

**FOURTH ADDENDUM  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF UNIVERSITY HEIGHTS, OHIO  
AND SAFEbuilt OHIO, LLC**

**This Addendum is entered into to amend the Professional Services Agreement** previously entered into on March 04, 2021, by and between City of University Heights, Ohio, (Municipality) and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

**Addendum Effective Date:** This Addendum shall be effective on the latest date fully executed by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on March 04, 2021; and

On March 04, 2021, Parties instituted First Addendum to the Agreement to provide that Consultant use and implement Citizenserve Community Development software ; and

On July 22, 2021, Parties instituted Second Addendum to the Agreement to include code enforcement services and associated fee; and

On August 16, 2021, Parties instituted Amendment One to the Agreement to add rental and point of sale inspection services and associated fee; and

On October 04, 2022, Parties instituted Third Addendum to the Agreement to add BZA administrative coordinator services and associated fee; and

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below:

- A. Agreement, Exhibit A - List of Services is hereby amended to include As-Needed Planning & Zoning Consultation Services as follows:

Planning & Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Services may include the use of a Senior Planner and/or Associate Planner as assigned by Consultant:

- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

B. Agreement, Exhibit A, 3. Fee Schedule shall be replaced with and read in its entirety as follows:

3. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services <ul style="list-style-type: none"> <li>• Permits issued prior to service start date</li> <li>• Building, Mechanical, Plumbing, Electrical</li> </ul>	\$60.00 per inspection
Inspection Services <ul style="list-style-type: none"> <li>• Permits issued after service start date</li> <li>• Building, Mechanical, Plumbing, Electrical</li> </ul>	92% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services <ul style="list-style-type: none"> <li>• Commercial and Residential</li> </ul>	92% of Municipal Plan Check Fee as established by ordinance or resolution
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Building Official After-Hour Meeting Attendance <ul style="list-style-type: none"> <li>• Attend meetings upon Mayor or Council request</li> </ul>	\$100.00 per hour
Permit Technician Services	Included in percentage of fees above
Housing Administrative Services	\$45.00 per hour – forty (40) hour weekly minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$75.00 per hour – one (1) hour minimum
Code Enforcement Services	First four (4) weeks: \$60.00 per hour – twenty (20) hours weekly minimum On-going service: \$60.00 per hour – ten (10) hours weekly minimum
ARB Administrative Coordinator Services (Architectural Board of Review) and BZA Administrative Coordinator Services (Building Zoning Appeals Board)	\$44.00 per hour – twenty (20) hour combined monthly minimum Performed on mutually agreed upon days each week
Senior Planner	\$125.00 per hour – one (1) hour minimum
Associate Planner	\$100.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

**All other provisions of the original Agreement shall remain in effect, to the extent not modified by Addendum. In the event of any inconsistency between the original Agreement and this Addendum, this Addendum shall be controlling.**

IN WITNESS HEREOF, the undersigned have caused this Addendum to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO  
SAFEbuilt Ohio, LLC

March 30, 2023

Date

Motion to Approve Fourth Addendum to the Professional Services Agreement entered into on March 4, 2021, between the City of University Heights and SAFEbuilt Ohio, LLC, and to authorize the Mayor to execute same.

\_\_\_\_\_  
Michael Dylan Brennan, Mayor  
City of University Heights, Ohio

\_\_\_\_\_  
Date



Department of  
Public Safety



Mike DeWine, Governor  
Jon Husted, Lt. Governor

Andy Wilson, Director  
Nicole M. Dehner, Executive Director

Anne M Botsko  
Admin Assistant  
University Heights Police Department  
2304 Warrensville Center Road  
University Heights, Ohio 44118

Subgrant Number: 2023-BW-LEC-3147  
Project Title: UHPD BWC Request

Dear Mrs. Botsko:

I am pleased to inform you of the approval and award of the above Body Worn Camera Grant Program 2023 Grant Program subgrant for which you are the project director. You will find the attached certificate subgrant award. The certificate must be signed by the authorized official of the subgrantee and implementing agency and uploaded to the Ohio Office of Criminal Justice Services Online Grants Management System. You may wish to print a copy of the subgrant award for your records.

Please review the subgrant's conditions to determine if any other forms must be signed and returned, or if special conditions must be satisfied before the funds are drawn down. When determining whether to accept the award, consideration should be given to all required conditions. Should you have any questions, please seek clarification prior to accepting the award.

To ensure prompt receipt of funds, please return these documents as soon as possible. It normally takes four to six weeks to process any subgrant payments after the receipt of the required documents and clearance of the required documents and clearance of all special conditions.

The implementing agency and subgrantee are both required to retain a complete copy of this award package. You may direct all inquiries and correspondence to your grant coordinator via email at .

Sincerely,

Nicole M. Dehner  
Executive Director  
Ohio Office of Criminal Justice Services

CC: File  
City of University Heights Treasurer  
University Heights Police Department

**Mission Statement**

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."





Mike DeWine, Governor  
Jon Husted, Lt. Governor

Andy Wilson, Director  
Nicole M. Dehner, Executive Director

**SUBGRANT AWARD AGREEMENT**

**Subgrant Number: 2023-BW-LEC-3147**

**Title: UHPD BWC Request**


In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 110 of the 134th Ohio General Assembly, enacted June 29, 2021, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	City of University Heights		
Implementing Agency:	University Heights Police Department		
Award Periods:	07/01/2022 to 06/30/2023		
Closeout Deadline:	08/29/2023		
Award Amounts:	OCJS Funds:	\$22,890.00	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	Project Total:	\$22,890.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

  
\_\_\_\_\_  
Nicole M. Dehner, Executive Director  
Ohio Office of Criminal Justice Services

2.22.2023  
\_\_\_\_\_  
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

\_\_\_\_\_  
Mayor/Safety Director                      Date  
City of University Heights

\_\_\_\_\_  
Chief of Police                                      Date  
University Heights Police Department

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Department of  
Public Safety



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Jon Husted, Lt. Governor

Andy Wilson, Director  
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Anne M Botsko  
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University Heights Police Department  
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Sincerely,

Nicole M. Dehner  
Executive Director  
Ohio Office of Criminal Justice Services

CC: File  
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University Heights Police Department

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Nicole M. Dehner, Executive Director  
Ohio Office of Criminal Justice Services

2.22.2023  
\_\_\_\_\_  
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The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

\_\_\_\_\_  
Mayor/Safety Director                      Date  
City of University Heights

\_\_\_\_\_  
Chief of Police                                      Date  
University Heights Police Department

**Mission Statement**

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Dustin Rogers  
Chief of Police  
(216) 932-1160

## MEMORANDUM

### City of University Heights Division of Police

2304 Warrensville Center Road  
University Heights, Ohio 44118



**UNIVERSITY**  
HEIGHTS

Michael D. Brennan  
Mayor/Safety Director  
(216) 932-7800

**TO** : Chief Rogers

**FROM:** Lt. B. Lombardo *B/LB*

**DATE** : March 17, 2023

**RE** : Attached PO Request

-----  
Chief,

Attached is a PO request for Motorola Solutions for the purchase of additional body cameras, docks, cloud service and misc. items. As discussed this is the remainder of body cameras that we need to finish outfitting all officers with body cameras. Total cost for this purchase is \$22,889.96.

It is my understanding that we received approval for a grant amount from the State of Ohio in the amount of \$22,890 and that we will be reimbursed this amount after the purchase of the units and submission of documents to the state.

These body cameras are the same ones that we migrated to last year, you will note there is an increase in storage costs for video (and this will apply going forward on our yearly storage costs) and I will be working on streamlining future yearly recurring charges from Motorola. .





Billing Address:
UNIV HEIGHTS POLICE DEPT,
CITY OF
2304 WARRENSVILLE CTR RD
UNIVERSITY HEIGHTS,
OH 44118
US

Quote Date:03/14/2023
Expiration Date:06/01/2023
Quote Created By:
Molly Moran
Molly.Moran1@
motorolasolutions.com

End Customer:
UNIVERSITY HEIGHTS POLICE DEPT,
CITY OF

Contract: 36882 - WATCHGUARD-
NASPO

Table with 7 columns: Line #, Item Number, Description, Qty, Term, Sale Price, Ext. Sale Price. Rows include V300, V300 NO FAULT WRRANTY, V300 BODY WORN CAMERA, V300, BATT, 3.8V, 4180MAH, V300 TRANSFER STATION II, and VIDEOMANAGER EL CLOUD.

Grand Total \$22,889.96(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$20,236.03	\$0.00
Year 2 Subscription Fee	\$1,326.97	\$0.00
Year 3 Subscription Fee	\$1,326.97	\$0.00
Grand Total System Price	\$22,889.96	\$0.00

### Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





**MOTOROLA SOLUTIONS**

**DRAFT**

QUOTE-2089371



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## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



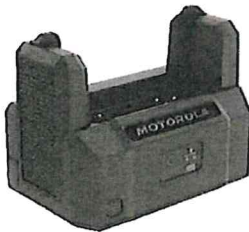


## DOCKING STATIONS

The V300 has three docking options:



**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

### PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

### COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.





Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

**Technical Trainer / Instructor**

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

**CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

**Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



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**Customer Responsibilities**

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

**Motorola Deliverables**

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

**Motorola Responsibilities**

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

**Motorola Responsibilities**

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

### Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.



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- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

**Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

**Motorola Deliverables**

- LXP Enable

**INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

**FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

**Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

**Customer Responsibilities**

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



**ORDINANCE NO. 2023-13**

**INTRODUCED BY: All of Council**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 212.02 ENTITLED “CONTRACTING PROCEDURES” AND 212.02 ENTITLED “PROFESSIONAL CONTRACTS; UNIQUE SERVICES AND/OR SUPPLIES” BY ADDING RFQ REQUIREMENTS FOR PROJECTS PROFESSIONAL SERVICE CONTRACTS VALUED AT OVER \$50,000.00, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council wishes to require submittal of qualifications for professional contracts when such contracts are valued at \$50,000 or more; and

**WHEREAS**, Council wishes to codify the process for selection of professional service providers;

**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.** 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 6.** 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 qualifications for professional service contracts. 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**

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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**

EXHIBIT A

**212.01 CONTRACTING PROCEDURES**

(a) Contracts or agreements which involve the expenditure of less than the amount of the Mayor's spending authority as established from time to time by Council (the "Mayor's Spending Authority") 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.

(b) Contracts in excess of the Mayor's Spending Authority 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 the Mayor's Spending Authority 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. Nothing herein shall be construed to prohibit acceptance of a bid in any instance where the administration, despite good faith attempts to obtain multiple bids, is only able to obtain one (1) bid.

(d)(1) 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
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) 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) 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.

(i) Notwithstanding any provision herein, this ordinance shall not apply to the work of the City Engineer until December 31, 2023, or until further action of Council.

## EXHIBIT B

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

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, as recommended by the Mayor and approved by Council, in accordance with the procedures outlined herein. Prospective contractors for professional services (hereafter "contractors") shall submit qualifications ("Qualifications"), in accordance with the instructions and specifications of the City. The Mayor or Mayor's designee shall draft the instructions and specifications in connection with any Request for Qualifications ("RFQ"). Notwithstanding any actual or potential conflict of interest, which is hereby expressly waived, a department head, such as the City Engineer, shall be eligible to submit its Qualifications in connection with any RFQ. The City may reject any and all RFQs.

(1) In the event that three (3) or fewer Qualifications are submitted in response to any RFQ, the Mayor shall select the person or firm and shall negotiate a price. Any such contract shall be subject to the approval of Council.

(2) In the event that more than three Qualifications are submitted in response to any RFQ, the Qualifications shall be scored either (i) by the City Department head designated by the Mayor to draft the instructions and specifications of the City, in the event that such Department Head has not submitted its Qualifications in response to the RFQ or (ii) by

the RFQ Selection Committee. The City Department Head or RFQ Selection Committee, as the case may be, shall narrow the number of Qualifications to a list of three (the "Qualifications List"), based upon scoring criteria developed by the City administration prior to the RFQ. The Mayor shall select the person or firm from the Qualifications List and shall negotiate a price. Any such contract shall be subject to the approval of Council.

- (3) The RFQ Selection Committee shall consist of five members, as follows: the Mayor, a Department Head designated by the Mayor, a member of Council, the Chairperson of the Board of Zoning Appeals, and a member of the Planning Commission.
- (4) All Qualifications received by the City in response to any RFQ shall be distributed to the Mayor, the members of Council and the members of the RFQ Selection Committee, when applicable, promptly following the scheduled bid opening. Distribution shall be made by the Clerk of Council.
- (5) In order for any contract to be authorized hereunder, Council must provide its approval.
- (6) 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

(j) Notwithstanding any provision herein, this ordinance shall not apply to the work of the City Engineer until December 31, 2023, or until further action of Council.

**ORDINANCE NO. 2023-14**

**INTRODUCED BY: All of Council**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 250.01 ENTITLED “CITY ENGINEER,” AND DECLARING AN EMERGENCY**

**WHEREAS**, Council wishes to create a requirement that the City administration advertise a Request for Qualifications and review Qualifications before making the selection of a City Engineer; and

**WHEREAS**, Council wishes to update certain provisions set forth in Codified Ordinance Section 250.01;

**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 250.01 entitled “City Engineer”, 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 250.01 in existence immediately prior to the passage of this ordinance is hereby repealed.

**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 enacting this ordinance so that the City administration may take immediate steps to advertise for an RFQ and make the selection of the City Engineer for 2024. 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**

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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**

EXHIBIT A

**250.01 CITY ENGINEER**

(a) Duties. The City Engineer shall prepare and submit to the Mayor and Council all tracings, plans, specifications, profiles and estimates of cost necessary and proper for all public improvements as may be required by Council. All such items shall be the property of the City and shall remain on file in city hall. The Engineer shall be responsible for the faithful execution of all work undertaken by the City pursuant to approved plans and specifications and perform such other duties as may be provided by the general laws of the State or by action of Council. The City Engineer shall make and deliver to the Mayor and Council for the benefit of the City periodic reports on the progress of public improvements, contracts and such other matters that may from time to time be requested by the Mayor.

(b) Qualifications. The City Engineer shall be a registered professional engineer and professional surveyor or firm of engineers and surveyors authorized to practice in the State of Ohio, with emphasis or specialization in civil engineering.

(c) Appointment. The Mayor shall advertise a Request for Qualifications ("RFQ") for the position of City Engineer. Any newly appointed City Engineer shall be appointed based on Qualifications presented pursuant to the RFQ process. The Mayor shall appoint the Engineer based on Qualifications for a one-year term, provided that the appointment of the City Engineer may be renewed up to four (4) times before the Mayor shall be obligated to advertise a RFQ for such appointment. Such appointment or renewal shall be subject to confirmation by a majority vote of the then-elected members of Council. The Engineer shall serve at the pleasure of the Mayor.

(d) Compensation. The compensation of the Engineer shall be set by Council under a contract approved by ordinance.





# UNIVERSITY HEIGHTS

## MEMO

**TO:** City Council

**FROM:** Mayor Michael Dylan Brennan

**RE:** Request to hire SCS Engineers LLC in the amount of \$22,000.00

**DATE:** March 29, 2023

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Attached please find the March 28, 2023 proposal of SCS Engineers LLC to assist the City in developing a plan for and ascertaining costs of implementation of rules and regulations for Ordinance 2023-05, the “Loose Recycling Services” ordinance.

We have a vacancy at the position of Service Director, but even without a vacancy, development of a plan to modify pickup is a task that requires outside expert assistance.

I sought an engineering firm willing to undertake this project. SCS Engineers LLC has provided the attached proposal. I seek council’s authorization to proceed.

I request City Council authorize the Mayor to enter into an agreement with SCS Engineers LLC consistent with SCS’s March 28, 2023 proposal to develop a plan and associated costs for implementation of Ordinance 2023-05 in an amount not to exceed \$22,000.00

March 28, 2023  
90000003.02

Sent via email to: [mdb@universityheights.com](mailto:mdb@universityheights.com)

Mayor Michael Dylan Brennan  
City of University Heights  
2300 Warrensville Center Road  
University Heights, Ohio 44118-3895

Subject: Recycling Collection Alternatives and Associated Costs

Dear Mayor Brennan:

We understand that the City Council recently passed an ordinance requiring residential recyclable materials to be collected loose (unbagged) with continued side/backdoor service to all residents. As a result, the City's existing method for collecting bagged recyclables will need to be modified, likely with additional costs.

SCS Engineers (SCS) is pleased to present this proposal to develop a plan and associated costs for implementation of the new ordinance. We will support you with our expertise in collection services and financial analysis used by haulers and municipal government agencies. Our capabilities in this regard will help you update your cost estimates to provide services to the residents and businesses in the City.

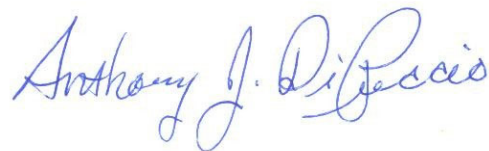
We propose to complete this project for a fixed fee of \$22,000. The description of our proposed scope of services and work plan are on the following pages.

We are confident you will be satisfied with our team's attention to detail, technical knowledge, and our collaborative approach to decision-making. Should you have questions or concerns, please contact Stacey at 703-929-2986 or [SDemers@scsengineers.com](mailto:SDemers@scsengineers.com).

Sincerely,



Stacey T. Demers  
Vice President  
SCS Engineers



Anthony J. DiPuccio, PE  
Vice President  
SCS Engineers



## **OUR UNDERSTANDING**

Currently, City crews provide weekly backdoor collection services to 4,200 homes, instructing residents to bag their recyclable materials. While bagging recyclables allows efficient backdoor service collection, it is not effective for collecting large items such as cardboard and has not improved recycling participation and/or quantities.

University Heights is part of a consortium of communities that bids as one for recycling processing at the Kimble facility. The cost to drop off loose recyclables is \$73.20 per ton; the cost for drop-off of bagged recyclables, such as University Heights' blue bags, is \$101.85 per ton.

We propose a desktop study to assist the City to develop an alternative to the current collection system by considering operational aspects such as collection frequency, container type, new equipment and/or existing equipment modifications, and labor allocation.

## **SCOPE OF SERVICES AND PROJECT APPROACH**

Our work plan detailing the tasks, required meetings with staff, and presentation of results that will be included in this study are described below.

### **Scope of Proposed Services**

#### **Assess Existing System**

We will review assessments of the City's collection system that were conducted over the past five years. Through one or two virtual meetings the City's collection supervisors, we will gather information and data to develop existing operational metrics. These metrics will support costing out potential collection alternatives.

Additionally, we will review your existing budget and begin an in-depth review of your historical and requested expenses, personnel hours and costs, vehicle/equipment information, number of accounts served, tonnage data, debt service schedules, capital spending, and regulatory and policy restrictions.

#### **Develop Collection Alternatives**

Through one or two virtual meetings with collection supervisors and senior City personnel, we will identify/define the primary characteristics for collecting loose recyclables through side/backdoor service. Labor and equipment requirements will be identified as well as narrative that describes the new collection process. SCS will prepare a summary memo that describes the proposed collection process to confirm understanding.

#### **Develop Costs for Collection Alternatives**

SCS will utilize existing program costs where applicable to develop annual capital and operational costs for the proposed collection method. We will supplement the cost estimates with experiences of other communities in Ohio or the Midwest that have similar operations. A letter report will summarize the proposed collection method and explain resulting cost estimates.

## Presentation to City Council

SCS will develop a brief presentation that describes the plan for collecting loose recyclables through side/back door service that meets the ordinance. Associated costs will also be presented.

## Cost

Our proposed cost for this collection desktop study is \$22,000. We anticipate the project duration to be between six and eight weeks, depending on staff availability and timely delivery of data and information regarding the existing collection operation.

## COMPANY INFORMATION

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers) was established in Southern California on the first Earth Day in April 1970. Over **50 years** later, SCS now serves clients in all 50 states and internationally. We are one of the most experienced and widely respected firms in the nation whose primary business is solid waste and environmental consulting.

We have grown from a small start-up to an industry leader, with offices located throughout the United States, including our offices in Cincinnati, Ohio.

## Rate & Management Consulting Expertise

Solid waste operators regularly confront financial sustainability concerns stemming from issues such as changing technologies and levels of service, cost inflation, and staffing concerns. These issues create pressure and need for budget increases. At the same time, however, there is often pressure from ratepayers to do more with less.

**Budgeting, billing/policy reviews, and efficiency improvements** are at the core of our Management Services practice. We also possess comprehensive knowledge covering the entire spectrum of solid waste industry issues. The professionals on SCS's project team for this assignment have completed rate studies, financial assessments, capital plans, strategic plans, program assessments, system evaluations, privatization evaluations and/or other financial evaluations and modeling efforts.

## What Sets Us Apart

You require expertise in data analysis, rate structure and billing analysis, policy review, benchmarking, state and national trends, and policies and best practices specific to solid waste. **Our team has local and national expertise** and I am confident in our ability to deliver a thoughtful and thorough analysis. Other benefits:

- We offer **customized financial solutions** with an easy-to-understand interface. Our tools simplify the decision-making process, allowing you to consider your options in a **visual format**.

- We are **experienced in clearly communicating results** in meetings and public settings, which often dictates whether recommendations will be welcomed or challenged by decision makers.
- We have **time and commitment** to be dedicated to your needs.

## Other Selected Collection & Management Services Capabilities

Strategic & Financial Advisory	<ul style="list-style-type: none"> <li>• Zero Waste Plans</li> <li>• Business Advisory Services</li> <li>• Feasibility Analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Waste Generation Studies</li> <li>• Cost-Benefit Analysis</li> <li>• Affordability Analysis</li> </ul>
Organizational Assessments	<ul style="list-style-type: none"> <li>• Organizational Structure</li> <li>• Labor/Operational Benchmarking</li> <li>• Customer Billing &amp; Service Reviews</li> <li>• Special Event Diversion Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Operational Analysis &amp; Process Improvements</li> <li>• Benchmarking of Services &amp; Fees</li> <li>• Performance Reviews</li> </ul>
Financial & Economic Analysis	<ul style="list-style-type: none"> <li>• Rate Studies</li> <li>• Cost of Service Studies</li> <li>• Alternative Rate Structures</li> <li>• Indirect Cost Apportionment</li> <li>• Public/Private Partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• Hauler Audits</li> <li>• Development Fees</li> <li>• Non-Ad Valorem Assessments</li> <li>• Zero Based Budgeting</li> <li>• Impact Fees</li> </ul>
Program Planning & Development	<ul style="list-style-type: none"> <li>• Collection Assessments</li> <li>• Diversion Program Development</li> <li>• Construction/Demolition Diversion</li> <li>• LEED Certification</li> <li>• Evaluation of Plan Alternatives</li> </ul>	<ul style="list-style-type: none"> <li>• Public-Private Partnership Planning</li> <li>• Fleet/Equipment Replacement Plans</li> <li>• Sustainability Plans</li> <li>• CIP/Asset Management Plans</li> </ul>
Other Consulting Services	<ul style="list-style-type: none"> <li>• Public Education Campaign</li> <li>• Expert Witness Testimony</li> <li>• Public Education Programs</li> <li>• Public Meetings</li> <li>• Regulatory Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops and Seminars</li> <li>• Reserve Fund Analysis</li> <li>• Contract Management Solutions</li> <li>• Ordinance Review</li> <li>• Negotiation Facilitation</li> </ul>

## OUR TEAM OF EXPERTS

Our team members, highlighted below, combine technical expertise and knowledge of the political environment with **the ability to meet your greatest challenges**.



VITA QUINN, MBA | Project Manager

## EDUCATION

MBA – Finance/Real Estate Development, Nova Southeastern University, Florida  
BS – International Economics, Florida Atlantic University, Florida

## RELEVANT PROFESSIONAL AFFILIATIONS

Solid Waste Association of North America, American Public Works Association

## SELECTED RATE & COST OF SERVICE STUDIES

- Village of New Lothrop, MI – Wastewater/Stormwater Asset Management Plan
- City of Myrtle Beach, SC – Collections Rate & Transfer Fee Study / Billing Analysis
- City of Brownsville, TX – 5-Year Financial Services/Rate Studies
- Stanford University, CA – Annual Solid Waste Rate Studies
- City of Anaheim, CA – Resort Assessment District Revenue Sufficiency Analysis / Solid Waste Revenue Sufficiency Analysis and Updates
- City of Council Bluffs, IA – Landfill and Recycling Center Revenue Sufficiency Analysis
- City of Monrovia, CA – Hauler Rate Analysis
- Reno County, KS – Annual Rate Model Updates/Reserve Calculation
- Broward County, FL – Revenue Development & Benchmarking for Proposed Independent Authority
- City of Bristol, VA – Solid Waste Collection Rate Study
- City of Wauchula, FL – Solid Waste Rate Study
- City of Grand Island, NE – Landfill Tipping Fee Study and Capital Feasibility Analysis
- City of Dothan, AL – Environmental Svcs Rate Study
- City of New Braunfels, TX – Solid Waste Management Plan Update and Rate Study
- City of West Palm Bch, FL – Solid Waste Rate Study
- City of Odessa, TX – Solid Waste Management Plan
- City of Sheridan, WY – Tipping Fee Study and Financial Assurance Estimates
- City of Port Orange, FL – Water & Sewer Rate Study
- Okaloosa County, FL – Water & Wastewater Revenue Sufficiency Analyses
- City of Galveston, TX – Water and Sewer Rate Study and Benchmarking Analysis
- City of Davis, CA – Solid Waste Rate Study
- Greenville County, SC – Solid Waste Tipping Fee Study
- City of Cocoa, FL – Integrated Utility Analysis, Regional Water Rate Development
- City of Atlanta, GA – Solid Waste Rate & Utility Billing Study
- Ft Lauderdale, FL – General Fund, Water, Sewer, Stormwater, Sanitation, Spec Rev Funds Analysis
- City of Sheridan, WY – Water, Sewer, & Solid Waste Rate and Financial Plan Updates
- Junction City, OR – Water, Sewer, and Sanitation Rate Study
- Nassau County, FL – Rate Study, Customer Deposit Review, Miscellaneous Fee Development
- City of Tempe, AZ – Solid Waste Rate Design
- City of Denton, TX – Utilities Rate Study and Benchmarking
- Culver City, CA – Solid Waste Rate Study
- City of Virginia Beach, VA – Solid Waste Revenue Sufficiency Analysis
- Yakima County, WA – Solid Waste Management Plan and Rate Study
- City of Killeen, TX – Solid Waste Rate Study
- City of St. Cloud, FL – General Fund & Utility Integrated Analysis (Water, Sewer, Bulk Water)
- Indian Creek Village, FL – Water and Stormwater Revenue Sufficiency Analysis
- Village of Pinecrest, FL – Stormwater Fee Study
- Cass County, IA – Landfill Revenue Sufficiency
- City of Coconut Creek, FL – Water/Wastewater Utility Rate Study
- City of Cape Coral, FL – Water & Sewer Rate Study
- City of Alliance, NE – Landfill Revenue Sufficiency

- Clay County Utility Authority, FL – Water & Sewer Revenue Sufficiency, Lakes Replenishment Program Funding Analysis, and Comparative Impact Fee Study
- City of Neptune Beach, FL – Water & Sewer Revenue Sufficiency Analysis
- City of Temple Terrace, FL – Solid Waste and General Fund Integrated Analysis
- Indian Creek Village, FL – General Government Financial Sustainability Analysis
- Town of Mount Dora, FL – Stormwater Rate Study
- City of Clearwater, FL – Water, Sewer, and Solid Waste Revenue Sufficiency Analysis
- City of Zephyrhills, FL – General Fund Financial Sustainability Analysis
- City of Fort Myers, FL – General Fund Financial Sustainability Analysis
- City of New Port Richey, FL – General Fund and Utility Financial Sustainability Analysis

## RECENT ECONOMIC/PROGRAM/FUNDING ANALYSIS

- Waste Management, USA – Cost-Benefit Analysis of Facility Automation
- Albemarle County, VA – Fiscal Impact Analysis / PPP
- Yakima County, WA – Labor Benchmarking Study
- Dane County, WI – Analysis of Debt Funding, New Site Development, Rate Alternatives
- City of Anaheim, CA – Facilities Labor Rate Update
- City of Odessa, TX – Fleet Rental Rate Analysis
- Chittenden Solid Waste District, VT – Compost Business Case Analysis / PPP Analysis
- The Recycling Partnership – Analysis of Recycling Program Alternatives
- Okaloosa County, FL – Revenue Bond Feasibility Analysis, Utility Privatization Study
- City of Bristol, VA – Solid Waste Independent Cost and Landfill Alternatives Analysis
- City of Glendale, CA – Solid Waste Rate Matrix Development
- Oklahoma City, OK – Analysis of Brownfields Capital Projects Funding/Database
- City of Omaha, NE – Bid Evaluation Forms for Capital Financing
- Town of Longboat Key, FL – Beach Renourishment Tax Program Update
- City of Dubuque, IA – Financial Analysis of Alternative Composting Technologies
- City of Lynchburg, Virginia – Collections System Evaluation and Enterprise Fund Financial Plan
- City of San Diego, CA – Transfer Station Sizing Alternatives Analysis
- Salinas Valley Solid Waste Authority, CA – SB 1383 Planning and Cost Analysis
- Los Angeles County, CA – Organics Alternative Technology Comparative Analysis
- City of San Antonio, TX – Analysis of MRF Alternatives / PPP Feasibility Analysis
- Manatee County, FL – Facility Breakeven Analysis
- Mattress Recycling Council, CA – Analysis of Disposal Alternatives
- City of Davis, CA – SB 1383 Planning and Financial Feasibility Analysis
- Stanford University, CA – Zero Waste Program Assistance
- City of Waynesboro, Virginia, Solid Waste Collections System and Recycling Evaluation
- City of Lynn Haven, FL – Fiscal Impact Analysis
- City of New Port Richey, FL – General Fund Indirect Cost Allocation
- Plant City, FL – General Fund Fiscal Impact Analysis

## OTHER RECENT PROJECTS

- DeSoto County, FL – Capital Assessment Revenue Sufficiency Analysis and MSBU Update
- City of Deltona, FL – General Government Impact Fee Updates (Parks & Recreation, Police, Fire, Transportation, Library)
- Fresno County, CA – Rate Negotiations
- City of Glendale, CA – Peer Review of Franchise Fee and Impact Fee Calculation
- City of Atlanta, GA – Expert Witness Services
- Stanford University, CA – Annual Rate Negotiations
- Broward County, FL – Revenue Development for Independent Authority

## STACEY TYLER DEMERS, LEED® AP | Operational & Data Analysis



**EDUCATION** BS – Statistics, Virginia Polytechnic and State University

### EXPERIENCE

Stacey has **30 years of experience in the solid waste field** focusing on developing, evaluating and improving programs that reduce waste, increase recycling, and divert organics. As SCS’s national expert in waste characterization, she has a strong working knowledge of the types and quantities of materials in various waste streams and customizes zero waste strategies by material and generator type.

She has strong analytical skills in planning, statistics, program/operational benchmarking, and cost modeling. Her role includes analysis of user characteristics, operational evaluation, and data analysis.

### BENCHMARKING & OUTREACH

- City of Oklahoma City, OK - Evaluation of Program Alternatives
- City of Waco, TX - Assessment of Waste Diversion Potential
- Mecklenburg County, NC - Program Development for Public Facilities
- Montgomery County, MD - Automation Study, Audit of Businesses, Documentation of Commercial Activity
- Mid-America Regional Council, MO – Potential Program Assessment
- Prince George’s County - Facility Siting Study

### ECONOMIC/FEASIBILITY ANALYSIS

- Frederick County, VA – Economic Analysis of Programs
- Northern Shenandoah Valley Regional Commission, VA - Evaluation of Regional Program Alternatives
- University of Maryland - Feasibility of Residential Program Alternatives
- District of Columbia - Facility Needs Assessment
- Montgomery County, MD - Cooperative Pilot Program, Research Assistance, Feasibility of Program Recommendations
- Rockbridge County, VA – Program Evaluation
- Fairfax County, VA - Commercial Establishment Program Evaluation
- Pentagon Reservation – Evaluation of Program Alternatives
- Anne Arundel County, MD - Eval of Special Waste Handling
- City of College Park, MD - Efficiency and Equity of Municipal Services

### STRATEGIC PLANS

- Prince William County, VA - Management Plan
- Prince George’s County - Zero Waste Strategy
- Wake County, NC – Analysis of Facility Life
- Cities/Fort Hood, TX - Regional Strategic Plan
- Town of Chapel Hill, NC - Review of Operations and Evaluation of Options

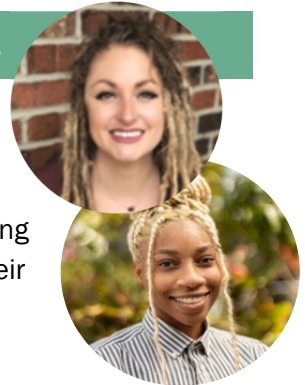
### FINANCIAL/RATE STUDIES

- City of Long Beach, CA - Modeling Cost of Service for Residential and Commercial
- Product Stewardship Institute - Modeling Development of Paint Management System
- Rivanna Solid Waste Authority (RSWA), VA - Utility Fee Assessment Study
- Southeastern Public Service Authority, VA - Waste Generation and Utility Fee



**KELLYN MODLIN & SHER CARROLL** | Financial & Management Analysts

Our Management Services group has financial analysts, data analysts, and management analysts ready to perform the services you require. Kellyn and Sher will be lead analysts for this project team. Their experience working with large data sets, managing databases, and creating financial models for forecasting and cost saving for local government clients make them ideal for this project. Their experience with financial modeling and visualization along with rate and fee development helps provide clients with an accurate and proficient analysis.



**RESOLUTION NO. 2023-15**

**INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN**

**A RESOLUTION IN SUPPORT OF RESTORING HOME RULE TO ALLOW LOCAL GOVERNMENT TO AGAIN REGULATE FIREARMS, CALLING UPON THE STATE OF OHIO TO BAN THE AR-15 AND AR-15 STYLE OF SEMI-AUTOMATIC WEAPONS, AMONG OTHER COMMON SENSE GUN SAFETY REFORMS.**

**WHEREAS**, the Mayor and City Council are troubled and saddened by the March 27, 2023 mass shooting at Covenant School in Nashville, Tennessee, killing three 9-year-old students and three adults;

**WHEREAS**, as a diverse and welcoming community, we are especially alarmed by the escalation of gun violence given that a significant portion of our residents, as a demographic, are the target of violence and hate;

**WHEREAS**, as reported by Jewish Federation of Cleveland, American Jews make up 2.4% of the U.S. population, and are on the receiving end of 55% of all religious hate crimes in the United States; that Jewish people are the target of fringe neo-Nazi hate amplified on the internet, such as the recent National Day of Hate on February 25, 2023; that the 2018 Tree of Life Synagogue shootings which left 11 dead and countless scarred in and beyond the Squirrel Hill neighborhood of Pittsburgh, was carried out by a white supremacist armed with an AR-15 assault rifle and at least three handguns; and

**WHEREAS**, according to the Federal Bureau of Investigation, 64.9 percent of the 8,052 reported hate crime incidents in 2020 were based on race, ethnicity or ancestry bias, and within that category, Black Americans made up more than half of the victims; as further reflected by F.B.I. data, the number of reported hate crimes against African Americans in 2020 was 2,871, up from 1,972 in 2019; that the racist slaughter of Black Americans in a Buffalo, New York grocery store on May 14, 2022 killing 10 and injuring 3 was by a white supremacist espousing “great replacement theory” and “white genocide theory,” and armed with a Bushmaster XM-15 AR-15-style semi-automatic rifle; and

**WHEREAS**, just last year on November 19, 2022, in Colorado Springs, a mass shooting at LGBTQ nightclub “Club Q” left five people dead and 25 injured, on the eve of the Transgender Day of Remembrance; that the accused (who is awaiting trial) is alleged to have used an AR-15 style of semi-automatic rifle; and

**WHEREAS**, we recently marked the 10 year anniversary of the Sandy Hook Elementary School shooting of December 14, 2012 in Newtown, Connecticut, where 26 people including 20 children between the ages of six and seven years old were killed by a 20-year-old gunman before turning a gun on himself; among the weapons used at Sandy Hook was a Bushmaster XM15-E2S AR-15-style semi-automatic rifle; that at a moment when then it seemed we might at last do something as a country, alas, our federal government failed to take action; and

**WHEREAS**, on August 4, 2019, in the Oregon District of Dayton, Ohio, a gunman shot and killed nine people, including his transgender brother, and wounded 17 others; the gunman was armed with an AR-15 style weapon; that at a moment when then it seemed we might as at least do something as a state, alas, our state government failed to take action; and

**WHEREAS**, on May 24, 2022, at Robb Elementary School in Uvalde, Texas, a mass shooting of 19 Latinx fourth graders and their 2 teachers at the hands of an 18 year old armed with a Daniel Defense DDM4 V7 AR-15 style semi-automatic rifle, was the third-deadliest school shooting in the United States, after the Virginia Tech shooting of 2007 and the Sandy Hook Elementary School Shooting of 2012;

**WHEREAS**, the above are just a handful of examples of mass shootings; that as of March 28, 2023 there have been 131 mass shootings in the United States in 2023; that per the Kaiser Family Foundation the United States gun mortality rate for children and teens ages 1-19 years is 5.6 per 100,000, compared to 0.8 in Canada, 0.5 in France, 0.4 in Switzerland, 0.4 in Austria, 0.3 in Belgium, 0.3 in Sweden, 0.3 in Australia, 0.1 in Germany, 0.1 in Netherlands, 0.1 in

United Kingdom, 0.1 in Japan; that in the United States, firearms is the leading cause of death among children and teens, while in the other countries listed above motor vehicles or cancer are the leading causes of death among children and teens; and

**WHEREAS**, we condemn the violence committed against Jews, Blacks, Latinx, children, teachers, LGBTQ individuals, and against the general public at large going about their days in our schools, grocery stores, movie theaters, concert and entertainment venues and other public places; and

**WHEREAS**, we condemn the failure to act, together with the nihilism implied in the failure to act, and implicit in the words of those who claim that there is “nothing we can do” as a state or a country, or that this is “the price of freedom,” when free peoples and free nations around the world do not allow their children’s blood to be shed as we do in our state and country; and

**WHEREAS**, the Ohio General Assembly passed preemptive legislation during the 2006 lame duck session (overruling Governor Bob Taft’s veto) prohibiting local governments from enforcing regulations on guns, accessories, or ammunition, sweeping away 80-some local gun ordinances around the state of Ohio; this legislation being set forth in the Ohio Revised Code as 9.68; and

**WHEREAS**, the City of Cleveland challenged the law and lost; the City of Cincinnati challenged the law and lost; the City of Columbus is now challenging the law, and the State of Ohio Attorney General is now defending O.R.C. 9.68 in Fairfield County Court of Common Pleas; and

**WHEREAS**, our own City was challenged to remove the “no gun” signs from Purvis Park in 2017, leading to their removal by City Administration in 2018 under threat of litigation per O.R.C. 9.68; our parks are not safer as a result, even as we also then modified the park to add emergency exits so residents might flee in the event of an active shooter, and even as we increased police presence at certain pool events; and

**WHEREAS**, again we find ourselves wondering what can be done by we as local officials, when the state has tied our hands with O.R.C. 9.68, and so we now direct our state to honor home rule and allow us to regulate firearms consistent with the values of our community, much as we regulated fireworks last year:

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

**Section 1.** The Mayor and City Council of the City of University Heights call upon the government of the State of Ohio to take the following actions without delay in order to promote health, safety, and welfare in our community and in communities across Ohio:

- a. Amend or repeal Ohio Revised Code 9.68 to restore home rule on the issue of firearms, their components, their ammunition, and knives, so that local government closest to the people and closest to the community may make sensible and appropriate determinations on gun safety customized to our local communities;
- b. Issue a statewide ban the sale, transfer, possession, and use of AR-15 and AR-15 style semi-automatic weapons;
- c. Dismiss the legal challenge to the City of Columbus’ local gun legislation;
- d. Require universal background checks for all purchasers of firearms, including transactions without a federally licensed dealer and at gun shows;
- e. Strengthen pink slip laws and implement strong red flag laws;
- f. Restore the requirement of a concealed carry course and an application process, and again require a permit for carrying a concealed weapon in the State of Ohio;
- g. Ban large capacity magazines with 30 rounds or more;
- h. Require the use of gun locks as a matter of safe storage of firearms in homes where children are present;
- i. Ban “straw sales,” where one person buys a gun for someone else who may be under a legal disability from owning or possessing a firearm;

- j. Require a cooling off period of at least three days before a person may receive a gun after making a purchase;
- k. Enact other such common sense legislation to promote public safety as it pertains to firearms, as this list is not exhaustive.

**Section 2.** Nothing in this legislation is intended to infringe upon the rights of people to lawfully and responsibly possess firearms; that in our nation of ordered liberty, we recognize that rights come with responsibilities, and that the right to bear arms carries the responsibility to ensure the public health, safety, and welfare of the community at large as well as the individual; that the right to live in a society, to go to school, to go to church or synagogue or mosque, to go to a grocery store or movie theater or entertainment venue that is free of gun violence is at least as important as the right to possess and use a firearm defensively.

**Section 3.** It is hereby found and determined 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 with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

**Section 4.** The Clerk of Council is directed to forward a copy of this resolution to Governor Mike DeWine and Ohio Attorney General Dave Yost, together with all members of the Ohio General Assembly, including but not limited to: Representative Juanita Brent, Senator Kent Smith, House Speaker Jason Stephens, Senate President Matt Huffman, House Minority Leader Allison Russo, and Senator Minority Leader Nickie Antonio.

**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**