safety, management/leadership principles, wellness, drug/alcohol abuse and other programs which will increase awareness of the employee base and reduce our liability with respect to potential litigation
- Complete development of a formal compensation plan subject to Council approval which is updated annually to reflect any policy or other changes
- Update all job descriptions as necessary for all union and administrative positions
- Implementation of a performance evaluation system
- Implementation of a formal process for hiring process for all positions
- Centralization of all records related to personnel and institution of a city-wide documentation and discipline process
- Quarterly reviews of the personnel policy and procedure manual
- Ongoing management of workers' compensation claims and administration of FMLA issues
- Other issues as determined by the vendor after a review of current City practices

Assistance from a contract specializing in HR services will allow us to make improvements in administration and reduce our costs. Currently, HR assistance is obtained from our Law Director and/or employment attorney at rates far in excess of what would be expended under this contract. Additionally, a limited weekly on-site presence will greatly improve the level of HR service being provided to employees and management.

The Mayor can address any questions related to the need for this service, qualifications and references for Clemans-Nelson and any other issues pertaining to this project. Funds were budgeted in the amount of \$45,000 for 2022 as part of the permanent appropriations approved by Council. Our current estimate for costs through the end of 2022 is \$25,000.



CONSULTANTS TO MANAGEMENT

March 6, 2022

Michael Brennan, Mayor
City of University Heights
2300 Warrensville Center Road
University Heights., OH 44118

via Electronic Delivery

Dear Mayor Brennan:

I would like to thank you and Dennis Kennedy for taking the time to meet with us last week. It was a pleasure sitting down with you both to discuss some of the challenges and concerns that you have had to deal with as a historical Cuyahoga County suburb and your assessment of the City's personnel systems.

We hope that you found our meeting to be informative in terms of how Clemans, Nelson & Associates, Inc. can assist the City of University Heights with its labor relations and human resource needs. As we discussed, our level of expertise, statewide coverage, and unparalleled understanding of public sector labor relations and human resource issues places us in a unique position to support the City in dealing with any human resource issues that arise, as well as manage its employee relations matters in the most cost effective, efficient manner.

Pursuant to our discussion, attached please find a list of public sector references for which we have delivered personnel and/or labor relations services. Should you require any further information concerning Clemans Nelson, please do not hesitate to contact either of us at 330-785-7700. Once again, thank you for providing Clemans Nelson with this opportunity and we hope that we can be of service to the City of University Heights in the near future.

Very truly yours,

CLEMANS, NELSON & ASSOCIATES, INC.

/s/Michael Esposito
Michael D. Esposito
Vice-President/Director

/s/Michael Zhelesnik
Michael Zhelesnik
Account Manager/Shareholder

PUBLIC SECTOR
PERSONNEL & LABOR RELATIONS REFERENCES

Lorna Zeller, Economic Operations Dir.
City of Mayfield Heights
440-442-2625

Patrick Ward, Mayor
City of Lyndhurst
440-442-5777

Katherine Gallagher, Mayor
City of Brooklyn
216-351-2133

Phil Stammitti, Sheriff
Lorain County Sheriff's Office
440-329-3701

Anna Smith, Director of Human Resources
City of Cleveland Heights
216-291-5718

Kyle L. Miasek, Director of Finance
City of Youngstown
330-742-8944

Bryan Jensen, Mayor
City of Avon
440-937-7803

Joel DiMare, Director of Admin. Services
Lake County Commissioners
440-350-2366

Jen Sinatra, Director of Human Resources
Lorain County Board of Commissioners
440-329-5150

Jason R. Loree, Township Administrator
Boardman Township Trustees
330-726-4177

Michael Wheeler, Mayor
Village of Richfield
330-659-9201

Vito Sinopoli, Township Administrator
Bath Township
330-666-4007

MANAGEMENT CONSULTANT AGREEMENT

The City of University Heights, Cuyahoga County, Ohio, hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., hereinafter called the "Consultant," shall hereby agree to the following terms and conditions for a period of one (1) year commencing on the date of execution written below, subject to renewal or termination by the parties as provided herein.

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants, and agrees to perform in the following manner, to wit:

Provide to the Client on a priority basis, such management and/or fiscal consulting services in labor, employment, and other areas as might be requested throughout the duration of this Agreement.

Clemans Nelson will assign a qualified consultant on-site for scheduled consulting for up to two (2) days per week; at a minimum of 7 hours per day throughout the duration of this Agreement. The on-site consultant will assist the Client with such employee relations and personnel services as might be requested and which the consultant can reasonably perform within that allotted scheduled time.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant a monthly retainer of two hundred fifty dollars (\$250.00) per month for a period of one (1) year from the effective date of this contract to cover brief telephone consultation as provided below, scheduled on-site consulting at the rates of one thousand one hundred fifty dollars (\$1,150.00) per day (the scope of which are attached hereto as Addendum A), and to pay the Consultant at the applicable rates for professional services supplemental to those normal on on-site hours or routine telephone consultation as follows:

Consultant / Analyst.....	\$140.00 per hour
Senior Consultant	\$155.00 per hour
Manager.....	\$170.00 per hour
Director / Vice President / President	\$185.00 per hour

Actual clock hours shall include only those hours spent in consultation and those hours of work integral to such consultation, including but not limited to preparation, research, analysis, writing, advice, and meetings with or on behalf of the Client. The parties may

also agree on a flat fee for training or other special consulting projects. The Consultant will not charge the Client an hourly rate for portal-to-portal travel time. A minimum of four (4) hours will be billed for each on-site visit by the Consultant. The minimum shall not apply to those meetings conducted virtually or through other technological means. No professional service hours shall be charged for brief telephone consultations requiring no in-office or on-site follow-up.

The Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the Consultant's headquarters or a regional office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. The Consultant is not a law firm and this Agreement does not create an attorney/client relationship.

This Agreement shall automatically be renewed for successive one (1) year periods on its anniversary date unless either party provides written notice to the other party, during the last thirty (30) days of any annual contract period, of their desire to terminate the Agreement. The Client shall be notified in writing, not less than sixty (60) days prior to the anniversary date of the Agreement, of any general increase in the Consultant's rates or monthly retainer, which shall not become effective until the effective date the contract renews or the date a new contract is signed.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13:

By signing this Agreement, the undersigned representative of Clemans, Nelson & Associates, Inc. certifies on behalf of the Consultant corporation that all of the following persons, if applicable, are in compliance with applicable provisions of division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials of any Ohio political subdivision with whom the Consultant is hereby contracting:

- A. each owner of more than twenty percent of the corporation or business trust;

B. each spouse of each owner of more than twenty percent of the corporation or business trust.

The undersigned authorized representative of the Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that the Client and the Consultant enter into this Agreement. If the Consultant's representative or any Officer of the Consultant becomes aware of noncompliance with O.R.C. Section 3517.13(J) between the time the Consultant's representative signs this Agreement and the time the Client fully executes and enters into this Agreement, the Consultant shall so notify the Client – and unless and until the Client receives such notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand as of the _____ day of _____, 2022 (date of execution).

CITY OF UNIVERSITY HEIGHTS
CUYAHOGA COUNTY, OHIO

CLEMANS, NELSON &
ASSOCIATES, INC.

Michael Brennan
Mayor

Michael D. Esposito
Vice-President/Director

APPROVED AS TO FORM

Director of Law

Addendum A - Scope of Services

1. Providing assistance to City officials with the maintenance and improvement of the City's personnel system and providing other services as listed below while on-site, when requested by the client.
2. Developing and updating of existing classification specifications and/or position descriptions as requested. Developing and updating current Personnel Policy and Procedures Manual as needed.
3. Providing routine research and consultation regarding compliance with state and federal regulations affecting personnel (i.e., Civil Service, EEOC, ADA, etc.).
4. Assisting the Finance Director in the maintenance of the City's personnel recordkeeping system and developing procedures for maintaining necessary personnel records; categorizing documents kept in personnel files into public records, confidential records, medical documents, and disciplinary action files.
5. Establishing system for providing employees with appropriate notifications as required by law and/or in accordance with the City's Personnel Policy and Procedures Manual.
6. Assisting the Finance Director and Law Director in the initial review of Workers' Compensation claims; comparing claimed injuries to accident reports; and coordinating claims with City's Workers' Compensation consultants.
7. Assisting the City with initial investigation of employee discipline cases and preparing appropriate paperwork for the predisciplinary conference, list of charges, and disciplinary action. Consultant may serve as hearing officer when appropriate and requested by the client.
8. Reviewing and tracking sick leave requests and other records relating to absences due to illness or injury.
9. Providing recommendations regarding the interpretation of the City's personnel policies and providing a centralized location for all personnel action forms.
10. Assisting the City with initial investigation of sexual harassment allegations and preparing investigative report.

11. Updating personnel files for changes in personnel information.
12. Performing new employee orientation regarding the City's policies on EEOC, ADA, Drug Free Workplace, Ohio Ethics Laws, etc.; having new employees complete necessary forms.
13. Performing FLSA audits of employees' positions and pay status to determine if the City is in compliance.
14. Meeting with City officials to assist in the day-to-day human resource needs.

NICOLA, GUDBRANSON & COOPER, LLC
ATTORNEYS AND COUNSELLORS
LANDMARK OFFICE TOWERS
REPUBLIC BUILDING, SUITE 1400
25 WEST PROSPECT AVENUE
CLEVELAND, OHIO 44115-1048
216/621-7227
Fax 216/621-3999
www.nicola.com

Direct e-mail: mcconville@nicola.com

MEMORANDUM

TO: Mayor Michael Dylan Brennan
Members of Council

FROM: Luke F. McConville

DATE: March 31, 2022

RE: Ordinance 2022-16 Enacting Codified Ordinance Section 1424.14 entitled
“Engineering Fees” and Declaring an Emergency

In connection with new construction or development that occurs in the City, the City Engineer typically performs inspection services to ensure the project is built in accordance with applicable engineering standards and City code. It is customary for the costs of such engineering services to be passed through by the municipality to the owner or developer of the project, rather than absorbed by the City.

The City of University Heights currently has no codified ordinance authorizing the pass-thru of engineering inspection fees. This loophole makes it incumbent upon the City to enter into a contract (typically a Development Agreement) to establish a contractual right to bill and collect for such fees. This loophole should be closed so that the City can bill owners and developers for engineering fees as a matter of law.

Ordinance 2022-16 has been modified slightly to indicate that the City Engineer shall make an estimate for its services; the owner or developer shall deposit with the City an amount equal to the engineer’s estimate; after actual engineering fees are determined, any excess amount deposited will be returned to the owner/developer and any shortfall will now also be billed to the owner/developer.

LFM

AMENDED 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. In the event that the amount on deposit for engineering inspection fees is less than the actual costs for said engineering inspection fees as set forth in the City Engineer’s invoice, the shortfall shall be invoiced to the property 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

RESOLUTION NO. 2022-30

INTRODUCED BY: Mayor Michael Dylan Brennan

A RESOLUTION ADOPTING THE ALTERNATIVE 2023 TAX BUDGET

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

Section 1. The 2023 Tax Budget for the City of University Heights for the calendar year beginning January 1, 2023 in the form attached hereto and made a part hereof as Exhibit A, filed with the Council, be and hereby is adopted as the official tax budget of the City of University Heights for the calendar year commencing January 1, 2023.

Section 2. The Director of Finance is hereby authorized to certify a copy of said tax budget and forward a certified copy of this Resolution to the Auditor of Cuyahoga County.

Section 3. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Resolution shall become **effective after two (2) readings** at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

Michael Dylan Brennan, Mayor

First Reading: _____

Passed: _____

ATTEST:

Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

Luke F. McConville, Law Director

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit _____ City of University Heights _____
For the Fiscal Year Commencing _____ January 1, 2023 _____
Dennis G. Kennedy _____ May 2022 _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authorities must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	\$ AMOUNT Requested Of Budget Commission
General Fund (inside)	Current operating expenses			Ongoing			2.55	\$607,105.00
Police Pension (inside)	Current operating expenses			Ongoing			0.75	\$178,560.00
Fire Pension (inside)	Current operating expenses			Ongoing			0.75	\$178,560.00
					Total inside mills		4.05	\$964,225.00
General Fund (outside)	Current operating expenses	3-Jun-41	Operating	Ongoing			6.00	\$1,428,500.00
General Fund (outside)	Current operating expenses	7-Nov-89	Operating	Ongoing			2.45	\$583,305.00
Debt Service (outside)	Park bonds	1-Nov-14	Operating	15	2014/2028	2015/2029	0.70	\$166,670.00
					Total outside mills		9.15	\$2,178,475.00
Totals					TOTAL ALL		13.20	\$3,142,700.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Revenue	Other Sources Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
General	2,798,185.00	3,081,061.00	11,729,640.00	17,608,886.00	15,495,256.00	2,113,630.00
Unclaimed Monies	2,500.00		0.00	2,500.00	1,200.00	1,300.00
Street Maintenance	133,685.00		667,275.00	800,960.00	786,555.00	14,405.00
Sewer & Water Maintenance	985,815.00		526,400.00	1,512,215.00	820,040.00	692,175.00
Shade Tree Maintenance	324,460.00		169,650.00	494,110.00	290,705.00	203,405.00
Street Lighting	12,630.00		231,500.00	244,130.00	224,300.00	19,830.00
Police Pension	33,175.00	178,560.00	17,560.00	229,295.00	160,000.00	69,295.00
State & Local Law Enforcement	14,975.00		0.00	14,975.00	5,000.00	9,975.00
Federal Law Enforcement	11,820.00		0.00	11,820.00	10,000.00	1,820.00
Community Diversion Grants	9,775.00		10,000.00	19,775.00	12,000.00	7,775.00
BCI & FBI Fee	7,200.00		5,045.00	12,245.00	7,000.00	5,245.00
Fire Pension	24,455.00	178,560.00	17,560.00	220,575.00	151,000.00	69,575.00
Ohio Department of Public Safety	38,450.00		0.00	38,450.00	1,000.00	37,450.00
Federal Emergency Management Grant	1,455.00		10,000.00	11,455.00	3,000.00	8,455.00
Ohio Board of Building Standards	1,465.00		5,240.00	6,705.00	1,855.00	4,850.00
Construction Deposits	39,150.00		9,870.00	49,020.00	12,290.00	36,730.00

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)

(Do Not Include General Obligation Debt Being Paid By Other Sources)

(Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
N/A					\$0.00
Totals			\$0.00	\$0.00	\$0.00

VOTED DEBT OUTSIDE 10 MILL LIMIT

(Bonds Or Notes Must Actually Be Issued In Order To Commence Collection Of Property Taxes For Debt Service)

SCHEDULE 4

I Purpose Of Notes Or Bonds	II Authorized By Voters On MM/DD/YY	III Date Of Issue	IV Final Maturity Date	V Principal Amount Outstanding At The Beginning Of The Calendar Year	VI Amount Required To Meet Calendar Year Principal & Interest Payments	VII Amount Receivable From Other Sources To Meet Debt Payments
Park improvement bonds	11/04/14	08/27/15	12/01/29	\$905,000.00	\$142,500.00	\$0.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
Street Opening Deposits	501.00		1,000.00	1,501.00	500.00	1,001.00
University Square TIF	0.00		421,666.00	421,666.00	349,025.00	72,641.00
Community Development Block Grants	0.00		0.00	0.00	0.00	0.00
Ohio Department of Natural Resources Grants	0.00		0.00	0.00	0.00	0.00
Performance Bond	50,410.00		2,000.00	52,410.00	5,000.00	47,410.00
Local Coronavirus Relief Fund/ARPA	275,000.00		0.00	275,000.00	275,000.00	0.00
Payroll Stabilization	52,000.00		13,000.00	65,000.00	0.00	65,000.00
Debt Service	146,550.00	166,670.00	16,385.00	329,605.00	142,500.00	187,105.00
General Capital Improvements	107,070.00		738,750.00	845,820.00	450,115.00	395,705.00
Sewer & Water Capital Improvements	446,492.00		107,680.00	554,172.00	114,300.00	439,872.00
Facilities Capital Improvement Fund	154,200.00		100,000.00	254,200.00	75,000.00	179,200.00
Community Improvement Corporation	84,250.00		25,000.00	109,250.00	19,000.00	90,250.00
Total page 1 Schedule 2	4,439,195.00	3,438,181.00	13,399,740.00	21,277,116.00	17,981,201.00	3,295,915.00
Total Page 2 Schedule 2	1,316,473.00	166,670.00	1,425,481.00	2,908,624.00	1,430,440.00	1,478,184.00
TOTAL Schedule 2	5,755,668.00	3,604,851.00	14,825,221.00	24,185,740.00	19,411,641.00	4,774,099.00

RESOLUTION 2022-45

INTRODUCED BY: COUNCILPERSON KING

A RESOLUTION AUTHORIZING THE CITY OF UNIVERSITY HEIGHTS TO BECOME A POWER A CLEAN FUTURE OHIO COMMUNITY, AND DECLARING AN EMERGENCY.

WHEREAS, Power a Clean Future Ohio is an expansive, diverse, and nonpartisan coalition engaging with cities and local governments across the state of Ohio to build a clean future for our communities; and

WHEREAS, Power a Clean Future Ohio empowers local leaders with tools and resources to create carbon reduction plans and implement them in ways that are achievable, measurable, equitable, and economical; and

WHEREAS, steps taken toward carbon emissions also aim to improve community quality of life, building community capital and increasing government efficiency, accountability, and transparency; and

WHEREAS, local governments have the unique opportunity to achieve reductions in both energy use and carbon emissions, along with cost savings through building and facilities management, land use and transportation planning, and through economic and community development; and

WHEREAS, efforts to address energy and climate issues provide an opportunity to move toward energy self-reliance and greater community resiliency and quality of life, and further provide environmentally healthy and cheaper-to-operate public buildings, encourage new economic development and local jobs, and support local renewable energy production; and

WHEREAS, uncertainty in energy prices and the transition away from fossil fuel energy sources present new challenges and opportunities to both the City of University Heights and to the economic health of its citizens and businesses; and

WHEREAS, climate changes have been observed in Ohio and have the potential to negatively impact local, regional and state economies, infrastructure development, drinking water supplies and recreational opportunities; and

WHEREAS, climate changes further have the potential to negatively impact habitat and ecological communities, including native fish and wildlife populations, to increase the spread of invasive species and exotic diseases, and pose flooding, drought, and health threats to our citizens; and

WHEREAS, the City administration signed the PCFO “30 by 30 pledge” on Earth Day 2021 to commit to reduction of carbon emissions in the City by 30% by 2030 below 2010 levels; and

WHEREAS, the City has embarked upon a planning process for replacement of all municipal buildings and stands to benefit from technical assistance for the design of efficient, renewable energy ready facilities; and

WHEREAS, Power a Clean Future Ohio assists in facilitating technical assistance for the implementation of these carbon reduction policies; and

WHEREAS, the Infrastructure Grant Assistance Program (“IGAP”) is available to all PCFO communities and supports Ohio local governments pursuing federal funding for clean energy and clean transportation projects; and

WHEREAS, the Power a Clean Future Ohio provides cost-effective sustainable development policies in the following four categories: (1) Renewable Energy; (2) Energy Efficiency; (3) Transportation Electrification; and (4) Land Use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of University Heights, Ohio, that:

Section 1. The Council of the City of University Heights does hereby authorize the City of University Heights (“the City”) to participate in Power a Clean Future Ohio (“PCFO”) that offers a free, voluntary continuous improvement framework. Passage of this participation resolution allows the City to be recognized as a Power a Clean Future Community.

Section 2. The City hereby announces its goal of reducing greenhouse gas emissions in the City of University Heights by 30% by 2030, relative to 2010 levels.

Section 3. The City will develop a plan that lays out a roadmap for the City to achieve this goal and to proactively seek input from the community in developing this plan.

Section 4. The City will, whenever feasible in the sole discretion of the City, prioritize low cost measures identified in the plan to meet energy needs to be mindful of the use of taxpayer dollars and any impact of consumers’ personal expenses.

Section 5. The Mayor or their designee shall serve as the City’s PCFO coordinator for implementation.

Section 6. The City will, whenever feasible in the sole discretion of the City, facilitate the involvement of community members in an equitable way and other units of government as appropriate in the planning, promoting, and/or implementing of PCFO policies.

Section 7. The City will provide public feedback once per year on how well PCFO is serving the City and on City needs from the PCFO program.

Section 8. The City will work toward implementing any policies from at least two of the PCFO policy categories (i.e. Renewable Energy; Energy Efficiency; Transportation Electrification; and Land Use) that will result in carbon emission reductions, cost savings, and quality of life improvement.

Section 9. 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 10. This resolution 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 for the reason that the City wishes to identify its preferred areas of policy implementation as soon as possible in order to achieve the goals announced herein; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2022-46

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2022 ENERGIZED
COMMUNITY GRANT AND DECLARING AN EMERGENCY.**

WHEREAS, the City of University Heights, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2022 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of University Heights wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

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

Section 1. This Council of the City of University Heights finds and determines that it is in the best interest of the City to enter into the Grant Agreement to accept the NEC Grant(s) for 2022, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

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

Section 3. That it is 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 actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, so that the City may be in acceptance of 2022 NEC Grant Awards; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS

Michael Dylan Brennan, Mayor

Passed: _____

ATTEST:

Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

Luke McConville, Law Director

ORDINANCE NO. 2022-31

INTRODUCED BY: COUNCILPERSON RACH

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1060.02 ENTITLED “NOTICE TO OWNER OR OCCUPANT TO REPAIR,” TO ESTABLISH THE OBLIGATION OF THE CITY TO MAINTAIN STORMWATER FEATURES INSTALLED BY THE CITY IN THE RIGHT-OF-WAY.

WHEREAS, from time to time the City may construct stormwater features such as bio-swailes within the right-of-way in connection with roadway and other City projects; and

WHEREAS, Council wishes to establish the duty of the City to maintain and repair any such stormwater features specifically installed by the City in the right-of-way, including any such stormwater features installed on tree lawns;

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

Section 1. Council hereby amends Codified Ordinance Section 1060.02 entitled “Notice to Owner or Occupant to Repair” to read in its entirety as follows:

1060.02 NOTICE TO OWNER OR OCCUPANT TO REPAIR

(a) Whenever the Building Commissioner or assistant, and/or the Director of Housing and Community Development upon any such inspection as referred to in Section 1060.01, shall determine that it is necessary to construct, grade, repair or replace any sidewalk, driveway apron or tree lawn within the City, he or she shall prepare a notice showing the location of the sidewalk, driveway apron or tree lawn area; the nature of the construction, grading, repairing or replacement necessary; and the materials to be used. The Building Commissioner and/or the Director of Housing and Community Development shall serve such statement or notice either personally or by mail or certified mail to the owner, occupant or person in control of the property, or shall leave the same at such person’s usual place of business, or shall post the same in a conspicuous place on the real estate involved. The notice may be served by publishing it once in a newspaper of general circulation within the City if it cannot be served in any of the other ways above mentioned. This notice shall fix a time within which such construction, grading, repairs or replacement must be completed. Such notice shall be delivered, mailed or posted in the same manner as provided in Section 1474.03

(b) The City shall maintain, grade, repair or replace any bio-swale or other specialized stormwater feature constructed or installed by the City within the public right-of-way, including on any tree lawn.

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.

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

ORDINANCE NO. 2022-33

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1064 ENTITLED “SOLID WASTE DISPOSAL” AND
DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments; and

WHEREAS, the City wishes to clarify the administrative responsibilities of department heads, to provide authority to the Director of Housing and Community Development and Building Commissioner as appropriate and to update penalty provisions for violations of the standards set forth therein;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1064 entitled “Solid Waste Disposal” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

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 determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1064
Solid Waste Disposal

1064.01 DIRECTOR'S AUTHORITY; MATERIAL COLLECTED.

The Service Director of the City (hereinafter referred to as "the Director"), shall have the sole authority and duty to collect and to dispose of, through the Department of Public Service and Properties of this City (hereinafter referred to as "the Department"), or through such other means as may from time to time be provided, all ashes, garbage, rubbish, refuse, waste paper, brush or leaves within the City, wherever found. Building material, stone, or loose earth shall be removed by the owner of the property where the same is located at his or her own cost and expense. Administrative and/or criminal violations of this Chapter may be issued by the Service Director, Building Commissioner, or Director of Housing.

1064.02 WASTE MATERIAL FROM DWELLINGS.

(a) The owner, agent, lessee or occupant of any dwelling or portion thereof, or any premises where ashes, garbage, rubbish, waste paper, brush, lawn clippings or leaves and other refuse are produced or permitted to accumulate shall provide such containers as may be required by this section and by the rules and regulations of the Service Director for each such material. Refuse containers shall be maintained in good condition and any container that does not conform to the provisions of this section or the regulations of the Service Director shall be promptly replaced upon notice. The Service Director shall have the authority to refuse collection services for failure to comply herewith.

(b) Containers for rubbish and garbage shall be made of metal, sturdy plastic or rubber with a capacity of not less than ten gallons nor more than 32 gallons; shall be provided with handles and shall be covered with tight fitting covers. All rubbish and garbage shall be drained of liquid before being deposited in containers. Plastic bags with the same capacity, as aforesaid, properly tied, are also acceptable.

(c) Tree trimmings, hedge clippings, brush and similar materials shall be cut to length not to exceed four feet and tied in bundles not more than two feet thick before being deposited for collection.

(d) Lawn clippings, leaves, plant cuttings and similar materials shall be placed in such containers or otherwise prepared for collection as the Service Director shall authorize and approve.

(e) Any unauthorized accumulation of refuse on any premises, or the failure to contain garbage and rubbish as provided by this section is hereby declared to be a nuisance and is prohibited.

1064.03 ISSUANCE OF RULES AND REGULATIONS.

(a) The Service Director is hereby authorized and empowered to establish and issue such rules and regulations, not inconsistent with the terms of this chapter, affecting and governing the collection and disposal of ashes, garbage, rubbish, refuse, waste paper, brush and leaves, as may be necessary and reasonable. Such rules and regulations shall be in addition to the terms and provisions of this chapter, and shall, among other things, provide for the date and time of collections; the location and placing of receptacles; the size or weight of receptacles, bags or bundles; the limitations upon salvage, and such other matters as pertain or relate to the efficient collection of waste materials by the Department.

(b) The rules and regulations, when issued by the Service Director and published or posted in accordance with the requirements of ordinance, shall have the full force and effect of law and violation thereof shall be deemed and held to be a violation of this chapter.

1064.04 REFUSAL TO COLLECT UNDER CERTAIN CIRCUMSTANCES.

The Department of Public Service and Properties is hereby authorized to refuse to collect wastepaper in the wastepaper collection which is contaminated with garbage or mixed with metal or glass, or to collect garbage containing metal or glass.

1064.05 STORAGE BEHIND FRONT BUILDING LINE.

Except after sunset on the day before the regularly scheduled garbage and rubbish collection for the premises involved, and the actual time of collection, no person shall deposit, store, cause or allow to be stored on premises under his or her ownership or control, any ashes, garbage, refuse, rubbish or waste paper, unless such deposit or storage takes place behind the front building line of the premises.

1064.06 WASTE MATERIAL PRODUCED OFF PREMISES.

No person shall deposit, store, cause or allow to be stored on any property within the City for which the City provides garbage and rubbish collection, any ashes, garbage, rubbish, refuse, waste paper, brush, leaves or other waste material not produced by and on the property where such deposit or storage takes place.

1064.07 SPECIAL COLLECTIONS.

(a) Pursuant to the authority granted to him or her in Section 1064.03, the Service Director may, when he or she determines it to be reasonably feasible to do so, authorize the collection of refuse materials from dwellings within the City which do not otherwise qualify for collection pursuant to the terms of this chapter or the regulations specified thereunder, but the Service Director shall not be authorized to cause such collection to be made unless the following provisions are met:

(1) The person requesting such collection shall make application therefor on forms to be provided by the Service Director not less than twenty-four hours before the requested time of collection;

(2) A fee of \$10.00, payable in cash or check only, shall be paid with each application;

(3) Requests may also be filed in person during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday at the Division of Building Engineering and Inspection, or may be mailed to same. In the case of mailing, the request shall be deemed effective upon receipt.

(b) The request for special collection may be denied if the person making such request has been previously notified of (and failed to abate) nuisance conditions as defined under Chapter 1460 within the property which is the subject of the request.

(c) Nothing in this section shall be deemed to prohibit the Service Director from refusing to make such collection within the discretion granted to him or her by this chapter or from imposing such additional restrictions as he or she deems necessary under the circumstances.

1064.08 DEFINITIONS.

As used in this chapter:

(a) "Blight conditions" means any two or more circumstances or conditions defined in Chapter 1442 and Chapter 1460 or otherwise in combination with debris that is strewn around or floating or being blown about or in combination with any known violation of state or federal environmental protection agency regulations, and which circumstances are not corrected or abated in accordance with due notice thereof by the Building Commissioner and/or the Director of Housing and Community Development posted upon the premises or served in person or via express mail (public or private) either to the owner thereof or to the occupant therein.

(b) "Nuisance" as used herein means any condition defined in Chapter 1442 or Chapter 1460 of the Building Code which commonly contributes to or causes "blight conditions".

(c) "Waste, waste materials, debris and refuse" includes all materials or products or portions thereof no longer needed or wanted or required including, but not limited to: ashes, debris, garbage, refuse, rubbish, paper, plastic, metals, burnable and nonburnable trash and all other unneeded goods or materials which is in the possession of or under the control of any person or entity solely until disposition can be made to a dump or waste disposal facility.

1064.09 INDOOR WASTE STORAGE.

Indoor storage of waste materials and refuse shall be in full conformity with the requirements of the Ohio Building Code, Residential Code of Ohio, and/or any maintenance code adopted by these Codified Ordinances herein, including, but not limited to, requirements for fire protection, and more specifically requiring fire sprinklers for areas over 24 square feet.

1064.10 OUTDOOR WASTE STORAGE.

(a) No waste materials or refuse may be accumulated and/or stored outside any structure or in the outdoors in a U-4, U-6, U-7 or U-8 district, and the same is hereby declared a nuisance except when abated by screening constructed or installed in conformity with a permit issued by the Division of Building Engineering and Inspection for the construction of a masonry or wooden "structure", as defined in Section 1240.06(c) of the Planning and Zoning Code, all for

the purpose of shielding or screening of waste materials and refuse deposited in waste or refuse containers or dumpsters or trash compactors, all of which is hereinafter referred to collectively as "screening".

(b) (1) Such permit applications shall be filed, with plans or sketches, in multiple copies with the Division for review by the Building Commissioner as permitted by Chapter 242, by the City Architect as provided in Chapter 246, and by the Chiefs of Police and Fire for safety considerations.

(2) Such review shall be to approve location, size and overall design and waste shielding effectiveness and suitability considering the provisions of this chapter and such other factors as may be relevant to the expressed purposes of this chapter.

(3) In the event that there is more than one and less than six abutting or contiguous commercial property users, the owners or operators may jointly apply for approval to join in screening or enclosing and thereafter jointly managing waste and refuse, provided, however, that the construction and design shall be uniformly of the same type and architectural appearance.

(c) Such permit application shall reflect the composition of and the proposed location of the screening on the lot and proposed rear and side yards; traffic patterns for pedestrians and garbage pick-up trucks; motor vehicles and parking; size and layout; height; cubic footage; and materials.

(d) The rejection of any application for a permit under this chapter may be appealed to the Board of Zoning Appeals under procedures otherwise provided in these Codified Ordinances, subject to the standards in Section 1064.11.

1064.11 STANDARDS FOR SCREENING.

(a) Location.

(1) Exterior screening shall not be erected closer than twenty feet from any residence or secondary or appurtenant structure that is located in a U-1, U-2 or U-4 District.

(2) Exterior screening shall not be located so as to inhibit or impair vehicular or pedestrian movement generally in, upon or about the premises.

(b) Height and Size of Screening. Height and size shall be no higher than six feet above adjacent grade, nor any higher than is necessary to fully conceal any containers or compaction unit sheltered within the screening.

(c) Overall Design and Waste Shielding Effectiveness and Suitability of Screening. Such screening shall:

(1) Be constructed or installed to allow ventilation to prevent the accumulation of odors.

(2) Be sealed to inhibit rats and other vermin from crawling around or rummaging through such refuse and waste.

(3) Be large enough to permit washing, sweeping out and cleaning, for a distance of at least eight inches above grade.

(4) Be equipped with gates, doors or other substantially equivalent closure of sufficient size to allow removal and replacement of any container or containers stored within such enclosure.

1064.12 MAINTENANCE REQUIREMENTS.

(a) The screening of all interior screened areas shall be washed and swept regularly and shall remain clean at all times.

(b) All areas in and about the screening and all compactors and all rubbish containers shall be managed and maintained in a clean and sanitary manner so as not to be overfilled or overflowing and so as to inhibit and prevent such materials from spilling over or blowing or drifting about outside of such containers.

1064.99 PENALTY; ABATEMENT OF NUISANCES.

(a) Whoever violates any provision of this chapter in addition to any other action by the City, may be declared by the Building Commissioner and/or the Director of Housing and Community Development to have committed a nuisance in accordance with the procedures provided in Section 1442.01(d) of the Building and Housing Code and such nuisances may be abated as permitted under Sections 1460.08, 1064.11 and 1064.12 and the Law Director may seek the injunction thereof.

(b) Whoever violates Section 1064.10 of this chapter without abatement by filing a permit application as provided for in Section 1064.10(b) in this chapter, within ten (10) days after due notice from the Building Commissioner, shall be guilty shall be guilty of a misdemeanor of the first degree for each and every subsequent offense and shall be fined not more than one thousand

dollars (\$1,000.00) or imprisoned not more than six months, or both. . A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(c) Whoever violates any other provision of this Chapter shall be guilty of a misdemeanor of the first degree for each and every offense and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than six months, or both. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

ORDINANCE NO. 2022-34

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1060 ENTITLED “SIDEWALKS, DRIVEWAYS AND
TREE LAWNS” AND DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments; and

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1060 entitled “Sidewalks, Driveways and Tree Lawns” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

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 determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1060 SIDEWALKS, DRIVEWAYS AND TREE LAWNS.

1060.01 INSPECTION BY BUILDING COMMISSIONER AND/OR THE DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT.

The Building Commissioner and/or the Director of Housing and Community Development, from time to time, shall inspect the sidewalks, driveway aprons and tree lawn areas within the City to determine whether it is necessary to construct, grade, repair or replace such sidewalks, driveway aprons or tree lawn areas.

1060.02 NOTICE TO OWNER OR OCCUPANT TO REPAIR.

Whenever the Building Commissioner or assistant and/or the Director of Housing and Community Development, upon any such inspection as referred to in Section 1060.01, shall determine that it is necessary to construct, grade, repair or replace any sidewalk, driveway apron or tree lawn within the City, he or she shall prepare a notice showing the location of the sidewalk, driveway apron or tree lawn area; the nature of the construction, grading, repairing or replacement necessary; and the materials to be used. The Building Commissioner and/or the Director of Housing and Community Development shall serve such statement or notice either personally or by mail or certified mail to the owner, occupant or person in control of the property, or shall leave the same at such person's usual place of business, or shall post the same in a conspicuous place on the real estate involved. The notice may be served by publishing it once in a newspaper of general circulation within the City if it cannot be served in any of the other ways above mentioned. This notice shall fix a time within which such construction, grading, repairs or replacement must be completed. Such notice shall be delivered, mailed or posted in the same manner as provided in Section 1474.03.

1060.03 REPAIR BY OWNER OR OCCUPANT.

If the construction, grading, repairs or replacement is performed by the owner or his or her agent, the owner or agent must first obtain a permit and pay any fees established by ordinance of Council. The work shall be performed under the supervision and to the satisfaction of the Building Commissioner and/or the Director of Housing and Community Development.

1060.04 MAINTENANCE OF EXTERIOR PROPERTY AREAS.

(a) No owner, agent or occupant of any premises shall maintain or permit to be maintained at or on the exterior property areas of such premises any condition which deteriorates or debases the appearance of the neighborhood; reduces property values in the neighborhood; creates fire, safety or health hazard; or which is a public nuisance; including but not limited to the following:

- (1) Broken or dilapidated fences, walls or other structures.
- (2) Improperly installed or maintained public sidewalks, walks, driveways and driveway aprons which are in a defective condition in any of the following listed particulars:
 - A. Any concrete block or stone having multiple cracks or any single crack larger than one-half inch in width extending for a linear distance of one foot.
 - B. Adjoining sections of concrete block or stone or portions thereof, whose edges differ vertically by three-fourths of an inch or more, extending for a linear distance of one foot or more.
 - C. Concrete blocks or stone having a transverse slope in excess of three-fourths inch per horizontal foot toward the street.
 - D. Concrete blocks or stone having a reverse slope or slope toward property that impound water to a depth of one inch or more.
 - E. Concrete blocks or stone having depressions that impound water to a depth of one inch or more.
 - F. Concrete blocks or stone having disintegrated or deteriorated areas. Provided further that every public sidewalk shall be concrete or stone.

(b) The owners of the premises shall have 60 days after notice of a violation of division (a) hereof, to complete the specified repairs, replacement or releveling. Failure on the part of the owner to complete and perform the work within the specified time, or any reasonable extension

thereof duly granted by the City, shall subject the owner to a citation for violating these provisions and subject the owner to the penalties set forth in Section 1060.99.

(c) Any owner who believes that the requirements of the notice provided requires unreasonable work or is contrary to the Codified Ordinances of the City, shall be entitled to submit an administrative appeal to the Building Commissioner and/or the Director of Housing and Community Development within fifteen (15) days of delivery of the notice to the owner of the premises, and the decision of the Building Commissioner and/or the Director of Housing and Community Development as to any adjustment whatsoever shall be made within fifteen (15) days thereafter and shall be final.

1060.05 DRIVEWAY PERMITS.

(a) All private driveways shall be laid, and shall be repaired, under the supervision and subject to the approval of the Building Commissioner and/or the Director of Housing and Community Development of the City. No driveway shall be constructed or repaired until a permit therefor has been issued by the Commissioner, who shall issue such permit upon application therefor without cost, provided that no such permit shall be required when construction work is done by the City.

(b) No work shall be done under such permit unless the Building Commissioner and/or the Director of Housing and Community Development shall have been given at least twenty-four hours notice of the time of performing such work. The City Engineer is hereby directed to provide for the inspection of such work during its performance to ensure that the work shall be carried on and completed in accordance with the specifications and requirements of this chapter.

(c) All existing private driveways within the City shall be subject to the provisions of this chapter.

1060.06 DRIVEWAY SPECIFICATIONS.

(a) All private driveways intersecting sidewalks in the City shall be constructed on a level with the surface grade of the sidewalks so intersected unless a different method of construction shall be recommended by the City Engineer.

(b) All private driveways when hard-surfaced shall be constructed and maintained either with monolithic (one coat) concrete to the minimum thickness of four inches with wire mesh, or six inches without wire mesh, mixed and cast according to the specifications set forth in Section 1060.07, or shall be constructed and maintained with asphalt, asphaltic material, or asphaltic or bituminum compound, mixed and laid according to specifications set forth in Section 1060.08 provided, however, that no asphalt, asphaltic material or asphaltic or bituminum compound shall be used for the construction or maintenance of any public sidewalk or portions thereof.

(c) All private driveways within the limit of any public highway, that is, that portion of the driveway commonly known as the apron, between the inside of the sidewalk and the curb, shall be constructed of concrete as specified in Section 1060.07 and shall terminate at the curb line, so flared on each side as to form a turn-out of not less than four feet radius. The radius of the turn-out shall be increased in the instance of narrow or heavily traveled streets as may be indicated by the prevailing conditions and as determined and approved by the City Engineer.

(d) The sidewalk portion of the driveway except where it is impractical because of existing construction, shall be pitched toward the curb at the rate of one-half inch to the foot. The elevation of such sidewalk portion of the driveway except where existing construction prohibits, shall be sufficiently higher than the curb to permit the tree lawn to be sloped not less than three-quarters of an inch to the foot.

1060.07 SPECIFICATIONS FOR CONCRETE WORK.

(a) Residential and Nonresidential Specifications. All concrete work, whether original installation or repair work, shall be applicable to the construction of any residential driveway and driveway apron, whether or not such is intended for public or private use, for driveways within the limits of any public highway and for all public sidewalks in the City, and shall meet and be governed by the specifications set forth herein.

(1) Any and all concrete used for any purposes shall:

- A. Contain a cement content of six bag mix at 94 pounds per bag, of Portland cement.
- B. Have an air entrainment of 6% to 8% at the time of pour.

C. Consist of sound coarse aggregate one inch or smaller required, and shall meet with all Ohio Department of Transportation Construction and Material Specifications publication in accordance with Section 703.02.

D. The sand used in concrete work shall be clean, sharp lake or bank sand, containing less than 6% of loam or other foreign substances and shall be entirely free from clay, shale or vegetation. All sand used shall be uniformly graded from that which will pass a No. 4 sieve to a No. 100 sieve, and at least one-third of the material shall be retained upon a No. 30 sieve. Materials shall meet with all current Ohio Department of Transportation Construction and Material Specifications publications then in effect.

E. Contain no more water than will permit a slump between a minimum of four inches and a maximum of six inches.

F. Have a uniform thickness of four inches with mesh or six inches without mesh in the private driveway and six inches with mesh or eight inches without mesh in the driveway apron, and that portion of the public sidewalk crossed by such driveway, and four and one-half inches in the public sidewalk.

(2) Curing; mixing; finishing.

A. Curing compound must be applied immediately after broom finishing without damaging the surface according to manufacturer's recommendations.

B. Calcium or other admixtures shall not be added at the job site.

C. Minimum floating and finishing required. A broom finish shall be required. Finishing must be delayed until water sheen (bleed water) has disappeared from the surface.

(3) Base.

A. Base must be smooth and consist of undisturbed or compacted earth. A stone, gravel, limestone screenings or nonsettling material approved by the Building Commissioner may be used as a leveling course. Excavations or trenches under a drive must be compacted or filled with a nonsettling material. The use of cinders is prohibited.

B. Subgrade or base shall be dampened if dry before pouring.

(4) Joints.

A. Control joints, whether hand-tooled or sawn, shall be to a depth of one-fourth the thickness of the slab. The dimension of any control joint panel shall not exceed ten feet.

B. Isolation joints shall be required where concrete abuts any structure, including but not limited to, foundations, garage floors, stoops and paved streets.

(5) Time of Pour.

A. Where the temperature in the surrounding area is below 70°F., the maximum allowable time from loading to pour shall be one and one-half hours.

B. Where the temperature in the surrounding area is above 70°F., the maximum allowable time from loading to pour shall be one hour.

C. No concrete shall be poured between November 15 and April 30, without applying a six inch cover or an approved blanket cover.

(6) Nonresidential Concrete Drive: Plant and Contractor's Report.

A. In any construction within the application of this chapter all suppliers shall, at the time of loading for delivery to a user, complete a form entitled "Nonresidential Concrete Drive: Plant and Contractor's Report, Part I" which shall state:

1. Delivery destination;
2. Size of load;
3. Concrete mix;
4. Air entrainment;
5. Amount of water added at plant;
6. Admixture added;
7. Amount of calcium chloride added;
8. Time of truck loading.

B. In any construction within the application of this chapter the contractor or his agent shall complete a form entitled "Residential/Nonresidential Concrete Drive: Plant and Contractor's Report, Part II" which shall state:

1. Address or subplot number of pour location;
2. Time of arrival;
3. Time of pour;
4. Name of builder or user;
5. Name of cement contractor or user;
6. Amount of water added at the job site;
7. Area temperature at time of pour;
8. Curing compound used and type.

C. An original and two copies of the Report shall be signed by the individuals completing the report. The above persons, by affixing their signatures to this report, warrant that the statements contained therein are true, under penalty of law. The original shall be sent to the Building Commissioner, a copy sent to the builder and a copy retained by the supplier.

(b) Specific Requirements.

(1) All concrete used shall be subject to a strength test, if ordered by the Building Commissioner, such test to be made by a reputable laboratory selected by the Commissioner. If such test is required, three test cylinders, six inches in diameter and twelve inches high, shall be made as described in "Standard Method of Making and Storing Compression Test Specimens of Concrete in the Field", A.S.T.M. Designation C 31-33 for testing in accordance with "Standard Methods of Making Compression Tests of Concrete", A.S.T.M. Designation C 39-33; three such cylinders shall be used to adequately perform the required seven-day test, and three cylinders to adequately perform the 28-day test. The resulting compression strength must not be less than 2,500 pounds per square inch in seven days and not less than 4,000 pounds per square inch in 28 days. Strength tests may be utilized for the purpose of checking on quality of materials used and method of mixing. If any tests fall below the standard of specifications set forth herein, the Building Commissioner may, at his or her discretion, order the contractor to discontinue the use of any cement, sand or stone being used in the concrete, and to supply other grades of materials which will produce the standard strength as specified above. The costs of all such tests shall be at the expense of the contractor.

(2) Excavation of subgrade shall be made to the depth necessary to permit the required thickness of ballast and thickness of concrete for the specified installation. The contractor shall remove all spongy material, roots, shale, loam and earth, and all material excavated shall be removed from the premises by the contractor. Any fill necessary to level shall meet the specifications of this chapter and shall be compacted uniformly as may be approved by the Building Commissioner or his or her inspector.

(3) No broken concrete may be used as a part of the bed unless the excavation is carried deep enough to permit the use of such broken material below the required thickness of finished concrete, as required by this chapter. Ballast under concrete sidewalk shall have a thickness or depth after rolling of three inches, under residential driveway aprons and that portion of the public sidewalk crossed by such driveways of four inches, and under commercial driveways and that portion of the public sidewalk crossed by such driveways of six inches.

(4) Concrete shall be thoroughly mixed before being deposited in clean, steel forms adequately braced to prevent distortion from the specified dimensions. Steel forms shall be used on all straight sections of sidewalk. Wood forms shall not be used except for single sections of five feet or less, for special curved sections or for such special work as may require wood forms and permission therefor is given by the Building Commissioner. All forms used, whether steel or wood, shall not be permitted to become warped or twisted, shall be subject to the approval of the Building Commissioner or his or her inspector, and shall be of a size sufficient to produce an installation of the required thickness. All forms shall be kept clean and free from defects and shall be coated with a suitable oil before filling with concrete.

(5) Foundation beds shall be sprinkled immediately prior to the pouring of the concrete, which when mixed shall be rapidly deposited in the forms; any concrete not in final position within 30 minutes after completion of the mixing must be discarded. Under no circumstances may concrete that has partially set be used, and the remixing of such materials is specifically prohibited. Concrete shall be deposited between bulkheads to a uniform thickness and to the full depth and width of the form; any irregular or sloping surfaces shall be avoided. Concrete after being placed or poured shall be thoroughly tamped and consolidated so that none of the limestone appears on the surface, and it shall be thoroughly compacted and brought to the proper pitch and grade with a templet or straight edge.

(6) Immediately prior to finishing the surface, the concrete shall be cut into slabs not longer than ten feet on any one side. Control joints, whether hand-tooled or sawn, shall be to a depth of one-fourth the thickness of the slab. Approved expansion joints shall be used on each side of the driveway where it passes through the public sidewalk.

(7) Finishing of the work shall immediately follow the placing and compacting of the concrete after the water sheen has disappeared from the surface. The least amount of finishing should be done; water shall not be added to the surface. All surfaces shall be free from depressions or inequalities. The application of dry cement to hasten drying of the surface is specifically prohibited.

(8) In rainy weather, concrete shall be protected as soon as it is finished, and in hot or dry weather, the concrete shall be properly cured with an approved curing compound, as per

manufacturer's specifications. No concrete shall be poured between November 15 and April 30 without applying a six-inch straw cover or an approved blanket cover.

(9) Prepared strips of bitumen and fiber or mineral aggregate shall be placed in concrete installations at intervals of at least 40 feet, and shall also be placed at all points where the work abuts curbing or a lateral sidewalk, and along the line of a building where the work is laid full width from the curb to a building or other structures. Similar joints shall be placed around all water meter covers, gas boxes, hydrants, lamp tankards or other fixed objects projecting through the installation. All such strips shall be one fourth of an inch in thickness, except for transverse joints when the temperature is below 70°F., in which event the strips shall be one-half of an inch in thickness. The top of the strip shall be cut off flush with the top of the concrete.

(10) While the above specifications are based on the use of "ready mix" concrete, it will be permissible to mix the concrete at the site of installation, provided an inspector is present and further provided the concrete is mixed in a mechanical batch-type mixer operated for two minutes at the rate of 12 to 18 revolutions per minute. Mixing by hand in a box or on a platform is prohibited. Not more than five gallons of water shall be used per sack of cement and all quantities of sand and aggregate shall be measured before placing in the mixer. Proportions shall be governed by the specifications set forth in this chapter.

(11) Concrete installations regulated by the requirements of this chapter shall have the following thickness or depth when used for the following purposes:

A. Public sidewalks, except that portion crossed by a driveway, shall have a thickness of four and one-half inches, with a sand ballast of three inches;

B. That portion of private residential driveways within the limits of any public highway (commonly called driveway aprons), and including that portion of the public sidewalk crossed by such driveways, and a private driveway not within the limits of a public highway, shall have a thickness of six inches with a sand ballast of four inches; and

C. Private commercial driveways within the limits of any public highway, and including that portion of the public sidewalk crossed by such driveways, shall have a thickness of eight inches or as may be required by the Engineer, with a sand ballast of six inches. Sand ballast shall be thoroughly tamped. The foregoing specifications are the minimum requirements, and any installation which fails to meet such specifications will be considered as faulty and will be condemned and required to be replaced. Determination of such measurements shall be made after the sand ballast has been thoroughly compressed or compacted in place.

(12) The contractor shall use all due precautions to protect, and shall follow, stakes and working lines approved by the Building Commissioner. All work shall be carried on and material placed so as to offer the least possible obstruction to vehicular or pedestrian traffic. Barricades and red lights shall be maintained by the contractor for such period as may be required.

(13) No water may be used from City mains by a private contractor unless permission shall be granted and provision made for the method of measurement and payment for water used.

(14) Upon completion of any work, the area adjacent thereto shall be cleaned of all waste material, excavated dirt, etc., which the contractor shall remove to the nearest dump.

(15) No truck washout and/or excess, left over, unusable concrete shall be washed into any private or public sewer system.

1060.08 SPECIFICATIONS FOR ASPHALTIC INSTALLATIONS.

(a) The base for all asphaltic installations shall be six inches in finished depth, and such base shall be of limestone ranging from two inches to one-half inch screen, and all loads delivered shall be of uniform mix without segregation of sizes. This material shall be evenly spread over the rolled subgrade, and thoroughly consolidated with a power roller of at least five tons weight. Voids shall be filled with fine screenings after the initial rolling and the surface sprayed with water during the final roller operation. The finished top of the base shall be uniform in surface and shall show no loose aggregates.

(b) An alternate base may be made by using portland cement concrete four inches in depth. Such concrete shall be composed of one part cement, two and one-half parts sand and four parts limestone. Only enough water shall be used to provide workability of the mix and the material shall be hand-tamped in place on the rolled subgrade. A covering of burlap or heavy paper shall be left on for a period of at least six days before applying the two-inch asphalt surface.

(c) When the base has thoroughly dried to the satisfaction of the Building Commissioner, the two-inch asphalt wearing surface may be laid. On the foundation, as heretofore required,

there shall be laid the bituminous concrete wearing surface, which shall consist of a mineral aggregate mixed with bituminous cement and laid as hereinafter specified. This wearing surface shall have a thickness of two inches after thorough compression with a roller weighing at least five tons.

(d) The mineral aggregate shall consist of a mixture of broken stone and sand to which in some cases may be added a small quantity of stone dust or portland cement. Any sound, durable stone such as trap rock, blue limestone, or granite, usually considered suitable for macadam surface, may be used. The stone must be broken as nearly cubical as practicable and shall not show distinct planes of cleavage or crystalline faces and shall not crush or split under the roller when being consolidated in the installation. For the wearing surface the stone shall vary in size from that passing a one and one-fourth inch screen to that held on a one-fourth inch screen. The dust or fine screenings shall be removed from the stone if excessive and irregular in quantity. The sand shall be similar in character to that commonly used in sheet asphalt mixtures. It shall be hardgrained and moderately sharp, free from loam or other foreign material and vary in size from that passing a one-fourth inch screen to dust passing a 200 mesh screen. There shall not be over 5% passing the 200 mesh screen and not over 30% on the ten mesh screen. The dust which may be added to the mixture shall be either portland cement or finely ground limestone. Not over 4% by weight shall be added to any bituminous concrete mixture and a screening of the combined aggregate should not be over 6% of 200 mesh material.

(e) The proportions of the various ingredients composing the bituminous concrete shall be approximately three parts of stone to two parts of sand, to which shall then be added bituminous cement sufficient so that from 7% to 10% by weight of the mixture shall be bitumen soluble in carbon disulphide.

(f) The mineral aggregate shall, before mixing with the bituminous cement, be dried and heated in driers of approved type in which the material does not come in contact with fire or flames. The driers shall be of the revolving type, agitating and turning the material during the process of drying. When the aggregate is thoroughly dried and heated to a temperature from 250 degrees to 355 degrees Fahrenheit, depending upon the climatic conditions and the bituminous cement used, it shall be immediately, before being cooled or exposed to moisture, mixed in a box known as the "pug type" with the hot bituminous cement, as hereinafter specified. If stone dust is used, such material shall be introduced directly into the mixer without passing through the drier.

(g) The asphaltic cement used as the binding material shall be prepared from refined oils having asphaltic base. The material shall be prepared with asphaltic petroleum oils, to produce the required consistency. The asphalt shall be homogeneous, free from water, and shall not foam when heated to 175 degrees Centigrade. Such asphalt shall meet the following requirements:

- (1) Specific gravity 25°C., not less than 1.01
- (2) Flash point, not less than 175°C.
- (3) Softening point 40° - 55°C.
- (4) Penetration 25°C. 100 gr. 5 sec. 80 - 90
- (5) Loss at 163°C. 5 hours 1% maximum
- (6) Penetration residue, 25°C. 100 gr. 5 sec. at least 55
- (7) Total bitumen, at least 99.5
- (8) Organic, insoluble 0.2 max.

The contractor must certify in writing to the Building Commissioner or his or her inspector, the character of the asphalt and the source of supply which he or she contemplates using, prior to beginning the work.

(h) The mixture shall be spread by shoveling into place on the foundation and leveling with heated metal rakes so that when compressed by a self-propelled roller weighing at least five tons, it shall be two inches in thickness with surface even and true to grade. Along the curb and around manholes, meter boxes and other obstructions where the roller cannot reach, the compression shall be obtained by hot iron tampers. As soon as the temperature will permit, the mixture shall be rolled and the rolling continued lengthwise and diagonally until all roller marks have disappeared and the surface gives indication of no further compressibility. When a joint is necessary, the material shall be trimmed to a rough feather edge, painted with asphaltic cement, and the hot material then raked over the joint and thoroughly tamped and rolled. The process of laying must be continuous throughout each day's operation to avoid unnecessary joints or lack of cohesion between the different batches delivered and installed.

(i) As soon as possible after the rolling of the mixture is finished and while the surface is still warm and clean a coat of pure asphalt cement, heated to a temperature of from 280 degrees to 320 degrees Fahrenheit shall be spread over the surface and evenly distributed with rubber

squeegees or roofing mops. Only sufficient material shall be used to flush the surface voids without leaving an excess. Immediately over this cement application a top dressing of torpedo sand or fine gravel, free from dust, which must be thoroughly dried and heated shall be spread and rolled into the surface. A small excess of gravel may be left to be worn in or away by traffic.

1060.09 RESPONSIBILITY OF CONTRACTOR.

(a) In the construction of driveways and sidewalks the contractor shall avoid injury to trees, hedges, fences, flagstones and all other construction previously installed, and he or she shall employ such safeguards as may be ordered by the Building Commissioner or his or her inspector. The contractor shall also fill in the tree lawn at each side of the driveway with topsoil and shall seed the same.

(b) No material shall be permitted on any street or sidewalk, nor shall any mixing be permitted on any street or sidewalk. No hand mixing shall be permitted on any kind of work on City property.

(c) It shall be a duty of the contractor, under the Building Commissioner's direction, when repairing existing drives to notify all owners that work on their drive will start at a given time. If for any good reason the owner cannot have the work done on the day specified, it will be passed until later, but only for a reasonable time.

1060.10 SIDEWALK PERMITS.

(a) Any person desiring to lay or re-lay any sandstone flagging or concrete sidewalk, or to perform any other sidewalk work on public property in the City, shall first apply to the Building Commissioner for a permit, which shall be issued without cost.

(b) All replacements of curb or sidewalk shall be of the same material, dimensions and quality as the original, except that the use of stone slabs less than three feet in length is prohibited in original or replacement work. The City may order any replacements removed which do not comply with such requirements.

1060.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a minor misdemeanor for the first offense and shall be fined not more than one hundred dollars (\$150.00). For any subsequent offense, such person is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than one hundred eighty (180) days, or both, for each offense. Each day's continued violation shall constitute a separate offense.

ORDINANCE NO. 2022-35

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1280 ENTITLED “SUPPLEMENTAL
REGULATIONS” AND DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

WHEREAS, the City wishes to refer specifically in its codified ordinances to the Division of Building, Engineering and Inspection, for purposes of consistency with the City’s Charter

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

Section 1. Council hereby amends Codified Ordinance Chapter 1280 entitled “Supplemental Regulations” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1280 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1280 Supplemental Regulations

1280.10 RENTAL OF ONE- AND TWO-FAMILY DWELLING UNITS IN U-1 AND U-2 DISTRICTS.

(a) Findings, Purpose and Intent. By adopting this section, the City of University Heights acknowledges the overall general increase of rental properties and because the U-1 and U-2 Districts have special features, characteristics, needs, issues, concerns and problems that are not prevalent in other zoning districts. These concerns include the safety and the tranquility of the residential neighborhood, both of which may be impaired by, among other things, the significant increase in parking of vehicles at one- and two-family dwellings. It is with these concerns in mind that the City now adopts this section in an effort to help ensure safe living conditions and adequate parking areas, as well as to avoid overcrowding in the U-1 and U-2 zoning districts.

(b) Permit Required.

(1) No owner, renter, tenant or regular occupant of any single-family or two-family dwelling in the U-1 and U-2 zoning districts shall rent, lease or regularly occupy any dwelling unit without first obtaining a rental permit from the City **Division of Building, Engineering and Inspection and the Department of Housing and Community Development**, except in the following circumstances:

- A. The owner resides in the dwelling unit; or
- B. Both of the following criteria are met:

1. The dwelling unit is occupied by one family as defined in Section 1240.10 and the family is related by blood, marriage or adoption to the owner of the dwelling unit; and

2. No monetary or in-kind consideration is exchanged between the owner and the subject family. For purposes of this section, in-kind consideration does not include child care, elder care, other caregiving among family members, housekeeping, landscaping, repairs or maintenance, household chores or services, and such other customary deeds or services among family members.

(2) A dwelling unit may be occupied by one family as defined in Section 1240.10 and/or 1472.14 (or related by blood, marriage or adoption) or can be occupied by not more than three unrelated persons. "Regular occupancy" means the physical presence of a person in the dwelling unit overnight for at least 15 nights in a consecutive 30-day period.

(3) Any one- or two-family dwelling including those with a rentable third floor shall be required to obtain a rental permit.

A. One-family dwelling. Each third floor unit shall be limited to one tenant and have its own private bath complete with shower and/or tub, toilet, and sink. No culinary or cooking equipment shall be permitted within this area. (See Section 1472.30 for definition of "culinary facilities").

B. Two-family dwelling. Each third floor unit must meet all the requirements of a one-family third floor unit. In addition the unit must have direct access to the outside without traversing through any other unit.

(c) Rental Permit Application.

(1) The application for a rental permit shall contain the following information and any additional information the Building Commissioner **or the Director of Housing and Community Development** finds necessary:

- A. The name and signature of the owner of the property, including the mailing address and the telephone number;
- B. The name and phone numbers of the primary contact tenant;
- C. The name of each tenant and, if under the age of 21, his or her permanent address.
- D. Affirmation that the property is not delinquent on property taxes or is enrolled in a payment plan for delinquent property taxes.
- E. Any application shall be accompanied with the fee provided for in division (f) of this section.

(2) Upon filing an application for a rental permit, the **Division of Building, Engineering and Inspection and Department of Housing and Community Development** shall inspect the dwelling unit to determine the following:

- A. That the dwelling unit is of adequate size and has an adequate number of sleeping rooms to accommodate the proposed number of tenants, renters or regular occupants, including

the requirements under this Zoning Code, Building Code, and Housing Code that are applicable.

B. That one off-street parking space per tenant shall be provided.

C. That the dwelling unit shall not contain culinary facilities outside of the kitchen. (See Section 1472.30 for the definition of "culinary facilities".)

D. That each unrelated tenant shall be provided with his or her own bedroom which shall be approved by the Building Commissioner **and Director of Housing and Community Development**. Bedrooms must have a bathroom directly attached or abut a hallway leading to a bathroom and shall be a minimum of 120 square feet in area with no dimension being less than eight feet. Bedrooms in basements or otherwise below grade are prohibited.

E. That such dwelling unit is not and will not be used as a day care center, fraternity house, sorority house, residential cooperative, commune, dormitory, rooming house, boarding house, halfway house or equivalent occupancy. (See Sections 1472.31 and 1472.32.)

F. That the dwelling unit satisfies the provisions of Part Fourteen - Building and Housing Code and Part Sixteen - Fire Prevention Code of the Codified Ordinances of the City.

G. That the owner/landlord acknowledges responsibility for all maintenance, both exterior and interior, adhering to all the adopted State and all local Codified Ordinances within the City and within the U-1 and U-2 Districts of the City.

(3) Upon filing an application for a rental permit, the **Division of Building, Engineering and Inspection or Department of Housing and Community Development** also shall inspect Cuyahoga County property tax records to ensure the owner/landlord has no delinquent property taxes or is enrolled in a payment plan for delinquent taxes for the property listed on the rental application.

(d) Rental Permit Duration. A rental permit shall be valid for the property, for up to the number of occupants authorized in the permit for a two year period from the date of inspection. Should the property ownership change, the rental permit is non-transferable and a new application must be applied for and all requirements must be met by the new owner(s). The owner or occupant is required to notify the **Division of Building, Engineering and Inspection and the Department of Housing and Community Development** whenever there is any change in tenants, renters or regular occupants, however, such a change(s) will not invalidate the rental permit, so long as the number of tenants, renters, or regular occupants permitted on the leased premises does not exceed the maximum tenancy allowed for the property.

(e) Appeal and Special Application for More than Three Unrelated Persons as Tenants.

(1) An owner of a single-family or two-family dwelling may make a written application to the Board of Zoning Appeals to allow occupancy of more than three unrelated persons in a dwelling unit. In reviewing such an application, the Board of Zoning Appeals shall consider the criteria contained in division (c) of this section. However, no provision of this section shall be applied in circumstances where the application of such provision would violate the fair housing rights of the disabled as defined by applicable Federal, State or local law.

(2) An applicant who has been denied a rental permit by a decision of the Board of Zoning Appeals may seek further administrative appeal to the Cuyahoga County Court of Common Pleas.

(f) Application Fee. The fee charged for a rental permit shall be three hundred dollars (\$300.00) for a single-family dwelling. The fee charged for a rental permit shall be four hundred dollars (\$400.00) for both units of a two-family dwelling. The fee charged for one-half of a two family dwelling shall be three hundred dollars (\$300.00). The fee charged for a rental permit shall be one hundred dollars (\$100.00) for a rentable third floor unit. Fees shall be paid at the time the application for a rental permit is filed with the City and for any renewal thereof. For every month, or portion thereof, an additional fee of two hundred dollars (\$200.00) shall be assessed to the owner(s), should the owner(s) fail to comply with this section.

(g) Revocation of Rental Permit; Notice to Show Cause. In addition to any other remedy or penalty otherwise provided in these Codified Ordinances, should the Building Commissioner **or Director of Housing and Community Development** have information or other reasonable cause to find that the holder of any rental permit or his or her tenants has been cited for failure to be in compliance in any respect with the conditions contained in this chapter or in Chapters 648 or 1442 on three different occasions within the duration of the rental permit, the Building Commissioner **or the Director of Housing and Community Development** shall issue, upon the holder thereof by residence service, a notice to show cause to the Building Commissioner **or the Director of Housing and Community Development** within five (5) calendar days thereafter why said permit should not be revoked because of chronic violations. The Building Commissioner **and/or the Director of Housing and Community Development** may revoke said rental permit forthwith. Said permit holder may appeal said revocation to the Board of Zoning Appeals as otherwise provided in these Codified Ordinances. The form of said notice to show cause shall be on a form prepared by the Building Commissioner **or the**

Director of Housing and Community Development and approved as to form by the Law Department. In determining if a rental permit should be revoked, the Building Commissioner or **Director of Housing and Community Development** may consider the following:

(1) Submission of inaccurate or misleading information to the **Division of Building, Engineering and Inspection or Department of Housing and Community Development** to secure a rental permit.

(2) Failure to notify the **Division of Building, Engineering and Inspection or Department of Housing and Community Development** within 30 days of any change of information supplied in the application for the rental permit.

(3) Failure to correct violations discovered during inspection within the time specified in a Notice of Violation or three violations of Chapter 1442 during the duration of the rental permit.

(4) Three violations of Section 648.17 during the duration of the rental permit.

(5) Chronic parking violations on or about the premises, including overnight parking on public street, blocking the public sidewalk and driving or parking on landscaped areas.

(6) Repeated complaints from adjacent residents that conditions exist which are detrimental to the peace and quality of the neighborhood. The Building Commissioner, **Director of Housing and Community Development or** Mayor/Safety Director shall use only such complaints that have been investigated and verified to be valid and based on fact.

(7) Evidence supplied by the permit holder that the nuisance property is being rented to tenants not involved in prior violations of Section 648.17.

(8) County tax rolls that demonstrate the owner/landlord is delinquent in the payment of property taxes or failed to complete a payment plan for delinquent taxes.

(h) Penalty. Whoever violates any provision of this section is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

ORDINANCE NO. 2022-36

INTRODUCED BY: COUNCILPERSON BLANKFELD

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1420 ENTITLED “ADMINISTRATIVE PROCEDURES; GENERAL CODE PENALTY,” AND DECLARING AN EMERGENCY.

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments; and

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

WHEREAS, the City wishes to refer specifically in its codified ordinances to the Division of Building, Engineering and Inspection, for purposes of consistency with the City’s Charter;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1420 entitled “Administrative Procedures; General Code Penalty” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1420 as in existence immediately prior to the passage of this ordinance is hereby amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that references be made to the Division of Building, Engineering and Inspection, for purposes of consistency with the City’s Charter. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1420

Administrative Procedures; General Code Penalty

- 1420.01 Definitions.
- 1420.02 Payment of filing fee required.
- 1420.03 Review of plans.
- 1420.04 Architect and/or engineer and/or other professional consultant.
- 1420.05 Public and commercial buildings.
- 1420.06 Appeals.
- 1420.07 Failure to secure permit after application approved.
- 1420.08 Failure to commence work after permit obtained.
- 1420.09 Altering or deviating from plans.
- 1420.10 Public inspection permitted.
- 1420.11 Report on applications.
- 1420.12 Information for Finance Department.
- 1420.13 Violations.
- 1420.14 Building Department documentation; administrative fees.
- 1420.99 Penalty.

1420.01 DEFINITIONS.

- (a) "Building Commissioner" or "Commissioner" means the Building Commissioner of the City.
- (b) "Director of Housing" or "Director" means the Director of Housing and Community Development of the City.
- (c) "Chief of the Division of Fire" means the Chief of the Division of Fire of the City.
- (d) "City Architect" or "Architect" means the Architect of the City.
- (e) "City Engineer" or "Engineer" means the Engineer of the City, or a professional registered engineer engaged by the City as a consultant.
- (f) "Department of Finance" means the Department of Finance of the City.
- (g) "Department of Public Safety" means the Department of Public Safety of the City.
- (h) "Director of Finance" means the Director of Finance of the City.
- (i) "Division of Building Engineering and Inspection" or "Division" means the Division of Building Engineering and Inspection of the Department of Public Safety of the City.
- (j) "Mayor" means the Mayor of the City.

1420.02 PAYMENT OF FILING FEE REQUIRED.

- (a) Before proceeding with the construction, enlargement, alteration, replacement or repair of any building, structure, or portion thereof in the City, a permit shall be obtained by the owner or his or her duly authorized agent from the Division of Building Engineering and Inspection by filing a written application for permit; however, no application for a permit for any construction, enlargement, alteration, repair or replacement of any building, structure or portion thereof, may be accepted by the Division unless such application is accompanied by filing and plan review fees as follows:
 - (1) Minor alterations, repairs or replacements
(Up to \$1,500.00 valuation) \$ 6.00
 - (2) Major alterations, repairs or replacements
(Up to \$5,000 valuation) 30.00
 - (3) Major alterations, repairs or replacements
(Up to \$10,000 valuation) 40.00
 - (4) Residential buildings
(Single-family and two-family) 50.00
 - (5) Multi-family, public and commercial buildings 60.00
- (b) Also accompanying the application must be two complete sets of plans, drawings and specifications prepared in accordance with this Part Fourteen - Building Code.
- (c) Such application fee shall not be refunded, returned, transferred from one applicant to another or assigned by one applicant to another.

1420.03 REVIEW OF PLANS.

- (a) Within a reasonable time frame after an application, together with its accompanying plans, drawings and specifications, has been received by the Division, the Building Commissioner shall review the same, shall inspect the site of the work proposed to be done, shall check to determine whether the proposed construction conforms to the area

requirements and setback line requirements established by ordinance, shall check the adjacent structures to determine whether the proposed structure is in general conformity thereto, as required by this Building and Housing Code.

(b) In addition, the Commissioner shall examine such application, plans, drawings and specifications to determine whether the same comply with all of the requirements of the Zoning Code and other applicable codes and ordinances of this City. The City Engineer shall also inspect the sewer profile of the site and determine whether proper and adequate storm and sanitary sewers are available and all water lines and grades are proper.

(c) Whenever the aid of a professional registered engineer is necessary, in the opinion of the Commissioner, or is required by applicable ordinance or statute, the Commissioner is authorized to consult with such engineer and secure his or her assistance.

(d) If such application, together with the accompanying plans, drawings and specifications, shall in all respects be proper and shall meet all of the requirements of this chapter and of the various applicable ordinances of the City and if, in his or her opinion, the proposed structure shall not detract from or adversely affect the values of adjoining property or of properties in the vicinity, the Commissioner shall then approve such application in writing.

1420.04 ARCHITECT AND/OR ENGINEER AND/OR OTHER PROFESSIONAL CONSULTANT.

(a) Building Commissioner May Retain Consultants.

(1) When, in the opinion of the Building Commissioner, the advice of a professional City Architect and/or Engineer and/or other professional consultant will aid the Division in passing upon an application, the Building Commissioner, before approving the application, may submit the application, plans and specifications and other pertinent data to the City Architect and/or Engineer and/or other professional consultant.

(2) However, all buildings as described in Chapter 1 of the Ohio Building Code must be submitted to the **Division of Building, Engineering and Inspection** for review by a State of Ohio Certified Plans Examiner. All construction documents shall be submitted in accordance with Ohio Building Code - Section 106 Construction Documents and Section 1420.05 of the City Codified Ordinances.

(3) Upon receipt of an application and accompanying data, the City Architect and/or Engineer and/or other professional consultant shall, within a reasonable time, review the same to determine whether the proposed structure conforms to good architectural practices and the requirements of any applicable ordinances of the City, and whether it will meet the architectural standards observed in the City. The Architect and/or Engineer or other professional consultant shall incorporate his or her findings and recommendations into a written report and return same with the application and accompanying data to the Commissioner. The City Architect and/or Engineer or other professional consultant shall, upon the request of the Building Commissioner, meet with the Division to discuss any pending application or project.

(b) Deposits Required.

(1) To secure reimbursement to the City for actual costs incurred in reviewing plans there shall be left on deposit with the City for any Architect and/or Engineer and/or professional consultant, a minimum of five hundred dollars (\$500.00).

(2) No permit shall be issued unless and until the required professional consultant review fees have been first paid to the City.

1420.05 PUBLIC AND COMMERCIAL BUILDINGS.

(a) In the instance of applications for the construction, remodeling or alteration of any public building, commercial building, gas station, or apartment building containing more than four suites, the Building Commissioner shall submit the application, drawings and other data to the City Architect and the Chief of the Division of Fire and secure the written opinion of the Architect and the approval of the Chief.

(b) In the instance of applications enumerated in this section, the Chief of the Division of Fire shall review same to determine whether the proposed structure presents any undue fire hazards, whether the same will be constructed so as to minimize the danger of loss of life or damage to property by reason of fire, and whether the same complies with the requirements of the applicable ordinances of the City, the statutes of the State of Ohio, the regulations of the Department of Industrial Relations, State Fire Marshal and other administrative agencies having jurisdiction over fire hazards or standards of fire prevention.

(c) In the instance of applications enumerated in this section, the City Architect shall review same to determine, in addition to the requirements of Section 1420.04, whether the structure will comply with the structural requirements of the statutes of the State governing the construction of public and commercial structures and other administrative agencies having jurisdiction thereof.

1420.06 APPEALS.

(a) Any applicant who has had an application for a permit for the construction, alteration, enlargement or repair of any building or structure rejected or who believes that a request or requirement of the Division is unreasonable or contrary to this chapter may appeal to the Board of Zoning Appeals as provided by Chapter 1244 of the Codified Ordinances.

(b) No permit shall be issued while an appeal is pending before the Board, nor while litigation is pending in any court challenging the Board's action, nor while any appeal is pending from any court's action overriding or reversing the Board's action, nor during the time within which such appeal from a court's action can lawfully be taken.

1420.07 FAILURE TO SECURE PERMIT AFTER APPLICATION APPROVED.

If a building permit for any approved application shall not have been paid for and issued within four months from the date of its approval, such application shall be deemed and held to be void and of no effect, and thereafter, if the applicant wishes to reinstate the application, it must be refiled as a new application and the fee again paid as provided in Section 1420.02.

1420.08 FAILURE TO COMMENCE WORK AFTER PERMIT OBTAINED.

(a) If a building permit has been applied for and issued upon an approved application, but the work authorized thereby has not been commenced within six months from the date of issuance of the permit, then such permit shall be void and of no effect. Such permit may be reinstated by the refiled of the application together with the necessary plans, drawings and specifications, and the payment of the fee as provided for in Section 1420.02. Thereafter such application shall be deemed to be a new application and the necessary procedures required shall apply.

(b) No permit fee shall be returned, transferred or assigned, but it may be credited against any permit fees later due as a result of any subsequent submission of an application by the same applicant.

1420.09 ALTERING OR DEVIATING FROM PLANS.

No person shall erase, alter or modify any lines, figures or coloring contained in or upon any plans, drawings or specifications filed with the Division after they have been approved, or deviate therefrom in the execution of the work without the written consent and authorization of the Division.

1420.10 PUBLIC INSPECTION PERMITTED.

Applications, together with their accompanying plans, drawings and specifications, shall be available for public inspection at the office of the Division at such times designated by the Division. No member of the public shall remove any application, drawings, plans, specifications or other pertinent data from the office of the Division without the express consent of the Division.

1420.11 REPORT ON APPLICATIONS.

(a) At least once each week the Building Commissioner shall make a written report of all pending applications approved by the Division. A copy of this report shall be transmitted to the Mayor and each Council member and to such other department heads as may be necessary or expedient.

(b) Such report shall contain, as a minimum, the following:

- (1) The application plan number.
- (2) The location of the proposed structure.
- (3) The date of filing of the application.
- (4) The type of structure.

1420.12 INFORMATION FOR FINANCE DEPARTMENT.

The Division in receiving funds by way of fees or deposits required by any code, ordinance or resolution of this City, or in making certification for refund thereof, shall provide full information with respect thereto for the Department of Finance, and in so doing shall utilize such forms as shall be approved by the Director of Finance.

1420.13 VIOLATIONS.

(a) No person shall construct, erect, build, or cause to be constructed, erected or built, any building or structure, or make any addition thereto or alteration thereof, without first complying with all requirements and provisions relating thereto contained in this Building and Housing Code.

(b) No architect, engineer, contractor, subcontractor, agent, employee or any other person shall violate or assist in violating any of the requirements or provisions of this Building and

Housing Code relating to the filing of any application for a building permit, or violate or assist in violating any of the requirements or provisions of this chapter relating to alteration of or deviation from plans, drawings or specifications.

(c) No person shall construct, enlarge, alter or repair, or maintain as architect, engineer, contractor, subcontractor or owner, any building or other structure in violation of any provision of this Building and Housing Code or fail to obey any order made in accordance with the provisions of this Building and Housing Code, or erase, alter or modify any lines, figures or coloring contained in or upon any plans, drawings or specifications filed with the Division, without the required permission of the Division, or alter or deviate from the approved plans, drawings or specifications.

1420.14 BUILDING DEPARTMENT DOCUMENTATION; ADMINISTRATIVE FEES.

When the Building Commissioner is requested to perform research to verify zoning conditions relating to a property and/or to verify violations existing or previously existing on a property, along with written documentation in response to these requests in order to expedite a transaction for the sale or lease of a property or the refinancing thereof, he or she shall charge a fee to the requesting party of three hundred dollars (\$300.00) to cover the cost of research and development of said document.

1420.99 PENALTY.

(a) Penalty for Violation of this Chapter. Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the first degree and shall be subject to the penalty provided in division (b) hereof.

(Adopting Ordinance)

(b) General Code Penalty. Whoever violates or fails to comply with any of the provisions of this Building and Housing Code shall be subject to the penalty provided in the chapter of this Building and Housing Code to which the violation or noncompliance pertains, which penalty shall subject the offender to imprisonment or a fine, or both, as provided in the following table:

Classification of Misdemeanor	Maximum Term of Imprisonment	Minimum Fine	Maximum Fine
First Degree	6 months	\$100.00	\$1,000.00
Second Degree	90 days	75.00	750.00
Third Degree	60 days	50.00	500.00
Fourth Degree	30 days	25.00	250.00
Minor	No imprisonment	10.00	100.00

(c) Multiple Offenses. Unless otherwise provided, a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

ORDINANCE NO. 2022-37

INTRODUCED BY: COUNCILPERSON BLANKFELD

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1452 ENTITLED “GARBAGE DISPOSALS,” AND DECLARING AN EMERGENCY.

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments; and

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

WHEREAS, the City wishes to refer specifically in its codified ordinances to the Division of Building, Engineering and Inspection, for purposes of consistency with the City’s Charter;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1452 entitled “Garbage Disposals” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1452 as in existence immediately prior to the passage of this ordinance is hereby amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Director of Housing and Community Development be immediately provided with certain authority as established herein. 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**

FIRST READING: _____

PASSED: _____

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

CHAPTER 1452 Garbage Disposals

- 1452.01 Definitions.
- 1452.02 Required in dwelling units.
- 1452.03 Required in occupancies where garbage is produced.
- 1452.04 Required in new construction.
- 1452.05 Compliance required for approval of building permit.
- 1452.06 Installation permit; fee.
- 1452.07 Installation without permit; construction without installation.
- 1452.08 Minimum specifications.
- 1452.09 Decision as to design sufficiency.
- 1452.10 Authority to inspect.
- 1452.99 Penalty.

1452.01 DEFINITIONS.

For the purposes of this chapter unless the context requires otherwise:

- (a) "Dwelling unit" means a single-family residence, or flat, suite or apartment in a two-family residence or multiple-family residence building.
- (b) "Garbage" means every waste or refuse of fruit, vegetable or animal matter, or other solid or liquid kitchen waste materials resulting from the preparation and handling of any food or drink, or the cooking of, processing of, dealing in or storage of meat, fish, fowl, fruit or vegetables.
- (c) "Mechanical garbage disposer" means a motorized device suitable for installation in direct connection with a kitchen sink, that grinds garbage to such a size as to be readily waterborne, and discharges such ground garbage directly into a sanitary sewerage system.

1452.02 REQUIRED IN DWELLING UNITS.

Each dwelling unit, the construction of which is applied for on or after the effective date of Ordinance 53-80, passed November 16, 1953, shall prior to the occupation thereof, be equipped with a properly installed mechanical garbage disposer, which conforms to the specifications set forth in Section 1452.08.

1452.03 REQUIRED IN OCCUPANCIES WHERE GARBAGE IS PRODUCED.

Every building storeroom, club, lodge, home, school, business establishment or place, other than a dwelling unit, the use of which results in the production of garbage, and the construction, remodeling or equipping of which is commenced on or after the effective date of this section shall prior to occupancy or use thereof, be equipped with a properly installed mechanical garbage disposer which conforms to the specifications set forth in Section 1452.08.

1452.04 REQUIRED IN NEW CONSTRUCTION.

Each application for a building permit for the building of new construction or the remodeling of any existing building that is required to install a garbage disposer under this chapter shall state that an approved type of garbage disposer unit shall be installed and the supporting plans and specifications shall also show that an approved type disposal unit shall be installed and the location of same.

1452.05 COMPLIANCE REQUIRED FOR APPROVAL OF BUILDING PERMIT.

No application for a building or remodeling permit shall be approved or a permit issued unless the requirements of Section 1452.04 are complied with.

1452.06 INSTALLATION PERMIT; FEE.

(a) No mechanical garbage disposer shall be installed without first making an application for and obtaining a permit therefor from the Building Commissioner and paying the fee provided under Chapter 1424.

(b) The application for such permit shall contain such information as the Building Commissioner shall prescribe and which shall assist him or her in determining whether the proposed installation meets the requirements of this chapter. Such application and permit may be separate or may be combined with the plumbing application and permit. However, in any event, the application and permit must show the type, model number, manufacturer or other

means of identification. If combined with the plumbing permit such fee, herein required, shall be in addition to all other fees or charges required.

1452.07 INSTALLATION WITHOUT PERMIT; CONSTRUCTION WITHOUT INSTALLATION.

No person shall install a mechanical garbage disposer in any premises without first securing a permit therefor as required herein, or construct or remodel any premises without installing a mechanical garbage disposer if herein required.

1452.08 MINIMUM SPECIFICATIONS.

A mechanical garbage disposer shall not be installed or accepted unless it meets all of the following minimum specifications:

- (a) It will operate with water flowing into the grinder and through the sink drain line;
- (b) It shall discharge wastes at a reasonably uniform rate, in the fluid form which shall flow readily through an approved standard trap, drain line or soil line, of the type and size required in the Plumbing Code of the City, and in a manner which will prevent clogging or stoppage of the drain line or sewerage system;
- (c) It shall be of such construction and have such operation characteristics that at least 40% of all material discharged from it shall pass a No. 8 sieve, at least 65% shall pass a No. 3 sieve, and 100% shall pass a ½ inch screen;
- (d) It shall be self-scouring, with no fouling surfaces to cause objectionable odors;
- (e) It shall be free from electrical or mechanical hazards;
- (f) It shall be of a type tested, approved and listed by the Underwriters' Laboratories, Inc., and the entire installation shall comply in all particulars with the provisions of the National Fire Protection Association and the provisions of the Plumbing and Electrical Codes of the City, and shall bear evidence of Underwriters' Laboratory approval;
- (g) It shall be permanently connected to, and drain directly into the sanitary sewerage system, and shall be free from any cross-connection.

1452.09 DECISION AS TO DESIGN SUFFICIENCY.

The final decision as to the sufficiency of the designs to meet these requirements set forth in Section 1452.08 shall rest with the Building Commissioner.

1452.10 AUTHORITY TO INSPECT.

The Building Commissioner and/or the Director of Housing and Community Development, or his or her duly authorized representative, shall have authority to enter and inspect buildings and premises for the purpose of enforcing this chapter.

1452.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the first degree and shall be subject to the penalty provided in Section 1420.99.

ORDINANCE NO. 2022-38

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1456 ENTITLED “MOVING OF BUILDING AND
STRUCTURES” AND DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

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

Section 1. Council hereby amends Codified Ordinance Chapter 1456 entitled “Moving of Buildings and Structures” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1456 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1456 Moving of Buildings And Structures

- 1456.01 Permit required.
- 1456.02 Permit application.
- 1456.03 Permit fee; deposit.
- 1456.04 Approval or disapproval; appeal
- 1456.99 Penalty.

1456.01 PERMIT REQUIRED.

Before any building or structure is moved in the city, a permit therefor shall be obtained from the Building Commissioner .

1456.02 PERMIT APPLICATION.

An application for the permit required by Section 1456.01, as prescribed by the Building Commissioner and approved by the Director of Law, shall be filed with the Division of Building Engineering and Inspection. The application shall contain at least the following:

- (a) The owner's name and address;
- (b) The names of all contractors;
- (c) A plan drawn to scale showing the route;
- (d) A certificate of liability insurance in the amount of one million dollars (\$1,000,000), with the city named as additionally insured, covering any damage caused to public or private property and persons.
- (e) Plans showing the restoration of the lot where the structure was moved from or plans showing preparation of the destination lot of the moved building, or both if applicable.
- (f) Required preparation of trees, cables, traffic control devices or other features over public or private property accompanied by what must be done in preparation and how restoration will be done.

1456.03 PERMIT FEE; DEPOSIT.

- (a) Any application for moving a building or structure shall be accompanied by a nonrefundable permit fee of two hundred dollars (\$200.00).
- (b) Before a permit is issued, a deposit shall be filed with the Director of Finance to provide for costs to the city for overtime or other expenditures which may be incurred by the City. Such deposit shall be not less than five thousand dollars (\$5,000.00). This amount may be increased by the Mayor **if the costs will exceed the deposit.**

1456.04 APPROVAL OR DISAPPROVAL; APPEAL.

Upon receipt of an application with the required fee, the Building Commissioner shall forward the information to the Mayor, Chief of Police, **Chief of Fire**, Service Director, City Engineer, Director of Law, Finance Director, **and Director of Housing and Community Development** for review and comments. The Building Commissioner may refuse to issue a permit if he or she determines that preparation is inadequate or that safeguards to persons or property are not adequately provided. Any aggrieved applicant may appeal a denial of a permit to the Board of Zoning Appeals.

1456.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the first degree and shall be subject to the penalty provided in Section 1420.99.

ORDINANCE NO. 2022-39

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1470 ENTITLED “PURPOSE AND SCOPE,” AND
DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

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

Section 1. Council hereby amends Codified Ordinance Chapter 1470 entitled “Purpose and Scope” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1470 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1470 Purpose And Scope

- 1470.01 Purpose.
- 1470.02 General scope.
- 1470.03 Existing buildings.
- 1470.04 Conflict.
- 1470.05 Enforcement; legal action.

1470.01 PURPOSE.

Within the scope of this Housing Code as hereinafter defined, the purpose of this Code is to establish minimum standards necessary to make all dwelling structures safe, sanitary, free from fire and health hazards, and fit for human habitation and beneficial to the public welfare; to establish minimum standards governing the maintenance of dwelling structures in such condition as will not constitute a blighting or deteriorating influence on the neighborhood and the community; to fix responsibilities for owners and occupants of dwelling structures with respect to sanitation, repair and maintenance; to establish additional standards for multiple dwellings; to authorize the inspection of dwelling structures; to establish enforcement procedures; to authorize the vacation or condemnation of dwelling structures unsafe or unfit for human habitation; and to fix penalties for violations.

1470.02 GENERAL SCOPE.

The provisions of this Housing Code shall be supplementary to all other provisions of the City relating to the construction, use and maintenance of residential buildings and shall apply to all buildings or portions thereof, excepting hotels as defined herein, which are used or designed or intended to be used for residential occupancy.

1470.03 EXISTING BUILDINGS.

Existing buildings or portions thereof presently used for residential purpose may continue to be occupied for residential purposes, if:

- (a) The building complies with the provisions of this Housing Code, except as to any variance heretofore specifically granted by the City; and
- (b) The use and occupancy of the building is not in violation of any provision of the ordinances of the City or applicable statutes of the State or both including any rules and regulations adopted pursuant to such ordinances or statutes.

1470.04 CONFLICT.

In the event of conflict between any provisions of this Housing Code, including any rules and regulations adopted pursuant to this Code, and any provisions of the ordinances of the City, including any rules and regulations adopted pursuant to such ordinances, the provisions of this Code shall prevail, except as to the Zoning Code, and as to the Building Code for new construction.

1470.05 ENFORCEMENT; LEGAL ACTION.

The imposition of any penalty as provided for in this Housing Code shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; or to restrain, correct, or abate a violation, or to prevent the occupancy of a building, structure or premises, or to require compliance with the provisions of this Code, or other applicable laws, ordinances, rules or regulations, or the orders or determinations of the Building Commissioner, **the Director of Housing and Community Development**, the Safety Director, the Board of Zoning Appeals.

ORDINANCE NO. 2022-40

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1472 ENTITLED “DEFINITIONS” AND DECLARING
AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

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

Section 1. Council hereby amends Codified Ordinance Chapter 1472 entitled “Definitions” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1472 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1472 Definitions

- 1472.01 Definitions.
- 1472.02 Approved.
- 1472.03 Board.
- 1472.04 Basement.
- 1472.05 Building Commissioner.
- 1472.06 Housing Director
- 1472.06 City.
- 1472.07 Code.
- 1472.08 Communal kitchen.
- 1472.09 Dwelling structure.
- 1472.10 Dwelling.
- 1472.11 One-floor dwelling.
- 1472.12 Two-floor dwelling.
- 1472.13 Dwelling unit.
- 1472.14 Family; head of household.
- 1472.15 Habitable room.
- 1472.16 Hotel.
- 1472.17 Multiple dwelling.
- 1472.18 Occupant.
- 1472.19 Operator.
- 1472.20 Owner.
- 1472.21 Person.
- 1472.22 Premises.
- 1472.23 Secondary or appurtenance structure.
- 1472.24 Supply or supplied.
- 1472.25 Roomer.
- 1472.26 Group homes.
- 1472.27 Residential social services facility.
- 1472.28 Rehabilitation facilities.
- 1472.29 Cooperative homes.
- 1472.30 Culinary facilities.
- 1472.31 Rooming house.
- 1472.32 Boarding house.
- 1472.98 Application to zoning enforcement.

1472.01 DEFINITIONS.

Certain words and phrases as used or found in this Code are defined, for the purposes of this Code, as hereafter set forth in this chapter.

1472.02 APPROVED.

"Approved" means approved by the Building Commissioner and/or Director of Housing and Community Development pursuant to this Housing Code, or approved by any other person or board designated by the ordinances of the City to give approval to the matter in question.

1472.03 BOARD.

"Board" means the Board of Zoning Appeals of the City as created and existing under the provisions of Chapter 1244 of Part Twelve of the Codified Ordinances of University Heights -- commonly known as The Zoning Code.

1472.04 BASEMENT.

"Basement" means a portion of a building partly or entirely underground whose ceiling or underpart of the floor above is four feet or less above the average finished grade elevation.

1472.05 BUILDING COMMISSIONER.

"Building Commissioner" means the Building Commissioner of the City and when used herein, shall be construed as though followed by the words "or his or her authorized assistant, agent, or representative".

1472.06 DIRECTOR OF HOUSING.

“Director of Housing” means the Director of Housing and Community Development of the City and when used herein, shall be construed as though followed by the words “or his or her authorized assistant, agent, or representative.”

1472.07 CITY.

"City" means the City of University Heights, Ohio.

1472.08 CODE.

"Code" means this Housing Code as contained in Title Eight of Part Fourteen - Building and Housing Code.

1472.09 COMMUNAL KITCHEN.

"Communal kitchen" means a kitchen within a dwelling building used by the occupants of more than one dwelling unit or shared or used by any person other than the members of one family.

1472.10 DWELLING STRUCTURE.

"Dwelling structure" means a building or structure used or designed or intended to be used, all or in part, for residential purposes.

1472.11 DWELLING.

"Dwelling" means a building intended or designed to be occupied by not more than two families living separately and independently of each other.

1472.12 ONE-FLOOR DWELLING.

"One-floor dwelling" means one in which less than two-thirds of the total habitable floor area on the second floor has a ceiling height of seven feet.

1472.13 TWO-FLOOR DWELLING.

"Two-floor dwelling" means one in which two-thirds or more of the total habitable floor area on the second floor has a ceiling height of seven feet.

1472.14 DWELLING UNIT.

"Dwelling unit" means a room or a group of rooms arranged, maintained or designed to be occupied by a single family for living, sleeping, cooking and eating. The words "dwelling unit", "apartment", and "suite" shall be considered synonymous.

1472.15 FAMILY; HEAD OF HOUSEHOLD.

(a) Family.

(1) "Family" means one person who shall be the head of the household and may include the following persons who live with the head of the household as a single non-profit housekeeping unit in a single dwelling unit, apartment or condominium unit.

A. Persons related by blood, guardian or adoption under an order of a court of competent jurisdiction, or marriage, to the head of the household;

(2) For the purpose of this section, the terms "single housekeeping unit" means persons who join with the "head of the household" in sharing meals, using the living room, dining room, family room and other common areas within a dwelling unit, apartment or condominium unit and sharing customary household obligations.

(3) Persons who purport to be related by blood, adoption or marriage to the head of the household as required in division (a)(1) hereof shall, upon demand, produce evidence of such relationship to the Building Commissioner. Certified copies of certificates of marriage or birth shall be sufficient evidence of such relationship. Other evidence of such relationship may be accepted as sufficient at the discretion of the Building Commissioner.

(4) In no event, shall the number of occupants of a dwelling unit, apartment or condominium unit exceed the number allowed by Chapter 1478 (Ordinance 66-93) of the Housing Code.

(b) Head of the Household. "Head of the household" means:

(1) In an owner occupied dwelling unit, apartment or condominium unit with a single owner, the "head of the household" is the single owner.

(2) In an owner occupied dwelling unit, apartment or condominium unit with more than a single owner, the head of the household is the adult owner who has the greatest number of related occupant family members (as defined in division (a) hereof), or such other adult owner as the co-owners may designate. In no event shall the number of family members exceed those allowed under this section.

(3) In a non-owner occupied dwelling unit, apartment or condominium unit, no person shall be a head of the household without first providing written authority from the owner(s) designating such head of the household by name as the owners' agent on the premises. The owners and such designated agent shall be jointly and severally responsible for compliance with the Codified Ordinances.

(4) In a non-owner occupied dwelling unit, apartment or condominium unit with a single lessee or tenant, the head of the household is the single lessee or tenant.

(5) In a non-owner occupied dwelling unit, apartment or condominium unit with more than a single occupant, the head of the household is the adult occupant who has the greatest number of related occupant family members (as defined in division (a) hereof), or such other adult occupant as shall be designated in writing by the owners. In no event shall the number of family members exceed those allowed under this section.

(c) Federally protected classes of handicapped persons treated as meeting definition of family: Unrelated persons, who use and occupy a residential dwelling unit as a family who conform to Section 1248.04 and the square footage occupancy requirements for residential dwelling units and who demonstrate they are each and continue to be members of a protected class of handicapped persons under applicable Federal Fair Housing Amendments Act of 1988 (42 U.S.C. 3601, et seq.) shall be treated as meeting the definition of "family."

1472.16 HABITABLE ROOM.

(a) "Habitable room" means a room or enclosed floor space used or intended to be used for living, sleeping or eating purposes, but excluding the following: Kitchens, except kitchens where eating space is included in a room also used for kitchen or cooking purposes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms and basement recreation rooms.

(b) Bedrooms or sleeping rooms:

(1) Are rooms originally designed or subsequently approved by the Division of Building Engineering and Inspection for sleeping;

(2) Abut a hallway leading to a bathroom;

(3) Include a built in clothes closet; and

(4) Contain the minimum area required under Section 1484.10 or 75 square feet of space per person, whichever is greater.

1472.17 HOTEL.

"Hotel" means every structure which, in whole or in part, as a main or accessory use, is kept, used, maintained, advertised, or held out to the public to be a place where sleeping accommodations are offered for consideration to transient guests including, by way of example and without limitation, a motel, bed and breakfast, apartment hotel, motor court, resident hotel and boardinghouse. The term "transient guests" means persons who contract to occupy the premises for 30 days or less.

1472.18 MULTIPLE DWELLING.

"Multiple dwelling" means a building containing:

(a) Three or more dwelling units; or

(b) Two or more dwelling units above the first or ground floor; or

(c) One or more dwelling units if the building also contains a use other than a dwelling use or an area designed for such other use. The words "multiple dwelling", "tenement house" and "apartment house" are synonymous.

1472.19 OCCUPANT.

"Occupant" means a person over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or a room.

1472.20 OPERATOR.

"Operator" means a person who has charge, care or control of a dwelling structure.

1472.21 OWNER.

"Owner" means the owner or owners of the premises, including the holder of title thereto subject to contract of purchase, a vendee in possession, a mortgagee or receiver in possession, a lessee or joint lessees of the whole thereof, or an agent or any other person, firm, corporation or fiduciary directly in control of the premises.

1472.22 PERSON.

"Person" means any person, firm, partnership, association, corporation, company or organization or association of persons of any kind.

1472.23 PREMISES.

As used in this Housing Code, "premises" describes a lot, parcel or plot of land including the building or structures, landscaping and trees thereon.

1472.24 SECONDARY OR APPURTENANT STRUCTURE.

As used in this Housing Code, "secondary or appurtenant structure" means a structure, the use of which is incidental or accessory to that of the main building, and which is attached to the main building or located on the same premises therewith.

1472.25 SUPPLY OR SUPPLIED.

As used in this Housing Code, "supply" or "supplied" means paid for, furnished, or provided by, or under the control of the owner or operator.

1472.26 ROOMER.

"Roomer" means a person who renders services, pays rent or provides other consideration for occupancy of one or more rooms within a dwelling unit, but less than the entire dwelling unit, who is not a member of the resident family, and who occupies or contracts to occupy the room for more than 30 consecutive days. A roomer shall have sole and exclusive occupancy of his or her sleeping quarters.

1472.27 GROUP HOMES.

(a) "Group home" means a residence which is occupied by and provides residential services to unrelated individuals who do not otherwise qualify as a family and who have physical handicaps and/or moderate mental and/or social limitations and who live or propose to live together and function in the manner of a family, while monitored by State licensed professional caregivers.

(b) "Group home" does not include cooperative residences for any other individuals or entities, or fraternities, sororities, social or business lodges, or any other combination of voluntary living arrangements.

(c) "Group home" does not include any court ordered rehabilitation or maintenance living arrangements and/or care and/or treatment and/or rehabilitation services for severely mentally retarded or psychotic individuals, releasees from federal, state or county treatment or penal institutions, juvenile offenders, drug or alcohol offenders or wards of the court or welfare system.

1472.28 RESIDENTIAL SOCIAL SERVICES FACILITY.

"Residential social services facility" means a facility or home which provides residential services to a group of individuals of which one or more are unrelated; which may provide additional supervision programming or counseling services and is licensed, supervised or sponsored by any non-profit corporation, corporation for profit or any political subdivision or judicial authority, which facilities further define group homes.

1472.29 REHABILITATION FACILITIES.

"Rehabilitation facilities" means a facility or a home which provides resident care and/or treatment and/or rehabilitation services for severely mentally retarded, psychotic individuals, releasees from state or county treatment or penal institutions, juvenile offenders, drug or alcoholic offenders or wards of the court or welfare system. Such facilities are not a permitted use.

1472.30 COOPERATIVE HOMES.

"Cooperative homes" include fraternities, sororities, social or business lodges, and/ or any other voluntary combined living arrangements of two or more adults not otherwise meeting the definition of "family." Such uses are not permitted.

1472.31 CULINARY FACILITIES.

"Culinary facilities" include, but are not limited to any of the following: cooking units, stove, hot-plate, toaster, microwave oven, dish and pot cleaning equipment or sinks, dishwasher, food preservation equipment, refrigerator, freezer, waste disposal equipment.

1472.32 ROOMING HOUSE.

"Rooming house" and/or "dormitory" and/or "mini-dormitory" is a residence providing sleeping facilities and/or common areas for more than three unrelated occupants. Such uses are not permitted.

1472.33 BOARDING HOUSE.

"Boarding house" and/or "commune" and/or "residential cooperative" and/or "fraternity house" and/or "sorority house" is a residence providing sleeping facilities and/or common areas and/or culinary facilities for more than three unrelated occupants. Such uses are not permitted.

1472.98 APPLICATION TO ZONING ENFORCEMENT.

The definitions contained in this chapter shall apply in zoning enforcement except and unless otherwise defined in the Planning and Zoning Code of University Heights.

ORDINANCE NO. 2022-41

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1474 ENTITLED “ENFORCEMENT” AND
DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

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

Section 1. Council hereby amends Codified Ordinance Chapter 1474 entitled “Enforcement” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1474 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1474 Enforcement

- 1474.01 Inspections.
- 1474.02 Right of entry.
- 1474.03 Notice of violation.
- 1474.04 Noncompliance with notice.
- 1474.05 Cases of emergency.
- 1474.06 Placards.
- 1474.07 Expenses and costs.
- 1474.08 Rules and regulations.
- 1474.09 Right of appeal.
- 1474.10 Point of sale inspections. (Repealed)
- 1474.11 Use, effect and sanctions arising from Certificate of Inspection. (Repealed)
- 1474.12 Exterior only inspections.
- 1474.13 Request for inspections.
- 1474.14 Responsibility of the Division of Building Engineering and Inspection **and Department of Housing and Community Development**; immunity.
- 1474.99 Penalty.

1474.01 INSPECTION.

The Building Commissioner **and Director of Housing and Community Development, jointly and severally**, are hereby authorized to make or cause to made inspections of all dwellings, structures or premises and all secondary or appurtenant structures to determine whether such structures or premises conform to the provisions of this Housing Code. Such inspections may also be made whenever the Building Commissioner **and/or Director of Housing and Community Development** has reasonable cause to believe that a violation of this Code exists therein or thereon, or if a request for such an inspection is made by a state or federal agency.

1474.02 RIGHT OF ENTRY.

Upon presentation of proper credentials, the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ may request entry at all reasonable times, or at such other times as may be necessary in an existing emergency, into any dwelling, structure or premises in the City to perform any duty imposed upon him or her by this Housing Code. If such entry is refused, then entry may be had only pursuant to a search warrant issued by a court of competent jurisdiction.

1474.03 NOTICE OF VIOLATION.

(a) Whenever the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ finds any dwelling structure or premises, or any part thereof, to be in violation of the provisions of this Housing Code, the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ shall give or cause to be **personally served upon or express mailed (via private or public mailing services)** ~~given or mailed~~ to the owner, agent or ~~operator~~ **property manager** of such structure or premises **or conspicuously posted upon the structure or premises** a written notice stating the violations therein. Such notice shall order the owner, agent or ~~operator~~ **property manager**, within a stated reasonable time, but not less than ten (10) days, to repair, improve, or demolish the structure or premises concerned. Such delivery, ~~or~~ mailing, **or posting** shall be deemed legal service of notice.

(b) If the person to whom a notice of violation is addressed cannot be found within the County after reasonable and diligent search, then notice shall be sent by ~~registered or certified express~~ mail **(via public or private services)** to the last known address of such person, and a copy of such notice shall be posted in a conspicuous place on the structure or premises to which it relates. Such mailing and posting shall be deemed legal service of notice.

1474.04 NONCOMPLIANCE WITH NOTICE.

(a) Whenever the owner, agent, occupant or operator of a structure or premises fails, neglects or refuses to comply with any notice of the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~, either ~~the Building~~

~~Commissioner or Director of Housing~~ may issue a notice to such owner, agent, occupant or operator **property manager** ordering the structure or premises, or part thereof, to be vacated within such time as shall be stated in such notice, but which shall be not less than 15 days, except in cases of emergency, or he or she may advise the Director of Law of the circumstances and request the Director of Law to institute an appropriate action at law to compel compliance, or both. Such notice shall be delivered, mailed or posted in the same manner as provided in Section 1474.03.

(b) Whenever the owner, agent, operator or occupant of a structure or premises fails, neglects or refuses to comply with a notice to vacate issued by the Building Commissioner **or Director of Housing and Community Development** ~~Director of Housing, the Building Commissioner and/or Director of Housing~~, **either** may enforce the order of such notice of vacation and cause the structure or premises, or part thereof, to be vacated in accordance with the terms of such notice.

(c) Whenever the owner, agent or operator of a structure fails, neglects or refuses to comply with a notice to demolish such structure, or a part thereof, or a secondary or appurtenant structure, issued in accordance with the provisions of this Housing Code, and when such structure is determined by the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ to constitute a public nuisance in that it is dangerous or injurious to the public health, safety or welfare, ~~the Building Commissioner or Director of Housing~~ **either** may request the Director of Law to institute legal proceedings or to take such other action as may be necessary to abate the nuisance. The Building Commissioner **and/or Director of Housing and Community Development** shall further give notice informing the owner, agent, or operator of such determination and action. Such notice shall be given in the same manner as provided in Section 1474.03.

(d) (1) The owner or owners of any such property to which such an order or notice to repair, improve, remove, demolish or vacate has been issued shall not sell or enter into an agreement to sell, rent or lease such property unless all violations cited against such property have been corrected and written approval of such corrections received by the property owner from the ~~Commissioner of Buildings~~ **Building Commissioner and/or the Director of Housing and Community Development** ~~Director of Housing~~. It shall be an affirmative defense to any misdemeanor charge brought pursuant to this section if the person charged provides to the court the requisite proof that prior to transfer of title the purchaser, renter or lessor signed and provided to the person cited as responsible for correction of such cited violations a written statement assuming responsibility for correction thereof and specifically listing:

A. The nature of each violation; and

B. The deadline set for correction by the Division of Building Engineering and Inspection **or Department of Housing and Community Development**.

(2) In the absence of full compliance with the order to repair and where an agreement of assumption as set forth herein fully executed by all parties cannot be produced, the owner or owners of the property against which an order or notice has been issued pursuant to this Code shall be deemed to have committed a separate violation of division (d)(1) hereof on each day on which uncorrected violations continue to exist and on which no written statement assuming responsibility has been signed.

(3) No person shall place on a statement of assumption of responsibility a date earlier than the actual date of signature.

(4) Any person transferring property in violation of division (d)(1) hereof shall be deemed to have warranted to the transferee that no violations of the ordinances of the City exist with regard to such property, on which a citation has previously been issued or other form of notice or order to repair has been given.

(e) In the event that legal proceedings are initiated pursuant to this section for noncompliance with any notice of the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ issued pursuant to this Housing Code and the owner, agent, occupant or operator fail to appear or service is otherwise not perfected in said legal proceedings, the court costs advanced by the City, plus a penalty of 5%, shall be charged to the owner of the property affected, payable within ten days from the date of mailing the bill to the premises. In default of payment, the owner shall be assessed court costs advanced by the City with 6% interest and the total bill shall be certified to the County Fiscal Officer for collection in the same manner as other taxes and assessments are assessed and collected. In computing cost, as to be certified to the County Fiscal Officer, there shall be added 15% as a reasonable overhead cost. Assessments against more than one parcel of real property and separate owners may be combined in one assessing ordinance.

1474.05 CASES OF EMERGENCY.

Whenever, in the opinion of the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~, the condition of a structure or premises, or part thereof, constitutes an immediate hazard to human life or health, he or she shall declare a case of emergency and shall order immediate repair or vacation or both of the structure or premises, or part thereof. Such notice shall be served in the manner provided in Section 1474.03, but shall require immediate compliance.

1474.06 PLACARDS.

Whenever the Building Commissioner **or Director of Housing and Community Development** ~~Director of Housing~~ orders a structure or premises or part thereof, to be vacated, he or she shall cause to be posted at each entrance to such structure or premises, or part thereof, a placard ordering such vacation. No person shall deface or remove such placard, until the repairs or demolition are completed, without written permission of the Building Commissioner **or the Director of Housing and Community Development** ~~Director of Housing~~. No person shall enter or use any structure or premises so placarded except for the purpose of making the required repairs or demolishing the structure or premises.

1474.07 EXPENSES AND COSTS.

- (a) Any expenses or costs incurred under the provisions for demolition contained in this Housing Code shall be paid by the owner of the structure or premises.
- (b) If such expenses and costs of demolition are not paid by the owner of the structure or premises within 30 days after written notice from the City to do so, such expenses and costs may be recovered by an action at law or may be assessed against the lands of the owner and shall become a lien thereon, and shall be collected in the manner provided by law for assessment.

1474.08 RULES AND REGULATIONS.

- (a) The Building Commissioner **and the Director of Housing and Community Development** ~~are Director of Housing is~~ hereby authorized to adopt such written rules and regulations as may be necessary for the proper interpretation and enforcement of this Housing Code. Such rules and regulations shall not conflict with or waive any provisions of this Code or any other ordinance of the City. Such rules and regulations shall be submitted to Council for approval and no such rule or regulation shall be adopted without such approval.
- (b) Such rules and regulations, upon approval by Council shall be on file with the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ for public examination, and a copy of such rules and regulations shall be posted for at least 15 days at the five designated public places for posting ordinances. Such rules and regulations shall have the force and effect of this Code and shall continue in effect until revoked by action of Council.

1474.09 RIGHT OF APPEAL.

The owner, agent or operator of any structure or premises shall have the right to appeal from any order of, or written notice issued by, the Building Commissioner **or the Director of Housing and Community Development** ~~Director of Housing~~ or from any notice of a revocation of a certificate of occupancy within **ten (10)** ~~15~~ days from the date such notice was given or mailed or order issued and to appear before the Board at a time and place fixed by the Board, to show cause why he or she should not comply with such notice. Such appeal must be in writing. Failure to file a written appeal with the Board within the time prescribed herein shall constitute a waiver of the right to appeal. Except in cases of emergency as set forth in Section 1474.05, filing of an appeal from any such notice shall suspend action on enforcement of such notice until the appeal is acted upon by the Board.

~~1474.10 POINT OF SALE INSPECTIONS. (REPEALED)~~

~~EDITOR'S NOTE: Section 1474.10 was repealed by Ordinance 2019-65, passed November 4, 2019. For provisions regarding point of sale inspections, See Chapter 1488. **1474.11 USE, EFFECT AND SANCTIONS ARISING FROM CERTIFICATE OF INSPECTION. (REPEALED)**~~

~~EDITOR'S NOTE: Section 1474.11 was repealed by Ordinance 2019-65, passed November 4, 2019. **1474.12 EXTERIOR ONLY INSPECTIONS.**~~

(a) The Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ with the assent of Council may cause dwellings to be inspected on the exterior only so to ascertain that maintenance thereof is in conformity with all applicable provisions of the ordinances of the City, including, but not limited to the applicable Appearance Code, Building Code, Housing Code, Ohio Building Code, Ohio Residential Code, National Electrical Code, all as set forth in Part Fourteen of the Codified Ordinances, as well as the Zoning Code set forth in Part Twelve of the Codified Ordinances.

(b) This section is supplemental to and not in lieu of any of the other provisions contained in this chapter.

1474.13 REQUEST FOR INSPECTIONS.

Owners of dwellings may apply to the Division of Building Engineering and Inspection in writing for a full interior and exterior inspection to ascertain the extent to which the premises are or are not in conformity with the Codified Ordinances. Any inspection so conducted shall be otherwise no different than any other inspection conducted under this chapter.

1474.14 RESPONSIBILITY OF THE DIVISION OF BUILDING ENGINEERING AND INSPECTION AND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

(a) The City or any of its employees and the City reserves unto itself its administrative and executive power to determine when and how to conduct any inspections, and to determine if such inspections are necessary.

(b) Inspections authorized or required by the Codified Ordinances of the City are for the protection and benefit of the citizens and residents as a whole and not for the benefit of any individual, owner or successor owner or occupant of real property.

(c) The refusal or failure or inability or omission of any duty or action in connection with any inspection required or authorized by the Codified Ordinances shall not be deemed neglect or carelessness or gross neglect or breach of duty on the part of the City or any building official due any individual, owner successor, owner or occupant.

1474.99 PENALTY.

Unless otherwise specifically provided, whoever violates any provision of this Housing Code or any rule or regulation promulgated thereunder, or fails to comply therewith, or with any written notice or written order issued thereunder, and whoever interferes with, obstructs or hinders the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ while he or she is attempting to make an inspection, except as provided in Section 1474.02, is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than six months, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

ORDINANCE NO. 2022-42

INTRODUCED BY: COUNCILPERSON BLANKFELD

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1475 ENTITLED “NOTICE OF FORECLOSURE AND REGISTRATION OF VACANT BUILDINGS OR STRUCTURES” AND DECLARING AN EMERGENCY.

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

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

Section 1. Council hereby amends Codified Ordinance Chapter 1475 entitled “Notice of Foreclosure and Registration of Vacant Buildings or Structures” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1475 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1475

Notice of Foreclosure and Registration of Vacant Buildings or Structures

1475.01 Application of chapter.

1475.02 Notice to City of foreclosure filing; fee.

1475.03 Person responsible for maintenance in the event of foreclosure.

1475.99 Penalty.

1475.01 APPLICATION OF CHAPTER.

This chapter shall be applicable to all residential, commercial and industrial buildings located within the city of University Heights.

1475.02 NOTICE TO CITY OF FORECLOSURE FILING; FEE.

(a) Any person who files a complaint in any court of competent jurisdiction for foreclosure involving real property located within the City of University Heights on which there is a building or structure shall notify the City of the filing of the foreclosure complaint and shall file a complete copy of the foreclosure complaint with the Building Commissioner **and/or the Director of Housing and Community Development** ~~Director of Housing~~ within ten (10) days after filing of the complaint with the relevant court. The notice to the City shall be on a form as prescribed by the Building Commissioner **and/or Director of Housing and Community Development**.

(b) The fee for filing a notice of foreclosure shall be one hundred fifty dollars (\$150.00) and shall be paid at the time the notice is filed with the Building Commissioner **and/or Director of Housing and Community Development** ~~or Director of Housing~~.

1475.03 PERSON RESPONSIBLE FOR MAINTENANCE IN THE EVENT OF FORECLOSURE.

(a) If the building or structure on the property that is the subject of a foreclosure proceeding is vacant at the time the foreclosure complaint is filed with a court of competent jurisdiction, then the person filing the foreclosure complaint shall notify the City of the name, address and contact information for the person who will be responsible for maintaining the property in compliance with all applicable provisions of the Codified Ordinances of the City of University Heights.

(b) If the building or structure on the property that is the subject of a foreclosure proceeding becomes vacant at any time after the foreclosure complaint is filed with a court of competent jurisdiction, then the person filing the foreclosure notice shall notify the City of the name, address and contact information for the person who will be responsible for maintaining the property in compliance with all applicable provisions of the Codified Ordinances of the City of University Heights, and shall otherwise comply with the provisions of this Chapter.

1475.99 PENALTY.

Whoever fails to file a complete copy of a foreclosure complaint with the City as required by this chapter is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000.00) or imprisoned not more than six months, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues ~~shall be deemed guilty of a misdemeanor of the~~.

ORDINANCE NO. 2022-43

INTRODUCED BY: COUNCILPERSON BLANKFELD

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1478 ENTITLED “BASIC STANDARDS FOR RESIDENTIAL OCCUPANCY” AND DECLARING AN EMERGENCY.

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

WHEREAS, the City wishes to update provisions relating to the use of non-metallic piping for water distribution;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1478 entitled “Basic Standards for Residential Occupancy” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1478 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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**

FIRST READING: _____

PASSED: _____

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

CHAPTER 1478

Basic Standards For Residential Occupancy

- 1478.01 Residential occupancy; restrictions.
- 1478.02 Habitable floor area defined.
- 1478.03 Habitable floor area standards.
- 1478.04 Habitable rooms below grade; restrictions.
- 1478.05 Reserved.
- 1478.06 Reserved.
- 1478.07 Reserved.
- 1478.08 Required dwelling unit facilities.
- 1478.09 Communal kitchens.
- 1478.10 Connection of fixtures.
- 1478.11 Rubbish and garbage disposal.
- 1478.12 Heating capacity.
- 1478.13 Supply of heat.
- 1478.14 Reserved.
- 1478.15 Prohibited locations of heating equipment.
- 1478.16 Electrical facilities required.
- 1478.17 Maintenance responsibilities.
- 1478.18 General maintenance requirements.
- 1478.19 Maintenance of foundations.
- 1478.20 Maintenance of roofs, gutters, downspouts and chimneys.
- 1478.21 Maintenance of exteriors of dwelling structures and secondary or appurtenant structures.
- 1478.22 Maintenance of interior walls and floors.
- 1478.23 Infestation by pests.
- 1478.24 Exterior property areas.
- 1478.25 Secondary or appurtenant structures.
- 1478.251 Keeping of chickens.
- 1478.26 Access and egress.
- 1478.27 Garages.
- 1478.28 Smoke detectors.

1478.01 RESIDENTIAL OCCUPANCY; RESTRICTIONS.

No owner, operator, or agent shall maintain or lease or offer for rental or lease any dwelling units, dwelling structures, or any part thereof which does not comply with the provisions of this Housing Code.

1478.02 HABITABLE FLOOR AREA DEFINED.

"Habitable floor area" means the floor area in any room in any dwelling, dwelling structure or multiple dwelling, which is required to be contained within such dwelling, dwelling structure or multiple dwelling, or part thereof, in order to meet the minimum requirements of this Housing Code.

1478.03 HABITABLE FLOOR AREA STANDARDS.

No floor area, in any dwelling or part thereof, shall be considered as constituting "habitable floor area" unless such floor area meets at least the following minimum standards:

(a) In a one-floor single family dwelling, or in the first floor area of any other dwelling, clear ceiling height shall be seven feet six inches.

(b) In the second floor area of any dwelling a clear ceiling height of seven feet in at least two-thirds of such floor area and a clear ceiling height of not less than five feet in the remaining one-third of such floor area.

(c) Every dwelling unit shall contain at least 300 square feet of habitable floor area for the first occupant thereof and at least 200 additional square feet of habitable floor area for every additional occupant thereof, but in no case shall any dwelling unit contain less than the minimum number of square feet of habitable floor area as required by other provisions of this Housing Code.

(d) A dwelling unit shall not have more than one kitchen nor more than one set of culinary facilities. There shall be no more than one roomer or unrelated occupant per bedroom or

sleeping room. Two persons, who are related as defined in Section 1240.10(a) or 1472.14(a), or as specifically permitted by reason of qualifying under Section 1240.10(c) or 1472.14(c), may occupy a single bedroom or sleeping room.

1478.04 HABITABLE ROOMS BELOW GRADE; RESTRICTIONS.

(a) No room which has its floor level below grade shall be occupied as a habitable room unless it shall conform to all of the following standards in addition to all other requirements of this Housing Code for habitable rooms:

(1) The room shall have been, prior to the effective date of this chapter, originally designed and constructed, or legally converted to use as habitable room.

(2) The walls and floor enclosing the room shall be maintained in such condition as to prevent the seepage or leakage of water into the habitable space.

(3) All required openings for light and ventilation shall be located entirely above the average adjoining grade, provided, however, that such openings may face upon an areaway or window well where the width of such well measured perpendicularly to the building wall at such opening is not less than the distance from the bottom of the window to the finished grade at such window.

(4) The height of the finished ceiling of such room above the average adjoining ground level shall be at least 50% of the clear ceiling height of the room.

(b) Space below grade or in unfinished attics usable only for dead storage shall not be included in any calculation of habitable space for any other purpose in the Codified Ordinances.

1478.05 RESERVED.

1478.06 RESERVED.

1478.07 RESERVED.

1478.08 REQUIRED DWELLING UNIT FACILITIES.

Every dwelling unit shall be provided with one, and one only, complete kitchen or kitchenette with approved cooking, refrigeration and sink facilities. No such kitchen facilities shall be placed within any water closet compartment or within any bathroom.

1478.09 COMMUNAL KITCHENS.

Communal kitchens are prohibited.

1478.10 CONNECTION OF FIXTURES.

(a) All plumbing fixtures in a dwelling structure shall be supplied with running water from the Municipal water supply system.

(b) Every dwelling unit shall have an approved supply of running hot water properly connected to all plumbing fixtures normally requiring hot water.

(c) All exterior water piping shall be so designed and installed and maintained as to prevent contamination of the water supply system.

(d) The use of non-metallic piping for water distribution is permitted for new construction, repair or replacement of any existing metallic water line.

~~—(e) The use of non-metallic piping for water distribution is prohibited for the repair or replacement of any existing metallic water line.~~

1478.11 RUBBISH AND GARBAGE DISPOSAL.

(a) Every occupant of a dwelling or dwelling unit shall dispose of all his or her rubbish in a clean and sanitary manner by placing it in approved receptacles, or in other approved disposal facilities.

(b) Every occupant of a dwelling unit shall dispose of all his or her garbage and other organic waste, which might provide food for insects and rodents, in a clean and sanitary manner by placing it in approved nonleakable, nonabsorbent, covered garbage storage receptacles, or in other approved garbage disposal facilities.

(c) All rules and regulations as may be established by the Service Director, as authorized by Council in Chapter 1064 of the Streets, Utilities and Public Services Code, shall apply to this section.

1478.12 HEATING CAPACITY.

Every dwelling unit shall be provided with approved heating facilities capable of maintaining an average temperature of 70 degrees Fahrenheit in all habitable rooms, kitchens, bathrooms and water closet compartments when the outdoor temperature is minus five degrees Fahrenheit, without forcing the facilities to operate in excess of their design capacity.

1478.13 SUPPLY OF HEAT.

The owner, operator, agent or agents in charge of a dwelling structure, who rents or leases any dwelling unit therein under an agreement, express or implied, to supply or furnish heat to the occupants thereof, shall supply heat adequate to maintain an inside temperature of not less than 70°F. in all habitable rooms, bathrooms, water closet compartments and kitchens whenever the outside temperature falls below 50°F. Such inside temperature shall be measured in the approximate center of each room, approximately three feet above the floor. The provisions of this section shall not apply where the failure to meet minimum standards is caused by a general shortage of fuel, negligent or malicious act of the occupant, or any cause beyond the control of the owner or occupant.

1478.14 RESERVED.

1478.15 PROHIBITED LOCATIONS OF HEATING EQUIPMENT.

No heating equipment, including water heaters, which burns solid, liquid or gaseous fuel shall be located in any bedroom, bathroom, toilet room, or any room used for sleeping purposes unless specifically approved for such use.

1478.16 ELECTRICAL FACILITIES REQUIRED.

(a) Except with respect to smaller secondary or appurtenant structures as described in Section 1478.25 containing 100 square feet or less exterior floor measurement, every dwelling structure and secondary or appurtenant structure shall be provided with approved electrical service, outlets and fixtures, which shall be installed and maintained so as to be free of any potential source of ignition of combustible material or any potential source of electrical hazard. Such facilities shall be approved as being adequate to supply the requirements of lighting, appliances and equipment of the structure concerned.

(b) The National Electrical Code presently in force as adopted in Chapter 1406 of the Building Code or as hereafter modified or amended shall apply to all electrical systems or parts thereof.

(c) With respect to a dwelling the following items, in addition to any other conditions observed, shall be inspected to determine that the exterior electrical service and electrical systems and parts thereof are in an approved state in conformity with the National Electrical Code:

- (1) All exterior wiring.
- (2) The utility service drop, mast and appurtenant components.
- (3) The proper grounding of all exterior receptacles. The proper installation of ground fault interrupter receptacles are required for new installations.
- (4) The condition of all outlets and switches.
- (5) The condition of all fixtures for lighting and/or electrically operated equipment, (such as garage door openers and closers and/or heating or air conditioning units).
- (6) The proper wiring and overcurrent protection of equipment, (such as air conditioning compressors).
- (7) The removal of unused or unconnected wiring and/or equipment.
- (8) The proper enclosure of all work boxes, junction boxes or enclosures.

1478.17 MAINTENANCE RESPONSIBILITIES.

(a) Owner. The owner of every multiple dwelling or his or her appointed agent or agents, shall be responsible for maintaining in a clean and sanitary condition the shared or common areas of the premises.

(b) Occupant. The occupant of a dwelling unit in any dwelling structure shall be responsible for maintaining in a clean and sanitary condition that part of the dwelling unit, dwelling structure or premises which he or she occupies and controls.

1478.18 GENERAL MAINTENANCE REQUIREMENTS.

(a) All dwelling structures and all parts thereof, both exterior and interior, shall be maintained in good repair and shall be capable of performing the function for which such structure or part or any feature thereof was designed or intended to be used.

(b) All equipment and facilities appurtenant to a dwelling structure or dwelling unit shall be maintained in good and safe working order.

1478.19 MAINTENANCE OF FOUNDATIONS.

(a) All foundations of every dwelling structure shall be maintained structurally sound and in good repair. All areas of the foundations which evidence leaning, bowing or cracking shall be deemed in violation of this Building Code, unless the City Division of Building Engineering and Inspection is provided by the owner with a written evaluation signed by an Ohio registered civil or structural engineer to the effect that the foundation is not a safety risk to persons or

property and/or to the effect that the foundation is stable and is not likely to worsen in the absence of prompt repair or correction.

(b) All foundations of every dwelling structure shall be maintained in such condition as to prevent the seepage or leaking of water within the space enclosed within such foundations.

(c) All openings into the foundations of every dwelling structure shall be protected against the entrance of rodents.

1478.20 MAINTENANCE OF ROOFS, GUTTERS, DOWNSPOUTS AND CHIMNEYS.

(a) All roofs of every dwelling structure shall be maintained weathertight and shall be equipped with gutters and downspouts connected to a public storm sewer. However, this requirement shall be waived for existing buildings, if, in the opinion of the Building Commissioner and/or the Director of Housing and Community Development, the drainage does not cause excessive erosion or water damage or does not create a nuisance on public or private property. Such waiver shall be in accordance with the criteria in Section 1478.25(b)(1) and (2).

(b) All chimneys and chimney caps of every dwelling shall be maintained structurally sound, secure and in good repair, meaning free of deteriorated, loose, missing, or broken mortar or brick or block or other appropriate or necessary building materials, and that the dwelling is weathertight.

(c) Pursuant to this section, among others not specifically enumerated, the following shall be inspected to determine conformity to the Building Code in that:

- (1) Buildings and structures have all of the required gutters and downspouts.
- (2) Splash boxes, external drains or french drains are properly routed.
- (3) Gutters are free of blockage.
- (4) Gutters and downspouts are not deteriorated, hanging, loose or insecure.
- (5) Downspouts are of proper diameter.
- (6) Gutters are of proper width.
- (7) Downspouts are properly sealed at connection with crocks or underground sewers.
- (8) Roofing material appears to be in fully functional condition, not in need of repair and free of branches or other live materials.
- (9) Flashing is not separated from roofing material, loose or deteriorated or in need of sealant or repair.
- (10) Parapets, underhangs and soffits and fascia boards are tightly nailed to the superstructure and in a watertight condition.

1478.21 MAINTENANCE OF EXTERIORS OF DWELLING STRUCTURES AND SECONDARY OR APPURTENANT STRUCTURES.

(a) All exterior parts of every dwelling structure shall be maintained weathertight and shall be maintained so as to resist decay or deterioration from any cause. This includes exterior walls, parapet walls, chimneys, and all other exterior structures, either above or below the roof line.

(b) Any dwelling structure or secondary or appurtenant structure whose exterior surface is bare, deteriorated, ramshackle, tumble-down, decaying, disintegrating or in poor repair must be repaired or razed.

(1) All buckled, rotten or decayed or deteriorated walls, doors, windows, porches, floors, steps, ceilings, soffits, posts, sills, trim and their missing members must be replaced and put in good condition.

(2) All replacements must match and conform to original design if not replaced completely.

(3) All exterior wood or exterior unfinished surfaces must be sealed and painted or the surface covered with other approved protective coating or treated to prevent rot and decay and conform and match the existing paint or surface covering and original design or replacement thereof. All exterior walls and surfaces must be properly protected against the weather where such are defective or lack weather protection, including lack of paint or surface covering or have weathered due to lack of proper protective covering.

(c) Any dwelling structure or secondary or appurtenant structure whose exterior surface is deteriorated, decaying, disintegrating or whose exterior surface has weathered with dirt and grime or has been impaired through peeling or flaking of the paint or other protective coating shall be repaired or repainted or resurfaced.

(1) All exterior surfaces shall be replaced or repaired in good condition preparatory to repainting or coating.

(2) All bare exterior surfaces which are flaking or crumbling shall be replaced or sealed in a good and workmanlike manner.

(3) All new or repaired bare surfaces shall be painted or coated.

(4) All exterior surfaces weathered with dirt and grime or which are peeling or flaking shall be painted or covered with approved protective coating or surface.

1478.22 MAINTENANCE OF INTERIOR WALLS AND FLOORS.

(a) All interior walls and floors of every dwelling structure shall be maintained free of holes, large cracks and any loose or deteriorated material.

(b) All floors within every bathroom or water closet compartment of a dwelling structure shall be made waterproof and nonabsorbent, and such waterproofing shall extend up the walls at least six inches above the floor.

1478.23 INFESTATION BY PESTS.

(a) All dwelling structures and the premises thereof shall be maintained free from sources of breeding, harborage and infestation by insects, vermin or rodents.

(b) Such maintenance includes, but is not limited to:

(1) All appurtenant or secondary structures shall be placed on a minimum four-inch thick concrete pad or maintained a minimum of eight inches above finished grade, when built or supported on columns or posts, except for garages which shall have a rat wall extending a minimum of 18 inches below grade, a six-inch wide curb, a minimum distance of eight inches between the bottom framing place and grade, and a four-inch concrete slab. This concrete slab shall pitch one-eighth of an inch per foot toward the overhead door (unless an approved drain is installed inside the garage) and shall be installed as to not allow puddling of water to a depth of more than one-half of an inch.

(2) All firewood shall be stored and stacked neatly either on a minimum four-inch thick concrete pad, or a minimum of eight inches above finished grade supported by concrete blocks and two-inch thick wood or metal of equivalent strength.

1478.24 EXTERIOR PROPERTY AREAS.

(a) Exterior property areas of all premises shall be kept free of any debris, object, material or condition which may create a health, accident or fire hazard, or which is a public nuisance, or which constitutes a blighting or deteriorating influence on the neighborhood. Lawns, landscaping, trees and driveways shall also be maintained so as not to constitute a blighting or deteriorating effect in the neighborhood.

(b) Composting of organic landscape material shall be limited to rear yards and shall be located a minimum of ten feet from any structure or side property line and five feet from any rear property line subject to the following additional requirements:

(1) Areas used for composting shall not exceed 50 square feet and contained in material approved by the Superintendent of Service not exceeding three feet in height.

(2) Composting material shall be turned at time intervals not exceeding two weeks and shall not emit odors perceivable from neighboring properties.

(3) Composting material shall be strictly limited to vegetation and yard waste and shall not include meat, fowl, bone material and dairy products.

(c) Paving shall be confined to driveways, stairways and walks of a dwelling and/or garage. It is the intention of this chapter that the maximum amount of landscaping be maintained around each dwelling, and no paving for driveways or for parking or storing vehicles of any kind shall be extended beyond the original plan. Upon permit duly issued, a driveway or apron may be widened where necessary in the opinion of the Building Commissioner, not to exceed the width of the garage front elevation. The driveway apron flare, at the curb, may be widened by four feet on both sides, then narrowing back to the existing width of the driveway at the sidewalk. Certain requirements are applicable and are available from the Division of Building Engineering and Inspection and/or the Department of Housing and Community Development. Any further variance shall be referred to the Board of Zoning Appeals at its next regular meeting.

1478.25 SECONDARY OR APPURTENANT STRUCTURES.

(a) All secondary or appurtenant structures such as sheds, barns, garages, etc. shall either be maintained in good repair and free from health, accident and fire hazards or shall be removed from the premises.

(b) All existing replacements or new roofs on secondary or appurtenant structures or additions to such structures, shall be equipped with gutters and downspouts connected to a public storm sewer, excepting however, that if the drainage, in the opinion of the Building Commissioner, does not cause erosion or water damage which is excessive or likely to cause danger to persons or public or private property, and does not create a nuisance to persons or public or private property this requirement shall be waived.

(1) Notwithstanding such waiver, the owner shall remain responsible to prevent and avoid excessive erosion, water damage or a nuisance which endangers persons or property and, in the event that the Building Commissioner finds that such conditions exist and have not or cannot

be corrected within 30 days or such other reasonable time as the **Building** Commissioner may allow, the **Building** Commissioner may revoke the waiver and require the gutters and downspouts to be connected to a public storm sewer.

(2) In determining whether or not to grant a waiver, the **Building** Commissioner may consider among the circumstances:

A. Whether or not the discharge of the flow of water from a downspout is safely diverted onto a properly pitched driveway leading to a yard drain within 30 feet of the bottom end of the downspout;

B. The owner applies for and obtains a construction permit for which the waiver will be issued conditioned upon the installation of a French drain or drywell in a location and of such capacity as will prevent erosion or water damage or nuisance or danger to persons or property.

C. The discharge from any pump shall not be permitted to discharge as provided by division (b)(2) A. or B.

(c) All secondary or appurtenant structures referred to in division (a) hereof shall consist of walls, a roof, a floor (all as otherwise regulated in the Codified Ordinances) and/or doors for access which can be closed to secure the enclosure.

1478.251 KEEPING OF CHICKENS.

The keeping of chickens shall be permitted as a special use on a property subject to the following regulations.

(a) A maximum of four chickens may be kept on the property.

(b) Roosters are not permitted. However, if the gender of a chick cannot be determined at hatching, a chick of either gender may be kept on the property for no more than thirty days.

(c) Placement of Coops. Chicken coops and runs are allowed in the rear yard only. Chicken coops and runs must be located a minimum of twenty feet away from any other inhabited dwelling structure, a minimum of twenty feet away from any outdoor recreational improvement (as hereafter defined), a minimum of ten feet from any side yard line, and a minimum of three feet away from an adjacent rear lot, except where the rear lot line forms the side lot line or front line of an abutting property, in which case the setback from such rear lot line shall be ten feet. For purposes of this section, an outdoor recreational improvement shall refer to any improved recreational gathering place including, but not necessarily limited to, any patio, porch, pool, deck, hot tub and/or water feature that exists at or prior to the date of the initial application for a special use permit hereunder, but excluding any garage, shed or garden.

(d) Sanitation and Nuisances. The facility must be kept in good repair, maintained in a clean and in a sanitary condition, and free of vermin, obnoxious smells and substances. The facility must not create a nuisance or disturb neighboring residents due to noise, odor, damage or threats to public health. The storage of chicken manure shall be in compliance with the setback requirements in Section 1478.24 (b), provided, however, that a chicken coop shall not be considered a structure for purposes only of the setback requirements for the storage of chicken manure.

(e) Coops and Cages. The chicken coop and run must be designed to ensure that the health and well-being of the animal is not endangered by the manner of keeping or confinement. All animals shall be provided with a covered, predator proof coop, cage or other shelter that is thoroughly ventilated, designed to be easily accessed and cleaned, and of sufficient size to permit free movement of animals. A minimum of two square feet must be provided per chicken within the chicken coop. The size of the coop shall be in compliance with Chapter 1250 of the Codified Ordinances.

(f) Enclosures and Fences. Chickens and other birds shall have access to an outdoor run, which shall be adequately fenced or otherwise bounded to contain the birds on the property and to prevent access by predators. Any additional areas chickens have access to must have adequate safeguards such as rear yard fencing, such safeguards being required to protect the chickens from animals and to prevent unauthorized access to the chickens by members of the general public. Chickens must be kept in coops from dusk to dawn.

(g) Slaughtering of Animals. Slaughtering of chickens shall be prohibited on the property.

(h) The raising and keeping of chickens shall be for the purpose of having a locally produced food source, and not for any commercial purpose such as, without limitation, the sale of eggs or the sale of chickens, and such commercial practices are prohibited.

(i) The applicant must produce a certificate or letter showing that the applicant has taken a class in keeping backyard hens from either the Ohio State University Extension, or the Cleveland MetroParks, or some other source approved by the Public Safety Director.

(j) The keeping of chickens and chicken coops shall be subject to the issuance of a special use permit pursuant to Codified Ordinance Section 1250.02. A special use permit may be issued by the **Division of Building, Department Engineering, and Inspection and/or the Department of Housing and Community Development** if the Building Commissioner **and/or Director of Housing and Community Development** determines the application is in compliance with

regulations regarding construction, the permitted placement of enclosures, fences, cages and coops, and completion of the education requirement. The special use permit shall be in effect for a period of one year from the date of issuance, and subject to annual renewal by the Board of Zoning Appeals.

(k) Prior to the renewal of any special use permit issued pursuant to this section, the ~~Building Department~~ **Division of Building, Engineering and Inspection or the Department of Housing and Community Development** shall conduct an inspection of the property and shall present a written report of inspection to the Board of Zoning Appeals. The appearance of the special use permit holder before the Board of Zoning Appeals shall be required for the renewal of any special use permit hereunder. Neighboring property owners shall be entitled to notice in conformity with the requirements of the City's zoning ordinances.

(l) At any given time there shall be no more than twenty-five special use permits issued by the City and in effect.

1478.26 ACCESS AND EGRESS.

Every dwelling unit shall be provided with direct and approved means of access and egress to the outside of the dwelling structure without passing through any part of any other dwelling unit. In multiple dwellings, any door which is used in connection with such means of access and egress shall be provided with a lock which can be opened from the inside without the use of a key.

1478.27 GARAGES.

Dwelling units in or above detached garages are prohibited.

1478.28 SMOKE DETECTORS.

(a) Required. The owner of each dwelling unit of all existing and future dwelling units located in the City shall install and maintain smoke detectors as provided in this section.

(b) Definitions.

(1) Definitions as used in this section, except as more specifically defined herein, shall be as set forth in Section 1640.01 of the Fire Prevention Code.

(2) "NFPA" means National Fire Protection Association.

(3) "Single family dwelling" and "dwelling unit" shall be as defined in Section 1240.08 of the Planning and Zoning Code.

(4) "Smoke detector" means a device which is designed to detect the visible and invisible products of combustion and which is designed to emit an alarm upon such detection.

(c) Penalty. Whoever violates any provision of this section is guilty of a minor misdemeanor for a first offense and shall be fined not more than one hundred dollars (\$100.00). For a subsequent offense within two years of the first offense, such person is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than 60 days, or both.

(d) Regulations.

(1) No occupancy permit shall be issued to a dwelling constructed hereafter unless smoke detectors as required herein have been installed in proper locations and have been demonstrated to be properly operating. As to existing structures, smoke detectors as required herein must be installed and be operating not later than January 31, 1984, and thereafter, no person shall occupy a structure which fails to comply with this section.

(2) The Board of Zoning Appeals and the Planning Commission are prohibited from granting any variance or special permit or taking any other action which permits the continued residential use of any dwelling unit in the City unless specifically conditioned upon the installation and maintenance of smoke detectors as required herein, whether or not such dwelling unit is specifically defined herein.

(3) Compliance with this section shall be the responsibility of the owner of the dwelling unit who may designate the name and address of an authorized agent for this purpose in writing to the Division of Building Engineering and Inspection **and the Department of Housing and Community Development**.

(4) The Division of Building Engineering and Inspection **or the Department of Housing and Community Development** shall be charged with the responsibility of enforcing this section only during the course of routine housing inspections, or when specifically and actually informed of a violation of this section. Neither the City nor any of its employees shall be held responsible for any death, personal injury or property damages suffered by reason of any failure to comply with this section.

(5) This section shall not be construed to relieve any person, firm or corporation from any obligation otherwise imposed by it by other ordinances, regulations or statutes, including, but not limited to, building and/or fire codes applicable to any structure.

~~(e) Notice. Notice of passage of this section shall be published by description, the form of which shall be approved by the Director of Law, in a newspaper of general circulation within~~

~~30 days of passage hereof, and again within 60 days of the passage hereof, and a copy of such notice shall be provided to each owner or authorized agent on request or during the course of any inspection by the Fire Department or the Building Department.~~

ORDINANCE NO. 2022-44

INTRODUCED BY: COUNCILPERSON BLANKFELD

**AN ORDINANCE AMENDING CODIFIED ORDINANCE
CHAPTER 1484 ENTITLED “CHILD DAY-CARE HOMES IN A U-1
AND U-2 DISTRICT” AND DECLARING AN EMERGENCY.**

WHEREAS, the Building and Housing Committee has undertaken a project to update building code ordinances to reflect the existing structure of University Heights administrative departments;

WHEREAS, the City wishes to formally empower the City Housing and Community Development Director with certain powers, duties and responsibilities; and

WHEREAS, the City wishes to correctly reference the City’s Division of Building, Engineering and Inspection;

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

Section 1. Council hereby amends Codified Ordinance Chapter 1484 entitled “Child Day-Care Homes in a U-1 and U-2 District” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 1484 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Housing and Community Development Director be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

CHAPTER 1484

Child Day-Care Homes in a U-1 and U-2 District

- 1484.01 Day-care homes regulated.
- 1484.02 Definitions.
- 1484.03 Permit, application, issuance, term, renewal and fee.
- 1484.04 Permit refusal, suspension or revocation.
- 1484.05 General standards.
- 1484.06 Emergency exits.
- 1484.07 Fire evacuation requirements.
- 1484.08 Storage of flammable, combustible materials and controlled substances.
- 1484.09 Smoke detectors.
- 1484.10 Fire extinguishers.
- 1484.11 Heaters.
- 1484.12 Electrical outlets and connections.
- 1484.13 Prohibited facilities.
- 1484.99 Penalty.

1484.01 DAY-CARE HOMES REGULATED.

(a) The purpose of this chapter is to provide for the licensing through permit of child day-care homes in U-1 and U-2 Districts and to establish minimum fire and safety standards for child day-care homes.

(b) No person or entity shall operate a child day-care home or facility, or provide daily or regular care for any non-related children, except as provided in this chapter, whether or not compensated for such service.

1484.02 DEFINITIONS.

(a) Child day-care service, provided that the following requirements have been satisfied:

(1) The term "child day-care service" means the service of a provider in administering to the needs of children in the permanent residence of the provider, which service is provided for children who are unrelated to the provider.

(2) The term "provider" means an adult person or persons who provide child day-care service, and who own the premises.

(3) The term "unrelated" means a relationship with the child other than natural parent, natural guardian, legal guardian, legal custodian, legal adoption or a relationship to the above by blood or by marriage.

(b) The child day-care service shall satisfy each of the following criteria:

(1) No more than six children under the age of 12 years old; and

(2) No more than three children under the age of two years old; and

(c) The child day-care service shall not be located within 500 feet of a lineal frontage upon the same street, excluding intersections, of any existing child day-care service.

(1) The child day-care service shall not be located on the property contiguous with another child day-care service. The term "contiguous" means sharing a common property line or sharing the intersection of two property lines.

(d) The child day-care service shall occupy and the use shall be limited to the premises for which the ~~Commissioner of~~ Building Commissioner has issued a Certificate of Inspection pursuant to all applicable codes, ordinances or regulations of the Housing Code. The Certificate of Inspection shall not be issued prior to satisfaction of the following requirements.

(1) The ~~Commissioner of~~ Building Commissioner and/or the Director of Housing and Community Development either of their designees shall have inspected and approved the premises in accordance with standards as set forth in all applicable codes, ordinances or regulations. Inspection shall be conducted annually by the Division of Building Engineering and Inspection or the Department of Housing and Community Development and at such other times as may be appropriate; and

(2) Any outdoor play area shall be enclosed on all sides by a barrier in conformity with other sections of the Codified Ordinances, in the form of a fence, building wall or other structure or landscaping so as to provide for safe outdoor play.

(e) "Child day-care" means administering to the needs of infants, toddlers, preschool children and school age children, including but not limited to group day-care homes, family daycare homes, day-care centers, by persons other than their parents or guardians, custodians or relatives

by blood, marriage or adoption for any part of the 24-hour day in a place or residence other than a child's own home.

(f) "Child day-care home or facility" means a permanent residence or facility of the provider for one to six children at one time and in which no more than three children may be under two years of age at one time. In counting children for the purposes of the division, any children under six years of age who are related to the provider and who are on the premises of the child day-care home shall be counted.

1484.03 PERMIT, APPLICATION, ISSUANCE, TERM, RENEWAL AND FEE.

(a) Every person who operates or desires to establish a child day-care home or facility shall apply to the Building Commissioner for a permit on such form as he or she prescribes. The permit shall be renewed annually, and a fee of \$25.00 shall be paid for each permit or renewal thereof.

(b) The premises to be used by all applicants shall be subject to a housing inspection prior to issuance of any permit.

(c) Upon filing, a copy of the application shall be forwarded to the Fire Division for inspection of the premises under the Fire Prevention Code and all other applicable laws or codes, including but not limited to this chapter.

(d) Concurrently, a copy of the application shall be forwarded to the Police Department for comment on any traffic, safety or parking concerns.

(e) The Division of Building Engineering and Inspection, upon being satisfied that all requirements are complied with, shall issue a permit in such form and manner as prescribed from time to time by the Building Commissioner, including at least the name of the property owner and the name of the provider.

(f) Notice of the issuance of such permit shall be delivered or mailed to owners or occupants of residences abutting and/or located within 100 feet directly across the street of the site of the application. Appeals from the action of the Building Commissioner may be made to the Board of Zoning Appeals as provided in the Codified Ordinances.

(g) The permit shall be valid only for the provider, at the address designated in the permit, and the permit shall be posted in a conspicuous place at the subject premises. The permit shall not be transferable.

1484.04 PERMIT REFUSAL, SUSPENSION OR REVOCATION.

The Mayor and/or the Building Commissioner shall have the power to refuse issuance or suspend or revoke any permit granted under the provisions of this chapter if any of the following conditions exist:

(a) If any false statement has been made by the applicant in connection with the application for the permit or in the operation pursuant to such permit.

(b) If the applicant fails or refuses to comply with any provision of this chapter or with any other City or State laws applicable hereto.

(c) If the building or dwelling or premises for which the permit has been issued does not comply with all provisions of this chapter and all other City ordinances and State laws applicable thereto.

1484.05 GENERAL STANDARDS.

(a) The provider shall be at least 18 years of age and have a minimum of six months reasonably demonstrable experience in caring for children (either as a parent or in another context including previous employment, on the job training center observations, volunteer service, in-service training, etc.)

(b) Firearms on the premises shall be unloaded and locked in a secure storage area and out of reach of children. ~~(Handguns owners are required to register with the City.)~~ Bullets shall be stored and locked in a secure storage area separate and apart from firearms and out of the reach of children. Possession or use by children of either firearms or bullets shall be prima facie negligence and cause for immediate revocation of any permits issued hereunder.

(c) Adequate adult staff shall be on duty, alert, awake, and in the facility at all times when children are present.

(d) Hours of operation. The hours of operation for child day-care centers shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday.

1484.06 EMERGENCY EXITS.

Each home shall have emergency exit capacity as outlined below:

(a) All floors shall have a primary escape route which provides a safe path for travel to the outside of the building. When the floor is above or below ground level, the primary escape route shall be an interior stairway or an exterior stairway. No sleeping rooms are allowed in the basement.

(b) In addition to the primary escape route, each floor used for sleeping or napping purposes shall have an alternative means of escape. This includes either of the following:

(1) A door or stairway providing a means of unobstructed travel to the outside of the building at ground level; or,

(2) An exterior window operable without the use of tools which provides a minimum clear opening of 20 inches in width, 24 inches in height and 5.7 square feet in area. The lower ledge of the window shall not be more than 44 inches above the floor or a platform which is permanently attached to the floor or wall under the escape window.

(c) No room or space that is accessible only by a ladder, folding stairs or through a trap door shall be used for a child day-care.

(d) All stairs, hallways, corridors, ramps and passageways leading to an exit shall be maintained at a minimum illumination measured at the floor level of one foot candle.

(e) Doorways, corridors and stairways which are part of the primary or alternate escape route shall be kept clear of obstructions.

(f) Each door in a means of egress shall not be less than 28 inches wide.

(g) Every closet door latch shall be such that children can open the door from inside the closet.

(h) Every bathroom door lock shall be designed to permit the opening of the lock door from the outside in an emergency. The opening device shall be readily accessible to the staff.

1484.07 FIRE EVACUATION REQUIREMENTS.

Each home shall meet the following fire evacuation requirements:

(a) The provider must have a written fire evacuation plan which consists of a floor plan marked with a primary escape route and an alternate escape route to a designated meeting place outside the home.

(b) The provider shall practice the fire evacuation plan at least once each month at different times of the day. The date and time of each practice drill shall be kept in a written log. It is recommended that fire safety be a part of the educational program of the child day-care center.

(c) The written fire evacuation plan and log of practice fire drills shall be available for review by a City official designated by the Mayor.

1484.08 STORAGE OF FLAMMABLE, COMBUSTIBLE MATERIALS AND CONTROLLED SUBSTANCES.

Storage of flammable, combustible materials and hazardous toxic or controlled substances such as, but not limited to, gasoline, kerosene, fuels, rubbing alcohol, furniture polish and wax, rubber and contact cement, paint, paint thinner and stripper, detergents, herbicides, pesticides, prescription drugs, shall be as follows:

(a) No gasoline, kerosene or fuels shall be stored in the home.

(b) Combustible, liquid materials and controlled substances that are needed in the home shall be:

(1) Stored in their original containers;

(2) Kept in closed storage;

(3) Stored out of the reach of children; and

(4) Stored away from heaters, furnaces, water heaters and gas appliances.

1484.09 SMOKE DETECTORS.

(a) There shall be at least one Underwriters Laboratories, Inc. or Factory Mutual Research Corp., approved smoke detector located in the basement and on each level, including one in each sleeping room. The provider shall place, install, test and maintain smoke detectors in accordance with manufacturer's recommendations and in conformity with Chapter 1640.

(b) Smoke detectors shall be installed outside of each separate sleeping rooms in the immediate vicinity of the bedrooms and on each additional story of the family living unit, including basements and excluding crawl-spaces and unfinished attics.

1484.10 FIRE EXTINGUISHERS.

(a) There shall be at least one Underwriters Laboratories, Inc. or Factory Mutual Research Corp., approved portable fire extinguisher in the home which shall have a minimum rating of 2A 10BC. At least one fire extinguisher shall be located in the kitchen of the home.

(b) Portable extinguishers shall be maintained in a fully charged operable condition, and kept in their designated places at all times when they are not being used. Extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas.

(c) Upon discovery of a fire on the premises, the provider shall immediately notify the City Fire Division to request their assistance, even if a home fire extinguisher has been used to put out the fire.

1484.11 HEATERS.

Unventilated fuel-fired heaters shall not be used. When vented gas, oil or wood fired heaters are used, a guard shall be provided for each heater, stove or fireplace to protect the children from hot surfaces and open flames.

1484.12 ELECTRICAL OUTLETS AND CONNECTIONS.

(a) All electrical connections shall be made in junction boxes which are properly covered. Electrical extension cords shall not be used as permanent wiring.

(b) The provider shall install child-proof protective covers for all electrical outlets in all areas of the home where children are present.

1484.13 PROHIBITED FACILITIES.

Unless otherwise permitted or specifically in the Planning and Zoning Code, the following uses are prohibited:

- (a) Group homes.
- (b) Rehabilitation facilities.
- (c) Cooperative homes.

1484.99 PENALTY.

(a) Whoever violates any provision of this chapter is guilty of a ~~fourth degree misdemeanor for a first offense and shall be fined not more than two hundred fifty dollars (\$250.00) or imprisoned not more than 30 days, or both. For a second offense within six months of the first offense, such person is guilty of a~~ first degree misdemeanor and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both.

(b) Failure to correct a violation of this chapter within the time set forth on any notice from the City shall be cause for revocation of a child day-care home permit.