



February 1, 2023

Hon. Michael Dylan Brennan  
Mayor & Safety Director  
City of University Heights  
2300 Warrensville Center Road  
University Heights, OH 44114

Re: *Federal Advocacy Support for the City of University Heights*

Dear Mayor Brennan,

Thank you for taking time to meet today. I appreciated the chance to discuss how LNE Group can help the City of University Heights secure public funding through the federal budget earmark process. We discussed pursuing funding for a sewer project. There are at least four budget accounts which can be earmarked for sewer projects. We suggest a project in the \$1 million-\$2 million range. We propose the following engagement:

### **Scope of Services**

LNE Group will manage pursuit of “community project funding” or “congressionally directed spending,” also known as an appropriations earmark, for federal fiscal year 2024 on behalf of the City.

LNE Group will:

- Provide intelligence on appropriations successes and best practices based on FY 2022 and FY 2023 funded projects and upcoming FY2024 guidance; including amount of funds to request for FY 2024 (e.g., \$2 million) based on analysis of all available earmark accounts, including but not limited to:
  - USEPA STAG
  - US Army Corps of Engineers Ohio Environmental Infrastructure, Section 594
  - FEMA Pre-Disaster Mitigation
  - HUD Community Development Fund (CDBG)
- Work with City to craft a project request for earmark funding, meeting two important criteria: being strategic to City and eligible for earmark funding based on FY 2024 guidance.
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the earmark request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote the City’s project.
- Report regularly to the City.

The City will:

- Provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of sewer improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with Members of Congress and their staff as reasonably required to support the earmark request.
- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the application.

## About LNE Group

LNE Group is one of the largest combined federal and state government advocacy firms in Ohio. Founded in Cleveland in 2002, we have enjoyed more than twenty years of continuous service to clients in Ohio, throughout the U.S., and in Europe. During our more than two decades of client work, we have secured more than \$800 million in public funding.

In 2022, LNE Group was successful securing in the federal FY 2023 omnibus government funding package sewer improvement earmarks for two Ohio local governments:

- City of Brunswick: \$1.5 million for stormwater management and sewer improvements. USEPA will fund the project through the State and Tribal Assistance Grants (STAG) program.
- Belmont County Water & Sewer District: \$800,000 for its sanitary sewer project, to be administered through the same USEPA STAG program.

## Engagement Model

We propose the following engagement model:

- Upfront Payment: The City will pay LNE Group a fee of \$10,000 for the work described in Scope of Services above.
- Second Payment: The City would pay LNE Group a second fee of \$10,000 if the City's project appears in one of the House or Senate appropriations bills.
- Third Payment: The City would pay LNE Group a third fee of \$10,000 if the City's project appears in the final enacted federal budget.

The foregoing professional fees cover LNE Group's professional time and expenses.

We would be pleased to help the City of University Heights secure federal funding. Thank you for your consideration.

Very truly yours,



Lee C. Weingart  
President & Founder

## **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.

DRAFT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Angela Stubbs	
Taylor Oswald, LLC		<b>PHONE (A/C, No, Ext):</b> (216) 367-8787	<b>FAX (A/C, No):</b> (216) 241-4520
1100 Superior Avenue East		<b>E-MAIL ADDRESS:</b> astubbs@tayloroswald.com	
Suite 1300		<b>INSURER(S) AFFORDING COVERAGE</b>	
Cleveland OH 44114		<b>INSURER A:</b> Kinsale Insurance Company	<b>NAIC #</b> 38920
<b>INSURED</b>		<b>INSURER B:</b> SiriusPoint Specialty Insurance Corporation	16820
Senior Transportation Connection		<b>INSURER C:</b>	
4735 West 150th Street		<b>INSURER D:</b>	
Cleveland OH 44135		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL22121478840**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0100216649-0	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FMT01AU00000021	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100217625-0	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0100216649-0	12/01/2022	12/01/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Automobile Deductibles						Comprehensive Ded: \$5,000 Collision Ded: \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excess Umbrella policy #0100217625-0 applies to General Liability only.

**CERTIFICATE HOLDER****CANCELLATION**

Senior Transportation Connection 4735 W 150th St., Ste A  Cleveland OH 44135	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>
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**2023-08**

**A Resolution Recognizing and Celebrating Black History Month 2023**

**WHEREAS**, the City of University Heights is a community that values its diverse population and celebrates the many cultures, backgrounds, and histories of its residents; and

**WHEREAS**, Black History Month has been recognized each February by U.S. Presidents since 1976 and grew out of the creation of Negro History Week in 1926 by Carter G. Woodson, an author, historian, and son of enslaved persons; and

**WHEREAS**, Black Americans have struggled and persevered through enslavement, persecution, and oppression, facing still today systemic barriers to equality in our economy, at the ballot box, and in many other facets of American society; and

**WHEREAS**, despite these seemingly unending challenges, Black Americans have continuously made critical contributions to America and the world through innovation in arts, science, business, law and governance, healthcare, education, and more, as well as to our broader national culture and heritage; and

**WHEREAS**, the Association for the Study of African American Life and History – founded by Mr. Woodson – has declared the 2023 theme for Black History Month to be “Resistance”; and

**WHEREAS**, by resisting Black people have achieved triumphs, successes, and progress as seen in the end of slavery, dismantling of Jim Crow segregation, increased political representation at all levels of government, desegregation of educational institutions, the passage of Civil Rights Act of 1964, the opening of the Smithsonian National Museum of African American History in Washington, DC and increased and diverse representation of Black experiences in media; and

**WHEREAS**, Black resistance strategies have served as a model for every other social movement in the country, thus, the legacy and importance of these actions cannot be understated; and

**WHEREAS**, it is essential to our continued growth and progress as a nation that we honor the legacy and contributions of Black Americans while vowing to continue the necessary work of reckoning with past injustice and seeking equity for our present and future – not only in this month, but indeed all year round; and

**WHEREAS**, Black history is American history; and during Black History Month, we pay tribute to the contributions and accomplishments of past generations as we reaffirm our commitment to keeping the American Dream alive for generations to come.

**NOW, THEREFORE, BE IT JOINTLY PROCLAIMED BY THE MAYOR AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:**

**Section 1.** The City of University Heights recognizes and honors Black History Month in February 2023, celebrates our Black neighbors, and encourages all residents to further educate themselves on Black history in America and seek remedies to continued injustices.

**Section 2.** It is hereby found that all formal actions of this 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 of all legal requirements.

**Section 3.** 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 this resolution pertains to the concurrent celebration of Black History Month in February 2023; 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**

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

\_\_\_\_\_  
Michele Weiss, Vice Mayor

\_\_\_\_\_  
Barbara Blankfeld, Councilmember

\_\_\_\_\_  
Christopher Cooney, Councilmember

\_\_\_\_\_  
Justin Gould, Councilmember

\_\_\_\_\_  
Brian J. King, Councilmember

\_\_\_\_\_  
John Rach, Councilmember

\_\_\_\_\_  
Sheri Sax, Councilmember

Passed: February 6, 2023  
Attest:

\_\_\_\_\_  
Kelly M. Thomas, Clerk of Council

\_\_\_\_\_  
Luke F. McConville, Director of Law

**INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN**

**AN ORDINANCE ACCEPTING OPIOID SETTLEMENT FUNDS AND DIRECTING PLACEMENT OF SUCH FUNDS IN A SEPARATE FUND, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has previously authorized the Mayor to participate in the OneOhio MOU for settlement of claims in connection with claims against certain opioid manufacturers; and

**WHEREAS**, the City has been notified by the Ohio Attorney General that the first payment of funds from the OneOhio Settlement with the opioid distributors McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation is being distributed to eligible local governments including the City of University Heights; and

**WHEREAS**, the State Auditor has recommended that the City accept the Settlement Funds from the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc. and AmerisourceBergen Corporation (“Settlement Funds”) subject to the adoption of an Ordinance that the local government’s share of the Ohio Settlement Funds be placed in a separate fund and be used only for the approved purposes as required by the OneOhio MOU.

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

**Section 1.** The City of University Heights hereby agrees to accept the OneOhio Opioid Settlement Funds pursuant to the OneOhio MOU and that such Settlement Funds be placed in a separate fund called the OneOhio Opioid Settlement Fund and used only for the approved purposes required by the OneOhio MOU. Council hereby authorizes the Finance Director to establish creation of Fund 255, a special revenue fund, to administer and account for any settlement funds received by the City.

**Section 2.** Prior to expending any of the Settlement Funds in the OneOhio Opioid Settlement Fund the City official requesting use of such Settlement Funds shall provide a written explanation how the expenditure meets the approved purposes definition of the OneOhio MOU, City Council approval shall first be obtained, and each expenditure shall be tracked and adequate documentation of the expenditure be maintained by the Finance Director of the City of University Heights.

**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 declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that it is necessary to enact this Ordinance immediately in order to segregate the funds into a proper fund and provide for the expenditure of the funds in accordance with the OneOhio MOU; 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, OHIO**

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

**FIRST READING:\_\_\_\_\_**

**PASSED:\_\_\_\_\_**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**BY: COUNCIL AS A WHOLE**

**AN ORDINANCE ACKNOWLEDGING AND ACCEPTING THE APPOINTMENT OF MICHAEL E. CICERO AS PROSECUTOR AND ASSISTANT LAW DIRECTOR; AUTHORIZING A CONTRACT FOR COMPENSATION; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Law Director has appointed Michael E. Cicero as City Prosecutor and Assistant Law Director, effective January 1, 2023;

**WHEREAS**, prosecutorial services are necessary services for the City of University Heights, are contemplated by the City’s ordinances, and result in furthering the health, safety and welfare of the citizens of University Heights;

**WHEREAS**, City Council hereby determines, in its sole discretion, that the compensation and other terms of employment of Mr. Cicero as City Prosecutor are fair and reasonable to the City of University Heights, and further determines that said terms of employment were negotiated at arm’s length;

**WHEREAS**, Ohio Revised Code Section 733.621 permits a City Law Director to appoint his or her law partner to the position of City Prosecutor;

**WHEREAS**, City Council acknowledges the disclosure by Law Director Luke F. McConville that Michael E. Cicero is a partner in Nicola, Gudbranson & Cooper, LLC and that Michael E. Cicero and Luke F. McConville are law partners in said law firm, and further acknowledges that this ordinance satisfies the disclosure obligation set forth in Ohio Revised Code Section 2921.421;

**WHEREAS**, the City wishes to avoid any gap in the provision of prosecutorial services; and

**WHEREAS**, the City Council hereby authorizes the appointment of Michael E. Cicero as City Prosecutor;

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

**Section 1. Appointment**

The appointment of Michael E. Cicero as Prosecutor and Assistant Law Director is hereby acknowledged and approved, effective January 1, 2023 to remain in office through December 31, 2024.

**Section 2. Basic Services**

Subject to the compensation provisions herein, the Prosecutor, on a part-time basis, shall: prosecute and enforce all criminal laws in University Heights; assist the Law Director in accordance with all applicable laws, and otherwise provide services in the best interest of the citizens of the City.

**Section 3. Compensation for Legal Services**

Effective January 1, 2023 and annually thereafter until December 31, 2024, the City shall budget and pay the Prosecutor compensation in the form of annual salary and/or retained or contracted services the sum of \$40,000.00, plus the City's portion due the Public Employees Retirement System on said amount.

- (a) To prosecute all criminal matters before the Shaker Heights Municipal Court, inclusive of court time to enter any pleas deal or argue motions.
- (b) To regularly advise the Police Department and Building Department in all matters related to Shaker Heights Municipal Court proceedings.

(c) To assist the Law Director and to assist in his absence.

In addition, the Prosecutor's time necessary to prepare for and conduct any jury trial or to prosecute any appeal shall be compensated hourly at the rate of \$150.00 per hour, which shall not be subject to contribution to the Public Employees Retirement System, provided that the Prosecutor's annual aggregate fee-for-service-billings hereunder shall be capped at \$10,000.00. In the event that the volume of jury trials or appeal proceedings is such that the City Prosecutor has exhausted the cap on billings set forth herein, the Prosecutor shall be permitted to seek additional authority from City Council to bill on a fee-for-service basis, which authority may be granted or withheld in City Council's sole and absolute discretion.

**Section 4. Funding**

City Council shall budget and appropriate all funds necessary and incidental for the expenses and compensation required for the department of law and as provided in this ordinance.

**Section 5. Expenses**

The City shall pay directly or reimburse funds advanced as expenses or costs for the benefit of the City in the conduct or operation of the law department.

**Section 6. Indemnification.**

The City shall save the Prosecutor and each employee, agent, assistant or associate of the law department harmless and indemnify each from any and all damages or liability claimed, asserted or adjudicated through civil or criminal litigation or proceedings before any court or administrative agency, and the City shall indemnify all costs or expenses for the defense thereof and pay all judgements for money damages awarded as result of undertaking the responsibilities described herein.

**Section 7.** 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, except for permitted executive sessions, 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 8.** This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights, Ohio, for the reason that Mr. Cicero will continue to handle the City's municipal court docket as of January 1, 2023. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

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**MICHAEL DYLAN BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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**LUKE F. MCCONVILLE, LAW DIRECTOR**

**ORDINANCE NO. 2023-02**

**INTRODUCED BY: Mayor Michael Dylan Brennan**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 276.04 ENTITLED “SALARIES AND EXPENSES” TO INCLUDE THE RATE OF PAY FOR MEMBERS OF THE CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY**

**WHEREAS**, City Council has customarily paid members of the Civil Service Commission at the rate of \$50 per meeting for every meeting attended; and

**WHEREAS**, there currently exists no formal policy or ordinance establishing or confirming said rate of pay, except for amounts set forth in Council annual budgets; and

**WHEREAS**, Council has previously enacted Codified Ordinance Section 1246.01 establishing, among other things, the rate of pay-per-meeting for members of the City’s Architectural Review Board; and

**WHEREAS**, Council wishes to establish a consistent practice of establishing the rate of pay for members of Boards and Commission by setting forth the rate of pay in the codified ordinances; and

**WHEREAS**, establishing the rate of pay for all Boards and Commissions by codified ordinance will simplify the City’s recordkeeping and create a transparent record for purposes of audit;

**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 amends Codified Ordinance Section 276.04 entitled “Salaries and Expenses”, which shall read in its entirety as follows:

**276.04 SALARIES AND EXPENSES**

Members of the Civil Service Commission shall be paid \$100.00 per attended meeting. Should one of the members hold a salaried position or office with the City during his or her appointment, such person shall not be compensated for his or her attendance at Civil Service Commission meetings, or for any other related time or service to the operations of the Commission.~~shall serve with or without compensation as is prescribed by Council.~~ The salaries of any employees and the necessary expenses of the Commission shall be paid out of the General Fund.

**Section 2.** Codified Ordinance Section 276.04 in existence immediately prior to the passage of this ordinance is hereby repealed

**Section 3.** Council hereby ratifies past payments made to Civil Service Commission members at the customary rate of \$50.00 per meeting attended.

**Section 4.** 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 5.** 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 establishing in the codified ordinances the rate of pay for Civil Service Commission members, consistent with the City’s current and past practices, and immediately authorizing and ratifying said payments. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

**City of University Heights, Ohio**

**Michael Dylan Brennan, Mayor**

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

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

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

**ORDINANCE NO. 2023-03**

**INTRODUCED BY: Mayor Michael Dylan Brennan**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1244.02 ENTITLED “ORGANIZATION” TO INCLUDE THE RATE OF PAY FOR MEMBERS OF THE BOARD OF ZONING APPEALS, AND DECLARING AN EMERGENCY**

**WHEREAS**, City Council has customarily paid members of the Board of Zoning Appeals at the rate of \$50 per meeting for every meeting attended; and

**WHEREAS**, there currently exists no formal policy or ordinance establishing or confirming said rate of pay, except for amounts set forth in Council annual budgets; and

**WHEREAS**, Council has previously enacted Codified Ordinance Section 1246.01 establishing, among other things, the rate of pay-per-meeting for members of the City’s Architectural Review Board; and

**WHEREAS**, Council wishes to establish a consistent practice of establishing the rate of pay for members of Boards and Commission by setting forth the rate of pay in the codified ordinances; and

**WHEREAS**, establishing the rate of pay for all Boards and Commissions by codified ordinance will simplify the City’s recordkeeping and create a transparent record for purposes of audit;

**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 amends Codified Ordinance Section 1244.02 entitled “Organization”, which shall read in its entirety as follows:

**1244.02 ORGANIZATION**

(a) The Board shall adopt rules and regulations for its own government and for carrying out its duties under this Zoning Code.

(b) Regular meetings of the Board shall be held once a month and such special meetings as necessary, upon call of the chairperson.

(c) All meetings of the Board shall be public and minutes of all meetings shall be kept, showing the attendance of members and the vote or failure to vote of each member on each matter of business. Such minutes shall be kept at the office of the Board and shall be kept at the office of the Board and shall be a public record.

(d) Attendance by members of the Board shall be in-person. The presence of three members shall constitute a quorum. The concurring vote of three members shall be necessary to dispose of any matter before the Board.

(e) Members of the Board of Zoning Appeals shall be paid \$100.00 per attended meeting. Should any of the members of the Board of Zoning Appeals hold a salaried position or office with the City during the term of his or her appointment, such person shall not be compensated for his or her attendance at such meetings, or for any other related time or service to the operations of the Board.

**Section 2.** Codified Ordinance Section 1244.02 in existence immediately prior to the passage of this ordinance is hereby repealed.

**Section 3.** Council hereby ratifies past payments made to members of the Board of Zoning Appeals at the customary rate of \$50.00 per meeting attended.

**Section 4.** 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 5.** 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 establishing in the codified ordinances the rate of pay for members of the Board of Zoning Appeals, consistent with the City’s current and past practices, and immediately authorizing and ratifying said payments. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

**City of University Heights, Ohio**

**Michael Dylan Brennan, Mayor**

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

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

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

**ORDINANCE NO. 2023-04**

**INTRODUCED BY: Mayor Michael Dylan Brennan**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1220.01 ENTITLED “MEMBERSHIP” TO INCLUDE THE RATE OF PAY FOR MEMBERS OF THE PLANNING COMMISSION, AND DECLARING AN EMERGENCY**

**WHEREAS**, City Council has customarily paid members of the Planning Commission at the rate of \$50 per meeting for every meeting attended; and

**WHEREAS**, there currently exists no formal policy or ordinance establishing or confirming said rate of pay, except for amounts set forth in Council annual budgets; and

**WHEREAS**, Council has previously enacted Codified Ordinance Section 1246.01 establishing, among other things, the rate of pay-per-meeting for members of the City’s Architectural Review Board; and

**WHEREAS**, Council wishes to establish a consistent practice of establishing the rate of pay for members of Boards and Commission by setting forth the rate of pay in the codified ordinances; and

**WHEREAS**, establishing the rate of pay for all Boards and Commissions by codified ordinance will simplify the City’s recordkeeping and create a transparent record for purposes of audit;

**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 amends Codified Ordinance Section 1220.01 entitled “Membership”, which shall read in its entirety as follows:

**1220.01 MEMBERSHIP**

The composition, term of office and method of filling vacancies in the Planning Commission shall be provided for in Article 7, Section 2, of the City Charter. One alternate Councilmember shall be selected by Council to serve on the Planning Commission in the absence of the one Councilmember designated by Council to regularly serve on the Planning Commission. All members of the Planning Commission shall be paid \$100.00 per attended meeting. Should any one of the members of the Planning Commission hold a salaried position or office with the City during the term of his or her appointment, such person shall not be compensated for his or her attendance at such meetings, or for any other related time or service to the operations of the Commission.

**Section 2.** Codified Ordinance Section 1220.01 in existence immediately prior to the passage of this ordinance is hereby repealed.

**Section 3.** Council hereby ratifies past payments made to Planning Commission members at the customary rate of \$50.00 per meeting attended.

**Section 4.** 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 5.** 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 establishing in the codified ordinances the rate of pay for Planning Commission members, consistent with the City’s current and past practices, and immediately authorizing and ratifying said payments. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

**City of University Heights, Ohio**

**Michael Dylan Brennan, Mayor**

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

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

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



**ORDINANCE NO. 2023-05**

**INTRODUCED BY: Council Member Sheri Sax**

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

**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.

(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.

**City of University Heights, Ohio**

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**Michael Dylan Brennan, Mayor**

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

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

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

**AMENDED ORDINANCE 2023-06**

**INTRODUCED BY: VICE MAYOR WEISS**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 220.11 ENTITLED “ORDER OF BUSINESS” BY MOVING REPORTS AND COMMUNICATION OF DIRECTORS UP ON THE AGENDA, AND DECLARING AN EMERGENCY**

WHEREAS, City Council wishes to rearrange the order of Agenda items for Council meetings by moving Reports and Communications of Directors up on the Agenda, thereby allowing for dismissal of directors from the remainder of the meeting agenda, when appropriate in the discretion of the City; and

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

Section 1. City Council hereby amends Codified Ordinance Section 220.11 entitled “Order of Business” to read in its entirety as follows:

**220.11 ORDER OF BUSINESS**

The business of all regular meetings of Council shall be transacted in the following order:

- (a) Roll call;
- (b) Pledge of Allegiance;
- (c) Reading and disposal of the Journal;
- (d) Additions and Removals from the Agenda; Referrals to Committee;
- (e) Comments from the Audience;
- (f) Reports and communications from the Mayor, and the taking of action thereon;
- (g) Reports and communications from the City Council, and the taking of action thereon;
- (h) 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; Reading and disposition of ordinances, resolutions, motions, and consideration of agenda items;
- (i) Reading and disposition of ordinances, resolutions, motions, and consideration of agenda items; 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;
- (j) Reports of standing committees and the taking of action thereon;
- (k) Reports of special committees, and the taking of action thereon;
- (l) Unfinished and miscellaneous business;
- (m) Adjournment.

The foregoing order of business may be varied from time to time by the presiding officer only in the interest of expediting the business of Council. Any member of Council may add an agenda item to the Council meeting agenda upon providing the Mayor and the Clerk of Council with adequate notice as set forth in Section 220.01(d).

Section 2. Codified Ordinance Section 220.11 entitled “Order of Business” as existing immediately prior to the passage of this ordinance is hereby amended to read in its entirety as set forth herein.

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 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 modify the Agenda as soon as possible for the benefit of the public and certain City employees, so that Reports and Communications from Directors take place earlier on the meeting Agenda; 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**

**ORDINANCE NO. 2023-07**

**INTRODUCED BY: Vice Mayor Michele Weiss**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 212.01 ENTITLED “CONTRACTING PROCEDURES” AND 212.02 ENTITLED PROFESSIONAL CONTRACTS; UNIQUE SERVICES AND/OR SUPPLIES, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council wishes to create a threshold for public bidding of contracts, and to create certain exceptions to the public bidding requirements; and

**WHEREAS**, Council wishes to codify a prohibition on breaking up or splitting up larger transactions into smaller components for purposes of avoiding spending or bidding thresholds; and

**WHEREAS**, Council wishes to require public bidding for professional contracts under certain circumstances and to create exceptions to said requirement; and

**WHEREAS**, Council wishes to codify its waiver of the requirements of Ohio Revised Code Sections 153.65 to 153.71, since the objectives of those sections can be achieved through the terms and provisions of this ordinance by means that are less onerous and more likely to lead to the provision of professional services by qualified persons delivering such services at a fair price; and

**WHEREAS**, Council wishes to professionally bid the contract for labor counsel at least once every five years;

**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 amends Codified Ordinance Section 212.01 entitled “Contracting Procedures”, which shall 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 Section 212.01 in existence immediately prior to the passage of this ordinance is hereby repealed.

**Section 3.** Council hereby amends Codified Ordinance Section 212.02 entitled “Professional Contracts; Unique Services and/or Supplies”, which shall read in its entirety as set forth in Exhibit B hereto, which is incorporated herein by reference as if fully rewritten.

**Section 4.** Codified Ordinance Section 212.02 in existence immediately prior to the passage of this ordinance is hereby repealed.

**Section 5.** The requirement to seek bids for legal counsel for provision of professional services relating to the negotiation of a collective bargaining agreement is waived with respect to current and ongoing negotiations of collective bargaining agreements for the bargaining units representing the City’s Police Department, Fire Department and Service Department, respectively. This waiver shall expire upon the earlier of the City entering into collective bargaining agreements with each of the respective bargaining units or the expiration of December 31, 2023.

**Section 6.** 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 7.** 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 establishing updated contracting procedures, promoting transparency and competitive pricing for goods and services. 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**

## EXHIBIT A

### **212.01 CONTRACTING PROCEDURES**

~~(a) Contracts or agreements which involve the expenditure of less than fifteen thousand dollars (\$15,000) or less, or as provided in Section 212.02, may be made without published notice and without competitive bidding. All City contracts shall be let in accordance with the City's Purchasing Policy, which shall be developed and updated, from time to time, by the City Finance Director. However, contracts in excess of fifteen thousand dollars (\$15,000) shall require approval of a majority of Council by motion or ordinance.~~

~~(b) Contracts in excess of fifteen thousand dollars (\$15,000) shall require approval of a majority of Council by motion or ordinance.~~

~~(c) Except as otherwise excepted herein and under Codified Ordinance Section 212.02(e), contracts valued at or between fifteen thousand dollars (\$15,000) and forty-nine thousand nine hundred ninety-nine dollars (\$49,999) shall be let only after the City has obtained at least two (2) bids/price quotations/estimates for such contract. Council encourages the City administration, including the Mayor and department heads, to obtain three (3) bids/price quotations/estimates for such contracts whenever feasible.~~

~~(d)(b) (1) Except as provided by Section 212.02, in all cases where the expenditure exceeds fifteen thousand dollars (\$15,000), the contract Except as otherwise excepted herein and under Codified Ordinance Section 212.02, contracts valued at fifty thousand dollars (\$50,000) or more shall be let only to the lowest and best bidder after advertising not less than two consecutive weeks on the City's website and in a newspaper of general circulation in the City, or except if there are no qualified bids received after advertising or re-advertising.~~

~~(e) The competitive bidding requirements set forth in subsections (c) and (d) hereof shall not apply under the following circumstances:~~

- ~~1. In the case of a real and present emergency arising in connection with the operation and maintenance of the department of public service (R.C. Section 735.051) or in other cases of emergency where the delay incident to competitive bidding would be unreasonable;~~
- ~~2. In the event of authorization, by ordinance, of purchase of used equipment or supplies at auctions or sales open to the public (R.C. Section 735.052);~~
- ~~3. In the event of authorization, by ordinance, of purchase of material, equipment or supplies from another political subdivision (R.C. Section 735.053);~~
- ~~4. In the event the purchase is made under statutorily recognized purchasing plans including Joint Purchase Programs under R.C. Section 9.48(B), State Term Contracts and the Ohio Cooperative Purchasing Program under R.C. Section 125.04, and purchases from Councils of Government under R.C. Sections 167.01 and 167.081;~~
- ~~5. The competitive bidding requirements are waived by City Council either by ordinance or by motion; and/or~~
- ~~4.6. Cases in which a product and/or service is unique or so rare or so specialized that there can be no true competition~~

~~(f) It shall be a violation of the competitive bidding requirements of this ordinance to split a transaction into smaller dollar amounts by delaying, staggering purchases, and/or using multiple staff members to purchase the same or related items. For purposes of this ordinance, the value of a contract shall be measured by the aggregate expenditures made over a twelve-month period.~~

~~(g)(2) Minority Business Enterprises (MBE), Woman Business Enterprises (F/WBE), Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) are encouraged to participate and bid on City projects.~~



~~(h)(e)~~ The City of University Heights supports diversity and inclusion in its procurement awards, and encourages the utilization of Minority Business Enterprises, Woman Business Enterprises, Disadvantaged Business Enterprises and Small Business Enterprises as prime and subcontractors, and the utilization of women and minority workers on construction projects. In the absence of any other definition, such enterprises shall be defined according to applicable County of Cuyahoga, State of Ohio and/or U.S. guidelines, rules, regulation or laws.

**EXHIBIT B**

**212.02      EMERGENCY; PROFESSIONAL CONTRACTS; UNIQUE SERVICES AND/OR SUPPLIES; EXCEPTIONS**

~~Competitive bidding shall not be required where not specifically required under the general laws of Ohio; or for contracts or purchases of equipment, service, labor, materials or supplies or individual services requiring special skill and knowledge; or for professional or consulting services with or without any product or service; nor in cases of emergency where the delay incident to competitive bidding would be unreasonable; nor in other cases in which a product and/or service is unique or so rare or so specialized that there can be no true competition; nor under circumstances meeting criteria set forth herein otherwise stated in any resolution hereafter adopted from time to time by not less than five members of Council.~~

Notwithstanding the provisions of Ohio Revised Code Sections 9.33, 9.331, 9.332 and 153.65 through 153.71, and any other provisions of the Ohio Revised Code which may conflict with or are inconsistent with the provisions of this section, the following provisions shall govern the selection and the retention of professionals for the provision of professional services including, but not limited to, design professionals, engineers, construction managers, attorneys, accountants, architects and consultants by the City of University Heights, Ohio:

(a) All contracts for professional services in the amount of fifty thousand dollars (\$50,000.00) or more, including, but not limited to, design professionals, engineers, construction managers, attorneys, accountants, architects and consultants, shall be awarded on the basis of qualifications of the potential contractor and price, as recommended by the Mayor and approved by Council. Prospective contractors for professional services (hereafter "contractors") shall submit proposals in accordance with the instructions and specifications of the City. These proposals shall include the price. The City may reject any and all proposals. The Mayor or the Mayor's designee shall recommend to Council the best bid proposal, based on the qualifications and experience of the contractor, price and other relevant factors. The Mayor shall provide to Council all bids received. In order for any contract to be authorized hereunder, Council must provide its approval. These procedures are not intended to be formal bidding requirements, but rather an informal procedure to determine the best contractor to whom a contract should be awarded.

(b) Any contract for professional services valued at less than fifty thousand dollars (\$50,000.00) may be awarded without advertising for bids or soliciting for proposals, upon recommendation of the Mayor and approval by Council.

(c) The City shall be exempt from the provisions of Ohio Revised Code Sections 153.65 to 153.71, which are waived and inapplicable.

(d) This ordinance shall not be construed to apply to the appointment of City department heads.

(e) The following shall be excepted from the requirements of this ordinance:

1. Any contract with or service provided by the City Law Director;
2. Any contract with or service provided by the City Prosecutor;
3. Any contract with or service provided by legal counsel appointed by or through an insurance or indemnity company to provide services or a defense on the City's behalf;
4. Any contract with or service provided by the State Auditor or its designee;
5. Any contract in which a product and/or service is unique or so rare or so specialized that there can be no true competition;
6. Any contract or service with a vendor named by Council on an Approved Vendor List, as hereafter described.

(f) In connection with legal counsel hired to perform professional services relating to the negotiation of a collective bargaining agreement and/or labor-contract ("Union Counsel"), such Union Counsel shall be selected in accordance with the procedures set forth in subsection (a) of this ordinance, and said procedures shall be conducted and selection of Union Counsel made not less frequently than once every five (5) years.

(g) . Each calendar year, Council may publish an Approved Vendor List by ordinance, which shall be in effect for the period of time established in such ordinance.

(h) It shall be a violation of the professional service bidding requirements of this ordinance to split a transaction into smaller dollar amounts by delaying, staggering purchases, and/or using multiple staff members to purchase the same or related items. For purposes of this ordinance, the value of a professional services contract shall be measured by the aggregate expenditures made over a twelve-month period.

(i) The professional services bidding requirements may be waived by City Council either by ordinance or by motion