



## CITY COUNCIL MEETING

### AGENDA

7:00PM

TUESDAY, FEBRUARY 21, 2023

#### **LOCATION:**

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

**Per current CDC guidelines, the City no longer requires participants and attendees to wear masks or face coverings.**

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

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1. Roll Call
2. Pledge of Allegiance;
3. Reading and Disposal of the Journal;
4. Additions and Removals from the Agenda; Referrals to Committee;
5. Comments from the Audience;
6. Reports and Communications from the Mayor, and the taking of action thereon;
7. Reports and Communications from the City Council, and the taking of action thereon;
8. Reports and communications from the Directors of the Department of Finance, the Department of Law, the Department of Public Safety, the Department of Public Service, and other department heads as applicable, and the taking of action thereon;
  - a) Finance
  - b) Law
  - c) Public Safety (Police/Fire)
  - d) Service
  - e) Building
  - f) Housing and Community Development
  - g) City Engineer
  - h) Communications / Civic Engagement
  - i) Economic Development
9. Reading and Disposition of Ordinances, Resolutions, Motions, and Consideration of agenda items:
  - A. Motion to Authorize the Mayor to Enter the Contract for Transportation Services Contract with Senior Transportation Connection in an amount not to exceed \$20,000. (tabled 01/17 & 02/06/23)
  - B. Motion to approve the Engagement of Letter of Stefanik Iosue & Associates, LLC for the provision of Labor Counsel Services for 2023 at an amount not to exceed \$70,000.00
  - C. Amended Ordinance 2023-05 Enacting Codified Ordinance Section 1064.021 Entitled "Loose Recycling Services" and Declaring an Emergency (on first reading)

- D. Ordinance 2023-09 Transfer of Funds from the General Fund (100) to the Capital Improvement Fund (400); Facility Improvement Fund (411); Street Lighting Fund (203); Payroll Stabilization Fund (299); Sewer Operating Fund (201); Sewer Capital Fund (401) and Shade Tree Fund and Declaring an Emergency (on emergency)
- E. Ordinance 2023-10 Ordinance Establishing the Compensation of the Vice-Mayor and the Members of Council
- F. Ordinance 2023-11 An Ordinance Amending Codified Ordinance Section 1246.01(C) to Increase Remuneration for Members of the Architectural Review Board, and Declaring an Emergency (on emergency)
- G. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

Reports of standing committees and the taking of action thereon;

**BUILDING/HOUSING**

Chairperson Barbara Blankfeld

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

**COMMUNITY OUTREACH**

Chairperson Brian King

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

**ECONOMIC DEVELOPMENT**

Chairperson John Rach

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

**FINANCE**

Chairperson Michele Weiss

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

**RECREATION**

Chairperson Chris Cooney

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

**SAFETY**

Chairperson Justin Gould

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

**SERVICE AND UTILITIES**

Chairperson Sheri Sax

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

**COMMITTEE OF THE WHOLE**

Vice Mayor Michele Weiss

- 10. Reports of Special Committees, and the taking of action thereon;
- 11. Unfinished and Miscellaneous Business;
- 12. Adjournment

## **Transportation Services Contract**

This Transportation Services Contract (the “Contract”), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 202\_3, by and between the City of University Heights, (“Recipient,”) and Senior Transportation Connection, an Ohio non-profit corporation (“Contractor”).

*WHEREAS*, the Recipient desires to retain the Contractor to provide certain transportation service to the Recipient and/or those for whom Recipient provides transportation opportunities or programs (“Passengers”); and

*WHEREAS*, the Contractor is properly qualified to furnish transportation services and desires to provide transportation services to the Recipient and/or its Passengers according to the terms and conditions stated herein.

Now, therefore, the Recipient and the Contractor agree as follows:

### **SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR**

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not be construed to be an agent or employee of the Recipient. As an independent contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable federal, state and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor’s employees’ wages or salaries.

- A) The Contractor shall hire, compensate and supervise members of its work force, and shall direct and control the manner in which transportation work is performed, including the conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will work.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide transportation or other service(s) to other private and public entities.

### **SECTION 2: TERM**

Subject to the early termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2023 and end on December 31, 2023 (“Term”). Unless either party serves written notice of cancellation to the other party at least ninety (90) days prior to the end of the Term, the Term of this Contract shall renew automatically for successive one year terms under the same terms and conditions, except that the monthly service fees shall increase in proportion to the percentage change in the U.S. Consumer Price Index, all items, U.S. Bureau of Labor Statistics, 1982-1984 = 100, Cleveland-Akron Area Average, over the previous twelve (12) months. If the CPI is revised so as to be based on different average years or other factors, or if it is no longer issued or published, the parties shall use such other index as is then generally

recognized and accepted for similar determinations of purchasing power. Fuel costs may also increase or decrease under the fuel escalation provisions contained herein.

### **SECTION 3: OVERVIEW**

During the Term of this Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals or who are otherwise determined by the Recipient to be eligible for its transit program.

### **SECTION 4: FEE SCHEDULE & PAYMENTS**

#### **Group Trips**

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$60.00 per one-way Passenger trip for the group transit activities (senior center, lunch programs, shopping). \$60.00 is the rate for UP TO, and including, five (5) individuals. The Recipient will pay the Contractor a rate of \$12.00 per one-way Passenger trip for each passenger above the five (5) individuals. A group trip must be comprised of individuals going to the same destination. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A, which shall be credited back to the Recipient on the following month's invoice.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance provided by the Contractor per month.

#### **Individual Trips**

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$35.00 per one-way Passenger trip, which is defined as medical, therapy, or personal. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance, provided by the Contractor per month.

Recipient will be electronically invoiced monthly by the 10<sup>th</sup> business day of the month for the previous month's activity to [Rita Drew, rdrew@universityheights.com](mailto:rdrew@universityheights.com).

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

#### **NO SHOW OR LATE CANCELLATIONS**

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for two (2) one-way Passenger trips for each cancellation over 10% of total cancellations for that month. The Contractor will provide written notification to the non-compliant Passenger per the Contractors policy attached hereto to as EXHIBIT B.

## **FUEL ESCALATION**

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon.

Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the [www.aaafuelgaugereport.com](http://www.aaafuelgaugereport.com).

### **Vehicle Trip Charge:**

If the monthly average exceeds the base rate, the fuel surcharge per trip will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of trips for the month.

### **Vehicle Hour Charge** (applies to group trips and contracts based upon hourly rates):

If the monthly average exceeds the base rate, the fuel surcharge per hour will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of vehicle hours for the month times 1.3 (STC's average trips/hour).

This monthly fuel surcharge will appear as a separate line item on your invoice.

## **FARES**

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor for individual trips. The Passenger fare shall be paid according to Recipient's fare policy unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers will not accept tips or indicate to Passengers that a tip is expected or permitted.

## **SECTION 5: SCOPE OF SERVICE**

### **SERVICE AREA**

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

### **OPERATING SCHEDULE**

Transportation services operate Monday through Friday, 8:00AM to 4:00 pm, within the specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes and schedules, so as to accommodate ridership.

The Contractor maintains a policy on closings in case of weather-related conditions and Senior Transportation Connection Contract with City of University Heights

emergencies. This policy is attached as EXHIBIT D to this Contract.

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## **TRIP RESERVATIONS AND SCHEDULING**

- A) All riders must be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated numbers.
- C) The Contractor may accept trip requests up to three (3) days prior to travel or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which will include the Passenger's name, the location of each Passenger's pick-up and drop-off point, whether the Passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the Passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added ("add-ons") to the manifest during the service day, if the schedule permits, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

## **FACILITIES**

- A) **Operating Base.** Contractor shall provide a base of operation with adequate facilities for administration and, unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) **Communications.** The Contractor shall be required to operate a two-way communication system.
- C) **Security.** Contractor shall take all reasonable precautions to secure its vehicles and records.
- D) **Telephone/fax**
  - 1) Contractor and Recipient shall equip its administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.
  - 2) Contractor shall provide, at its own expense, a dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

## **VEHICLES**

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the

Americans with Disabilities Act (ADA).

### **CONTRACTOR'S PERSONNEL**

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
  - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, national origin, military status or any other legally protected characteristic. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an Equal Opportunity Employer.
  - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act, as amended.

### **DRIVER SELECTION& TRAINING**

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:
  - 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four);
  - 2) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
  - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire, and every 5 years thereafter.
- B) **Driver Training.** The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
  - 1) Defensive driving;
  - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
  - 3) Operating procedures, including fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems and dispatch



procedures;

- 4) Familiarization with the service area and passenger assistance techniques; and
- 5) Relevant policies and procedures contained in an Operator's Manual.

In addition, the driver training shall include at least:

- a) Annual reviews of individual driver's responsibilities and performance;
  - b) Semi-annual observations of the driver's on-the-job performance; and
  - c) Maintaining records for all drivers to verify that the training has been received.
- 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three (3) years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with Passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

#### **PASSENGER ASSISTANCE**

- A) Drivers shall provide “door to door” assistance as necessary. “Door to door” is defined as the location immediately outside of the Passenger’s pick up or drop off location, be it the personal residence, office building, store, etc. If a Passenger does not wish assistance, the driver shall visually confirm that the Passenger makes it safely inside the building at the Passenger’s destination. Drivers shall be instructed to exercise tact at all times to maintain Passengers' dignity and pride.
- B) Unsure Destination. In the event that any confusion occurs about the correct destination to which a Passenger is to be taken (e.g. if the Passenger says the location is wrong, the building is vacant or the address cannot be located), the driver is required to confer with Passenger and obtain instructions from the dispatcher. No Passenger shall be picked-up or dropped-off at any address other than the one originally given to the Contractor without prior approval of the dispatcher.
- C) Waiting for and Notifying Passengers
- 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
  - 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

#### **MONITORING AND SUPERVISION**

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed.

## **PERFORMANCE LOG**

The Contractor shall maintain a log with information on safety concerns, Passenger complaints, Passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

## **REFUSAL OF SERVICE**

The Contractor shall have the ability to refuse service to a Passenger if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive, intoxicated or if there are other significant health and welfare concerns. All service denials shall be reported to the Recipient's designee within a reasonable time.

## **SERVICE INTERRUPTION**

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service as soon as possible.

## **SECTION 6: ACCIDENTS**

If a passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify Dispatch and Dispatch will notify a family member or emergency contact.

## **SECTION 7: REPORTING**

The Contractor shall provide reports upon request that include:

- A) Information as may be required by Federal Transit Administration and the Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

## **SECTION 8: SUBCONTRACTING**

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
  - 1) Serves as the sole contact responsible party with the Recipient.
  - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract.

## **SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS**

- A) The Contractor represents that it is currently and agrees that it shall continue to be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under this Contract.

B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)), and in particular, that the services performed under the Contract do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

#### **SECTION 10: INSURANCE**

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this automobile liability insurance coverage in the amount of at least \$1,000,000/ per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date.
- B) General Liability Insurance. Contractor shall obtain Comprehensive General Liability insurance for \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

#### **SECTION 11: INDEMNIFICATION/LIMITS OF LIABILITY**

To the full extent of the available insurance under Section 10, only, the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE

POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

## **SECTION 12: RECORDS**

The parties shall maintain such financial and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment.

Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

## **SECTION 13: TERMINATION**

Either Party may terminate this Contract for any reason, or for no reason, upon ninety (90) days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's operations are dependent upon and funded in substantial part by quasi-governmental entities and private nonprofit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon thirty (30) days' written notice to Recipient, and in Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination for convenience or due to funding issues, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

## **SECTION 14: LEGAL FEES AND WAIVER**

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

## **SECTION 15: VENUE AND GOVERNING LAW**

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

## **SECTION 16: SEVERABILITY**

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

## **SECTION 17: FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, Government acts or omissions, fires, strikes, national disasters, pandemics, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

## **SECTION 18: PAYMENTS**

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 4.

## **SECTION 19: NOTICES**

All notices sent pursuant to this Contract shall be sent to the following:

If to Recipient:

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

Copy to:

Mr. Luke McConville  
Law Director, City of University Heights  
Nicola, Gudbranson & Cooper, LLC,  
1400 Republic Building,  
25 West Prospect Avenue  
Cleveland, Ohio 44115

If to Contractor:

Laura Kleinman  
Executive Director  
Senior Transportation Connection  
4735 West 150<sup>th</sup> Street, Suite A  
Cleveland, Ohio 44135

## **SECTION 20: ENTIRE CONTRACT**

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

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IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

**RECIPIENT:**

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Dated : \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Dated : \_\_\_\_\_

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**Exhibit A**  
**Operating Protocol & Defined Service Area**

Organization: **University Heights**

Provider: **University Heights**

Funder: **University Heights**

Contact name: Mayor Michael Dylan Brennan

Email: [mdb@universityheights.com](mailto:mdb@universityheights.com)

Phone: (216) 932-7800 X-222

Fax: (216) 932-8531

STC Office Hours: Mon-Fri 7am-5pm

Van/Appt days and hours: Mon-Fri 8am-4pm

Cancellation procedure: **STC Policy** (before 7am day of trip)

Registration procedure: **STC Procedures**

Individual bookings: YES

Subscriptions allowed: YES

Fares: **\$3.00 cash** each way

# Of trips allowed: **unlimited**

**Personal trips allowed**

Service area: **Can go** anywhere CPA (Highland Hts, Lyndhurst, Mayfield Hts./Village & S. Euclid—check protocol) can go. **NO** Broadview Hts. or Independence.

Miscellaneous Information:

1. **Make sure you book all MEDICALS!!**



## **Exhibit B**

### **Policy: No Shows or Late Cancellations**

#### **Purpose**

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling, and that no-show Passengers are located and safe.

#### **Policy**

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, Passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a Passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact Dispatch. Dispatch will contact the Passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the Passenger. Once the driver has determined the Passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it is important that Passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC Passenger. If a Passenger fails to call before 7:00 am the day of service, the Recipient will be charged the "no show" rate.

Recipient agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.

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**Exhibit C**  
**Policy: Holidays**

The Contractor recognizes, offices and operations are closed, for the following holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

**Exhibit D**  
**Policy: Inclement Weather**

**Purpose:**

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

**Contractor Responsibilities:**

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact all riders scheduled for that day and advise them of trip cancellations. Reasonable efforts will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

**Recipient Responsibilities:**

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City Services, the local Senior Center, or the Recipient's specific programming, due to inclement weather.

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## **STEFANIK IOSUE & ASSOCIATES, LLC FEE AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF UNIVERSITY HEIGHTS, Cuyahoga County, Ohio hereinafter referred to as the "City," and STEFANIK IOSUE & ASSOCIATES an Ohio firm having its place of business in Cleveland, Ohio, hereinafter referred to as the "Firm." The parties hereby agree to the following terms and conditions through December 31, 2023.

THE FIRM agrees to provide to the City, labor relations, human resources and/or other management counseling services as may be requested by the City throughout the duration of this Agreement.

THE CITY agrees to pay the Firm for all actual hours spent in providing the aforementioned services to the City at a rate of one-hundred seventy-five (\$175) per hour. Invoices setting forth all charges shall be submitted as accrued on a monthly basis and are payable upon receipt. Total charges under this Agreement shall not exceed seventy thousand dollars (\$70,000.00).

STEFANIK IOSUE & ASSOCIATES hereby certifies that neither it, nor any of its owners, employees or their immediate family members, individually or in the aggregate, has made political contributions in excess of the limits established in HB 694 and HB 119 to elected or appointed Officials of the CITY.

IN WITNESS WHEREOF, the parties hereunto set forth their hand in the City of University Heights,  
County of Cuyahoga, State of Ohio this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR STEFANIK IOSUE & ASSOCIATES, LLC:

*/s/ Jeremy D Iosue*

\_\_\_\_\_  
Jeremy D. Iosue, Partner

ACCEPTED FOR THE CITY OF UNIVERSITY HEIGHTS:

\_\_\_\_\_  
Michael Dylan Brennan, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ORDINANCE NO. 2023-05, AS AMENDED**

**INTRODUCED BY: Council Member Sheri Sax**

**AN ORDINANCE ENACTING CODIFIED ORDINANCE SECTION 1064.021 ENTITLED “LOOSE RECYCLING SERVICES” AND DECLARING AN EMERGENCY.**

**WHEREAS**, City Council wishes to modernize the manner in which the City conducts recycling; and

**WHEREAS**, City Council has engaged in extensive study, review and analysis of issues relating to solid waste removal and recycling;

**WHEREAS**, City Council, as part of its review and analysis, has reviewed several solid waste study reports including, but not limited to, the “2020 University Heights, Ohio Solid Waste Collection Study and Analysis” prepared by GT Environmental; the “University Heights Solid Waste Service Community Survey” prepared by Baldwin Wallace Community Research Institute; the “University Heights Residential Rubbish and Recycling Collection Survey: prepared by Resource Recycling Systems; the “2020 Cuyahoga County Solid Waste District Annual Report Card”; the ; “2021 Cuyahoga County Solid Waste District Annual Report Card”; and

**WHEREAS**, City Council has reviewed additional written materials related to solid waste collection and/or recycling, including, but not limited to, the “2020 State of Curbside Recycling Report” by The Recycling Partnership; “December 2021: Encouraging Better Curbside Recycling Behavior by the SWANA Applied Research Foundation” by the Solid Waste Association – North America; and

**WHEREAS**, City Council has performed additional due diligence, including hearing presentations from the Cuyahoga County Solid Waste District, Kimble MRF, Rust Belt Riders and the Ohio Environmental Protection Agency;

**WHEREAS**, City Council performed additional due diligence in the form of telephone conversations and/or site visits to personnel from the following municipalities: Brecksville, Brook Park, Village of Chagrin Falls, Cuyahoga Heights, Highland Hills, Independence, Lakewood, Lyndhurst, Moreland Hills, Rocky River, Valleyview, Pepper Pike, Shaker Heights and Solon;

**WHEREAS**, City Council’s Service & Utilities Committee met on numerous occasions to gather information and discuss legislative or administrative options relating to solid waste collection and recycling;

**WHEREAS**, in connection with its research, study, review, performance of due diligence, discussion and debate relating to solid waste removal and recycling services in the City of University Heights, City Council wishes to modernize the City’s practices by offering Loose Recycling Services as hereafter set forth;

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

**Section 1.** Council hereby enacts Codified Ordinance Section 1064.021 entitled “Loose Recycling”, which shall read in its entirety as follows:

**1064.021 LOOSE RECYCLING SERVICES**

(a) The following terms shall be defined as follows:

(1) “Designated Recyclable Materials” or “DRM” shall mean items or materials that may be recycled using the City’s Loose Recycling Services, as determined from time to time by the City’s Service Director.

(2) “Loose Recycling Services” shall mean the pick-up and disposal by the City of Designated Recyclable Materials (“DRM”) contained loosely in Recycling Bins for transforming or remanufacturing such DRM into usable or marketable materials other than landfilling or incineration.

(3) “Recycling Bins” shall mean containers provided by the City to residents for loose containment of DRM.

(b) The City shall offer Loose Recycling Services to residents and/or occupants of residential dwellings. Loose Recycling Services shall be offered by means of backyard and/or side yard pickup.

(c) The City shall provide Recycling Bins to residents who wish to participate in Loose Recycling Services.

(d) To participate in the City’s Loose Recycling Services, residents shall opt-in by obtaining Recycling Bin(s) from the City, at times and locations designated by the City.

(e) The City Service Director shall adopt rules and regulations for the provision of Loose Recycling Services.

**Section 2.** The Service Director shall provide cost estimates or bids for provision of Recycling Bins, and Council shall select a vendor for such services and shall appropriate funds for the purchase of said Recycling Bins.

**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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, by immediately codifying the loose recycling mandate, so that the City can take all necessary steps, without delay, to implement appropriate regulations and modernize the City’s recycling practices. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

**City of University Heights, Ohio**

\_\_\_\_\_  
**Michael Dylan Brennan, Mayor**

**Passed:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
**Kelly M. Thomas, Clerk of Council**

**Approved**  
**as to form:** \_\_\_\_\_  
**Luke F. McConville, Law Director**

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**CITY OF UNIVERSITY HEIGHTS  
INTEROFFICE MEMORANDUM**

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**TO:** CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

**FROM:** DENNIS KENNEDY, FINANCE DIRECTOR

**SUBJECT:** BUDGETED FUND TRANSFERS

**DATE:** FEBRUARY 17, 2023

**CC:** KELLY THOMAS, CLERK OF COUNCIL

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I would like to add an item to the Council agenda for February 21, 2023 meeting. This relates to budgeted fund transfers for 2023. The details of these transfers are highlighted below:

<b><u>TRANSFER FROM</u></b>	<b><u>TRANSFER TO</u></b>	<b><u>AMOUNT</u></b>
GENERAL FUND - 100	CAPITAL IMPROVEMENT FUND – 400	\$210,000.00
GENERAL FUND – 100	FACILITY IMPROVEMENT FUND – 411	\$50,000.00
GENERAL FUND – 100	STREET LIGHTING FUND – 203	\$50,000.00
GENERAL FUND – 100	PAYROLL STABILIZATION FUND – 299	\$27,000.00
GENERAL FUND – 100	SEWER OPERATING FUND – 201	\$10,000.00
GENERAL FUND – 100	SEWER CAPTAL FUND – 401	\$5,000.00
GENERAL FUND – 100	SHADE TREE FUND	\$5,000.00

All of the transfers have been included in the 2023 permanent budget approved by Council in December 2022.

**ORDINANCE NO. 2023-09**

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (100) TO THE CAPITAL IMPROVEMENT FUND (400); FACILITY IMPROVEMENT FUND (411); STREET LIGHTING FUND (203); PAYROLL STABILIZATION FUND (299); SEWER OPERATING FUND (201); SEWER CAPITAL FUND (401) AND SHADE TREE FUND AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE CAPITAL IMPROVEMENT FUND; FACILITY IMPROVEMENT FUND; STREET LIGHTING FUND; PAYROLL STABILIZATION FUND; SEWER OPERATING FUND; SEWER CAPITAL FUND AND SHADE TREE FUND**

**Section 1.** The Director of Finance be, and is hereby authorized and directed to make the necessary transfer of funds as herein set forth and that such transfers be and the same are hereby ratified and confirmed, to wit:

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	Capital Improvement Fund (400)	\$210,000.00
	Facility Improvement Fund (411)	\$50,000.00
	Street Lighting Fund (203)	\$50,000.00
	Payroll Stabilization Fund (299)	\$27,000.00
	Sewer Operating Fund (299)	\$10,000.00
	Sewer Capital Fund (401)	\$5,000.00
	Shade Tree Fund	<u>\$5,000.00</u>
	Total:	\$357,000.00

**Section 2.** The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

**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 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 Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

\_\_\_\_\_  
**MICHAEL DYLAN BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

\_\_\_\_\_  
**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LUKE F. MCCONVILLE, LAW DIRECTOR**