# \| UNIVERSITY HEIGHTS 

TO:
Mayor Brennan and Members of City Council
FROM: Kelly M. Thomas, Clerk of Council
DATE:
August 11, 2023
RE:
Planning Commission Decision

At its regular meeting held on Thursday, August 3, 2023, the Planning Commission made the following motion to be approved by City Council.
A. Application from Drees Homes for the Demolition of Existing House Located at 2519 Claver (Homeowner: Friedman, Matis Mark \& Shifra) for new house build. (Tabled at the July 6, 2023 meeting)

MOTION BY MAYOR BRENNAN, SECONDED BY MR. CASEY to Recommend to City Council the approval of the Application from Drees Homes for the demolition of the existing home located at 2519 Claver Road and for the approval of the Site Plan for the construction of the new home as submitted contingent on the lot coverage variance. On roll call, all voted "aye," except Mr. Reichek who "abstained".




- BACKFFLL ADJACENT TO FOUNDATION WALLS SHALL NOT BE PLACED UNILL THE WALL HAA SUFFIIENT STRENGTH AND HAS BEEN ANCHORED TO THE FLOOR OR HAS BEEN SUFFICIENILY BRACED DO PREVEND DAMAGE BY HHE EACKFILLI.

- PROVIDE FFOOTER DRAN CLEANOUT IO' RROM BACC CORNER ON SIDE OF HOUSE OPPOSTIE THE GARAGE
- EXEREROR FLATWORK AND GARAGE SLAASS SHALL BE POURED WTH A MINMMM CONCREEE STRENGTH OF 4,500 LBS


2) WINDOOS THAN ARE LARGER THANTHE STANAARD BASEMENT LINDOON REQURE A CONTROL JONT.
 ADJACENT TO THE LONG SIDE OF FHE WALL. F F HERE IS MORE THAN ONE WINDOW IN A WALL THEN ONLY ONE WINDOW SHOULD HAVE A CONTROL JOINT.
3) DOORS DO NOT GEI CONTROL LONISS.






FRAMING NOTES
DESIGN LOADS
FLOORS:



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L/240
NOMNAL LUMBER FLOORS:
MANUEACTURED WOOD FLORS:


-L/480 [LVELOAD] FOR SPANS UPTO 16.0" AND NO GREATERTHAN $1 / 2 "^{\prime \prime}$ DEFLECTON

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INSTAL UMCOUUHG MEM






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 - Alll bearing


- All FASIENERS, HANGERS, AND OTHER CONNECTORS TO BE USED WIH PRESSURE TREATED WOOD ARE TO HAVE LMAX COATNG (OR EQUVALLENJ) HOT-DPPEED GALVANZED OR STANLESS

SIAL



ahgasl design load to resist a minmum of 200 Lbs Lateral force.







## MECHANICAL NOTES

- SMOKE DEEECTORS TO BE IIOV AND HARD WRRED. PROVIDE BATERY BACK.UP AND INTERCONNECT (WHEN ONE SOUNDS, ALL - -all Gas Applances must be intalled per manufacturers specificatons.




 - GROUND FAULI C CRCUIT N NERRUPTER (GGCCI) OULLEI TO BE INSTALLED PER NEC 2017, SECT. 21.8; ADD TAMPER RESSTANT AND -ARC. FAULT CIRCUIT OUTLEIS TO BE INTALLLED PER NEC 2017, SECT. 210.12


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\mathrm{P}_{- \text {MINS. } 50 \mathrm{C}}
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- All HOUSES TO HAV E PROGRAMMABEE HERMOSTATT
-TO COMPIY WTH SECTON 005 OF THE 2018 ECCC ( PERFORMANCE PATH).


## SECTION, DETALLS \& ROOF PLAN NOTES

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TRUSS MANUFACTUERERS DMENSIONS ARE TO OUISIDE O SHEAHHNG.
ROOF TRUSS MANUFACTURER TO SPECFF AlL CONNECTINS AND HANGERS ON SHOP DRAWINGS.

 - CONTRACTIRIS RESPONSBBLEEFOR RROVIDING ALL TEMPORARY SHORING AND BRACING DURNG CONSTRUCTION FOR ALL






 - DO NOT LOCATE ROOF TRUSSES ABOVE PARALLEL PLUMBING WALLS AND/OR HVAC CHASES.

## ELEVATION NOTES

- WINDOW STLE AND MULLIONS MAY VARY FROM ELEVATON DEPENDING UPON MANUFACTURER, STLLE, PATITEN, TTPE, EIC.

GRAD AWAY FROM FOUNDATON WALLS SHALL FALL A AMNMUM O OF $\mathrm{b}^{2}$ WTHTHNTHE FRST IO:




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 HANDRALI S REQUIRED.

2019 RESIDENTIAL CODE OF OHIO METHOD USED FOR CHAPTER 11 ENERGY EFFICENC OHBA PATH \#2 (SECTION 1112)

WALLS R VALUE R13
CEILINGS R VALUE R49
WINDOWS U VALUE 32 U
BASEMENT FOUNDTION WALLS R11 4 FT DOWN ALL WALLS

FLOOR OVER UNCONDITIONED SPACE R3O RIM JOIST R13

INCLUDES ALL DESIGNATED MANDATORY CODE SECTIONS CHAPTER 11





Key Notes:


BIID CONTINUOUS FOOING ANO FOUNAATION- DROP TO BE E EILD DEEERMMED BIOIE SIAB CONTROL JONT
BIOF S SLAB CONROO LONN LOCAEED DREGIY UNOERSTEEL BEAM
BiOI 8 SW $\times$ 8H $\times$ PD BEAM POCK





 GARAGE SLAB. RE SEECFICACAON MANAL FOR DEAALS


## REISSUED: 07/13/2023

Mark and Shifra Friedman
2519 Claver Road
Drees On Your Lot, University Heights OH

 House Name: | $\substack{\text { Ontract Drawn By: } \\ \text { Brian W. } \\ \hline}$ |
| :---: |

the BUCHANAN Drees



Key Notes:



1026 IAP AND DRAN



102 R RPPED IX. FOR WOOOD SIL

## REISSUED: 07/13/2023




General Notes:

1. ReEET TO SHEE ON. F For General Notes.

## Key Notes:

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 $103 H$ TIPA AND DRAN

MECHANICAL LEGEND

\& Wall outer ar monned lich fxt.


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| :---: |
| + HOSEBB |






 - $)^{4} 4$ WWA SWITCH




REISSUED: 07/13/223 REIS

Mark and Shifra Friedman
2519 Claver Road
Drees On Your Lot, University Heights OH
Job Number: ${ }^{\text {Drawing Date: }}$
 Drees
HOMES





REISSUED: 07/13/2023
Mark and Shifra Friedman










## REISSUED: 07/13/2023

MECHANICAL LEGEND

- DATA ALK LEND
- Star ugh
O. CIG MOUNIED LGHH frIT
+ Hose bib




 - $)^{4} 4$ WA SWITCH







Dies On Your Lot, University Heights OH
































- foundation wall
COMMON WTh


PLAN VIEW
SCAEE $1 / 4=1 \cdot T^{\prime \prime}$

| GENERAL NOTES |
| :--- |
| 1. THIS DETALL TO BE USED ONLY WHEN OVERDIG EXCEEDS 2'-0"- |
| FILL OVERDIG AREAS WITH GRAVEL IF LESS THAN 2'-0". |
| 2. CONCRETE STRENGTH AT SLAB: 3500 PSI |
| 3. ALL REBAR SHALL BE F $\mathrm{F}=60 \mathrm{KSI}$ STEEL |

ALTERNATE GARAGE SLAB

1. FILL OVERDIG COMPLETELY w/ SELF-COMPACTING GRAVEL FILL. 2. CONCRETE STRENGTH AT SLAB: 3500 PSI 3. SLAB REBAR OR GRADE BEAM NOT REQUIRED.
2. INSTALL SLAB KEYWAY PER DETALL 3 THIS SHEET.

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| SCAlE: As NOIED | eet No. |
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$\xlongequal{\text { PLAN VIEW }}$


| GENERAL NOTES |
| :--- |
| 1. THIS DETALL TO BE USED ONLY WHEN OVERDIG EXCEEDS 2'-0"- |
| FILL OVERDIG AREAS WITH GRAVEL IF LESS THAN 2'-0". |
| 2. CONCRETE STRENGTH AT SLAB: 3500 PSI |
| 3. ALL REBAR SHALL BE Fy $=60$ KSI STEEL |

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2. INSTALL SLAB KEYWAY PER DETALL 3 THIS SHEET.



PLAN VIEW

| GENERAL NOTES | ALternate garage slab |
| :---: | :---: |
| 1. THIS DETAIL TO BE USED ONLY WHEN OVERDIG EXCEEDS 2'-0"FILL OVERDIG AREAS WITH GRAVEL IF LESS THAN 2'-0". <br> 2. CONCRETE STRENGTH AT SLAB: 3500 PSI <br> 3. ALL REBAR SHALL BE $\mathrm{F}_{\mathrm{y}}=60 \mathrm{KSI}$ STEEL | 1. FILL OVERDIG COMPLETELY w/ SELF-COMPACTING GRAVEL FLLL. <br> 2. CONCRETE STRENGTH AT SLAB: 3500 PSI <br> 3. SLAB REBAR OR GRADE BEAM NOT REQUIRED. <br> 4. INSTALL SLAB KEYWAY PER DETAIL 3 THIS SHEET. |


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|  | SCALE: As NoIED | et No. |
| Igeneral muhem ond kuli engineeing \garogestabdwgs.dwg 03.0.2.2019 |  | $S-1 B$ <br> ALTERNATE |

## GENERAL NOTES

THIS DETAIL TO BE USED ONLY WHEN OVERDIG EXCEEDS 2'-0" FILL OVERDIG AREAS WITH GRAVEL IF LESS THAN 2'-0"
2. CONCRETE STRENGTH AT SLAB: 3500 PSI
3. ALL REBAR SHALL BE F $\mathrm{F}_{\mathrm{y}}=60 \mathrm{KSI}$ STEEL

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2. SLAB REBAR OR GRADE BEAM NOT REQUIRED.
3. INSTALL SLAB KEYWAY PER DETALL 3 THIS SHEE


$\underline{\underline{\text { PLAN VIEW }}}$



2 SECTION THRU GRADE BEAM


1.THIS DETALL TO BE USED ONLY WHEN OVERDIG EXCEEDS 2-0" FILL OVERDIG AREAS WITH GRAVEL IF LESS THAN 2'0".
2. CONCRETE STRENGTH AT SLAB: 3500 PS
3. ALL REBAR SHALL BE $F_{y}=60$ KSI STEEL

ALTERNATE GARAGE SLAB

1. FILL OVERDIG COMPLETELY w/ SELF-COMPACTING GRAVEL FILL. 2. CONCRETE STRENGTH AT SLAB: 3500 PSI 3. SLAB REBAR OR GRADE BEAM NOT REQUIRED.

PUSHSLAB REBARSTGHTTO WALL
(s-10) KEYWAY DETAIL (All EdGES)

Drees
Stider

[^1]



MOULDED MILLWOR $\square$ SCHEDULE

| HEADERS |  |  |
| :---: | :---: | :---: |
|  |  | F■ロロ |
| ARCHED HEADER DI | H8xxEFR | N／A |
| ARCHED HEADER DII | H8xxEFDR | N／A |
| ARCHED HEADER DI | H8xxEFTR | N／A |
| ARCHED HEADER Dİ | H8xxEFTIR | N／A |
| ARCHED HEADER D3 | AHIDxx | WCHSEGxxala |
| ARCHED HEADER D3］ | N／A | WCHSEGxx0100 |
| ARCHED HEADER D4 | AR5 $\times$ x | AR×x ${ }^{\text {6 }}$ M |
| ARCHED HEADER D4］ | AR5xx］ | ARxx 66 M － |
| ARCHED HEADER D5 | AR1］xxEC | ARx× 6 METAR6C |
| ARCHED HEADER D5］ | AR1 $\mathrm{Cx} \times \mathrm{EC} \square$ | AR×x 6 METAR6C $\square$ |
| ARCHED HEADER D6 | AR1砍C | ARxxD10MC |
| ARCHED HEADER D6］ | ARIT××CD |  |
| ARCHED HEADER Dİ | H $\quad$ XXEF－4］ | N／A |
| ARCHED HEADER D8 | AR14xxC | ARxxロ14MC |
| ARCHED HEADER D8］ | AR14××CD | AR× $\times 174 \mathrm{MC}$ |
| ARCHED HEADER DI | HDXXE | WCHARSxx13 |
| CROSSHEAD AI | HDxx | WCHxxack |
| CROSSHEAD AII | HDxx | WCHxxacn |
| CROSSHEAD B1 | H14xxBT | WCHxx－14BT |
| CROSSHEAD BII | H14x×BTD | WCH $\times \times 014 \mathrm{BTD}$ |
| CROSSHEAD BI | HIIXx | $\mathrm{WCH} \times \times \mathrm{Ol} \mathrm{D}^{\text {a }}$ |
| CROSSHEAD B $\quad$ I | HITXXD | WCHxxalou |
| CROSSHEAD C1 | H18x×BT | WCH $\times \times \square 14 \mathrm{BT}$ |
| CROSSHEAD CII | H18x×BT］ | WCHxxal4BTa |
| CROSSHEAD C | H18xxBT－PA | LDCHxx018 |
| CROSSHEAD CII | H18x×BTC－PA | LDCH $\times \times$ ¢18 8 |
| CROSSHEAD－－E1－HDR | ［－E1－HDR | －E1－HDR |
| CROSSHEAD－ET－HDR | $\square-E D-H D R$ | $\square-E-H D R$ |
| CROSSHEAD－EE3－HDR | ［－E3－HDR | －E3－HDR |
| CROSSHEAD D－E3－ARCHHDR | －－E3－ARCHHDR | －－E3－ARCHHDR |
| CROSSHEAD－E3－CLHDR | －－E3－CLHDR | ［－E3－CLHDR |
| CROSSHEAD $\square$－E5－HDR | －－E5－HDR | －－E5－HDR |
| WINDOW HEADER AI | H6xx | WCHxx．6 |
| WINDOW HEADER AII | H6xx | WCHxx ${ }^{\text {a }}$ |
| WINDOW HEADER B1 | HDxx－D | WCHxxacin |
| WINDOW HEADER BII | HDxx－a | WCHxxCOND |
| WINDOW HEADER B | HDX×BT | WCHxxal ${ }^{\text {NBT }}$ |
| WINDOW HEADER BII | H［x×BT］ | WCHxxDİNBTI |
| WINDOW HEADER Cl | HExx | CCAxx01］ |
| WINDOW HEADER CII | H■xx | CCAxx－100 |
| WINDOW HEADER C］ | HDxxT | WCHxx0LT |
| WINDOW HEADER CII | HDxxTD | WCHxxロIT |
| WINDOW HEADER C3 | H1 $\mathrm{Cx} \times$ BT | WCHxxal ${ }^{\text {BT }}$ |
| WINDOW HEADER C3口 | H10x×BTD | WCH $\times \times 017 \mathrm{BT}$－ |
| WINDOW HEADER C4 | H14××BT | WCHxx 114 BT |
| WINDOW HEADER DI | HDXXF－4 | N／A |
| WINDOW HEADER DII | HDxxF－4］ | N／A |
| WINDOW HEADER Dİ | HDxx］－1 | N／A |
| WINDOW HEADER［－W1 | ［－W］ | D－W1 |
| WINDOW HEADER - －W3 | －W3 | －W3 |
| WINDOW HEADER［－W3口 | －W3］ | C－W3口 |
| WINDOW HEADER［－W3D | －W3D | －W3D |
| WINDOW HEADER－W4 | D－W4 | －W4 |
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| MOULDINGS |  |  |
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| Droub | Noumad | Fmou |
| BAND MOULD D 1 | M $101 \mathrm{l}-16$ |  |
| BAND MOULD D | M3－1－16 | MLD atar－16 $^{\text {a }}$ |
| BARGE MOULD DI | WMala | WMala |
| CASE MOULD D1 | M3 IL－16 $^{\text {－}}$ | MLD abe－16 $^{\text {a }}$ |
| CASE MOULD D $\square$ | N／A | MLD 444－1］$^{\text {a }}$ |
| CROWN MOULD DI | M4［4－16 | MLD5 ar－16 $^{\text {－}}$ |
| DENTIL MOULD D1 | M1 55－16 | MLD31－－16 |
| DENTIL MOULD D | M1 $88-8$ | MLD353－8 |
| HALF ROUND MOULD DI | N／A | MLD6㐌－1］ |
| PANEL MOULD D1 | M310－8 OR 16 | MLD61［－1］ |
|  |  |  |

PEDIMENTS／COMBO HEADERS

| Droub | Noumad | F円ロロ |
| :---: | :---: | :---: |
| BROW COMBO DI | BCxx | CSAPxX |
| PEAL PEDIMENT D1 | Pxx－4（60］） | PCPxx |
| PEA $\square$ PEDIMENT $\square$－E1－PED | D－E1－PED | D－EI－PED |
| PEADED COMBO DI | PCxx－4 | CPCPxX |
| RAMS HEAD PEDIMENT DI | Rxx | RHPXx ${ }^{\text {a }}$ |
| ROUND PEDIMENT DI | Bxx－4 | PSPxx |
| SUNRISE COMBO DI | SCxx－4 | CSPxx |
| पICTORIAN PEDIMENT DI | CPxx | D $\quad$ Pxx $\quad$／SWDHxxDx |


| WINDOW DECORATION |  |  |
| :---: | :---: | :---: |
| Drıucharracamma | Nauabd | F■ロロ |
| HALF CIRCLE SUNBURST DI | SPxxxx | SWDHxx［xx |
| PALLADIAN WINDOW DI |  | ARxxDIIMFLxxx |
| PALLADIAN WINDOW DII |  |  |
| PALLADIAN WINDOW D | H［AR1 LSPxxxx | ARxxロ1 $\square$ MFLxxx $\square$ 而 |
| PALLADIAN WINDOW Dat | H［ARI ISPxxxx］ | ARxx 1 IMFLxxx SWDHxx［xx $\square \square d \square 1 \square T M$ |
| PEAIED CAP HEADER DI | N／A | CHPCxx－15 |
| PLAIN SECMENT DI | SPxxxxP | PSPxx |
| SEGMENT SUNBURST DI | SPxxxx | SWDHxxDxx |
| ACCESSORIES |  |  |
|  | Natucd | Fmod |
| GABLEDI | PGDx10 | CPA（ |
| EEYSTONE D1 | DY14F－3 | CY14 |
| OEYSTONE DI | पYHMDF | WCM |
| WREATH DI | N／A | WAB34 |


| BRAC $\square$ ETS |  |  |
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| DramGourachamu | Nuoudd | F■ou |
| EITERIOR BRACDET D1 | BR43口 | N／A |
| EITERIOR BRACIET DI | DB1 | DTLB6प4Г6 |
| EDTERIOR BRACIET D3 | BR3C4（口＂WIDE） | BCTC400400 |
| EITERIOR BRACIET D4 | BR455 | N／A |
| EITERIOR BRACIET D5 | BR30］－1 | B6T1 0011006 |
| EITERIOR BRACIET D6 | BR30］ | BaTluall |
| EITERIOR BRACIET DI | BR400 | BCT16ロ1803 |
| EDTERIOR BRACDET D8 | BR413 | DTLB50503 |
| EITERIOR BRACDET DI | TBD | BCTII 100 |
| EITERIOR BRACIET DII | TBD | BDT1 0 ［04］3 |
| EDTERIOR BRACDET D11 | BR435 | BDT－5 ${ }^{\text {a }}$ |
| EITERIOR BRACDET DII | BR4■4 | BロT16ロ3074 |
| CABLE BRACIET DI | TBD | DTLB6［4Г6R（OR L）PITCH |
| CABLE BRACIET D | BR403－x］ | B®T500］ |
| GABLE BRAC IET D3 | BR4 $44-\mathrm{x}$［1］ |  |


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| :---: | :---: | :---: | :---: |
| CATHEDRAL LOUCER D1 | CLIITE4 | CLITIOU4 | － |
| CATHEDRAL LOUZER DIT | CLIIIC4TRIM4 |  | －－ |
| CATHEDRAL LOUVER DI | CLD143］ | CLIT1403］ | －－ |
| CATHEDRAL LOUIER DIT | CLDI430TRIM4 | CLD14ロ30प4F | 004414 |
| CATHEDRAL LOUIER D3 | CLIT003］ | CLITEDE3］ |  |
| CATHEDRAL LOULER D3T | CLIOU03DTRIM4 |  | － |
| HALF CIRCLE LOUZER DI | HRLD3 | HRLD3016 | － |
| HALF CIRCLE LOUIER DIT | HRLO30TRIM4 | HRLD3004F | － |
| HALF CIRCLE LOUDER D ${ }^{\text {d }}$ | HRLD36 | HRLD36018 | －－ |
| HALF CIRCLE LOUIER DIT | HRLL36TRIM4 | HRLO3614F | $\square 043 \square 034$ |


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| RECTAN |
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Sheet Descripion
MOULDED MILLWORK SCHEDULE
Sheet No．





# AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1064.05 ENTITLED "STORAGE BEHIND REAR BUILDING LINE" AND DECLARING AN EMERGENCY. 


#### Abstract

WHEREAS, City Council wishes to enact standards and regulations that are clear and enforceable relating to storage of garbage cans and/or trash/rubbish receptacles;


#### Abstract

WHEREAS, City Council wishes to enact regulations relating to storage of garbage cans and/or trash/rubbish receptacles that will improve the health and safety of the community, reduce litter and garbage on city streets, and enhance the aesthetics of neighborhoods; and


WHEREAS, City Council wishes to enact penalties for failure to adhere to its regulations relating to storage of garbage cans and/or trash/rubbish receptacles;

## 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 1064.05 entitled "Storage Behind Rear Building Line", which shall read in its entirety as follows:

### 1064.05 STORAGE BEHIND REAR BUILDING LINE

Except after sunset on the day before the regularly scheduled garbage and rubbish collection for the premises involved, and the actual time of collection, no person shall deposit, store, cause or allow to be stored on the premises under his or her ownership or control, any ashes, garbage, refuse, rubbish or waste paper, unless such deposit or storage takes place behind the rear building line of the premises.
(a) Garbage cans, trash/rubbish receptacles or any other container for waste (hereafter "Container") may not be stored in front of the rear foundation line of any residence, or in front of the rear foundation line of any building which is parallel with any street line on which the building fronts, except after sundown on the evening immediately preceding the day for refuse collection and for 12 hours immediately following refuse collection by the City.
(b) Empty Containers are not permitted to remain in front of the rear foundation line of any residence or building by the owner, agent, lessee or occupant of that residence or building for a period in excess of 12 hours from the time of collection by the City
(c) No owner, agent, lessee or occupant of any property or any other responsible party shall violate subsections (a) or (b) hereof. If there is a violation, the violation shall be enforced as follows:
(1) The Housing and Community Development Director, Building Commissioner, Certified Building Official, Service Director or Chief of Police or sworn peace officer are authorized to issue notices and citations to the owner, agent, lessee, occupant or other responsible party of any property maintained in violation of this ordinance.
(2) The authorized official shall post a notice of violation in a conspicuous location on the property. The notice shall state the time when the notice was issued and shall indicate the nature of the violation. Should another violation occur within 18 months of the original violation, the property owner shall be charged seventy-five dollars (\$75.00).
(3) Payment shall be made to the City of University Heights, Housing and Community Development Department, within thirty days of the date of the bill. Any bill that is not paid within thirty days shall be placed on the property taxes of the property owner as a tax lien for collection by the City Finance Director.
(d) Nothing herein shall be construed to limit the authority of the City or its Law Director to undertake any action or to seek any other remedies or sanctions available.

Section 2. Codified Ordinance Section 1064.05 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 amending the regulations in Section 1064.05 so that they are clear and enforceable, for the health and safety of the City's residents. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

## City of University Heights, Ohio

## Michael Dylan Brennan, Mayor

Passed: $\qquad$

## Attest:

## Kelly M. Thomas, Clerk of Council

Approved as to form:<br>Luke F. McConville, Law Director

## INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

## AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1246.01 ENTITLED "GENERAL PROVISIONS" FOR THE PURPOSE OF ELIMINATING THE RESIDENCY REQUIREMENT FOR MEMBERSHIP ON THE ARCHITECTURAL REVIEW BOARD, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to eliminate the residency requirement for membership on the Architectural Review Board ("ARB") for the purposes of expanding the potential pool of candidates to fill positions on the Board;


#### Abstract

WHEREAS, the City has had a vacancy on the Architectural Review Board since January of 2023 and has had no applicants step forward to fill the vacancy;


#### Abstract

WHEREAS, by expanding the pool of candidates for the Architectural Review Board, the City will reduce the possibility for conflicts of interest that would cause recusal of members from the same firm that could make reaching a quorum more difficult;


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

Section 1. Council hereby amends Codified Ordinance Section 1246.01 entitled "General Provisions," to read in its entirety as set forth in Exhibit A hereto, a copy of which is attached and which is incorporated herein by reference as if fully rewritten. A complete copy of Exhibit A is also on file with the Clerk of Council.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that an appointment to fill the current Board vacancy must be made as soon as possible so that ARB may conduct its business with a full slate of members; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

# CITY OF UNIVERSITY HEIGHTS, OHIO 

MICHAEL DYLAN BRENNAN, MAYOR

PASSED: $\qquad$

## ATTEST:

## KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

## § 1246.01 GENERAL PROVISIONS

(a) Creation, Purpose and Intent. The Architectural Review Board is hereby created to review applications for new or replacement dwelling structures in all residential zoned districts, and to review applications in all other zoning districts when an increase in building square footage or a substantial exterior change is proposed, to:
(1) Ensure that new development and redevelopment are compatible and harmonious with the existing overall character of the City;
(2) Strengthen, enhance and improve the existing visual and aesthetic character of the City; and
(3) Maintain a high design character of community development, and ensure compatibility of new development.
(b) Powers and Duties. The Architectural Review Board shall review plans for new development and alterations to existing development in the following respects:
(1) The design of the building - use of materials, finish grade lines, dimensions, orientation, fenestration and proportions.
(2) The design of the building in conjunction with site features such as landscaping, parking, and vehicular and pedestrian circulation for all projects to be erected, altered, remodeled or repaired; and
(3) The design and placement of business identification signs when referred by the Building Commissioner.

In undertaking this review, the Architectural Review Board may promulgate design criteria to guide subsequent phases of development.
(c) Membership and Term.
(1) The Architectural Review Board shall consist of five registered architects who shall be either (i) residents of the City of University Heights or (ii) registered as an architect in the State of Ohio. If a sufficient number of registered architects are not available, one member may be from another related profession if the person has demonstrated an interest, experience or knowledge in architecture, landscape architecture, urban design or related disciplines. In the event the Building Commissioner is a registered architect, he or she may serve as a voting member of the ARB, even if not a resident of University Heights, provided that the Building Commissioner must be appointed by the Mayor and approved by Council in order to serve in such capacity. The Building Commissioner shall be eligible to participate in discussions whether he or she is a voting member or not.
(2) One other registered architect meeting the criteria of division (c)(1) hereof shall be designated as an alternate to the ARB and shall review any proposal where a member of the ARB has a conflict of interest.
(3) All members shall be appointed by the Mayor and approved by Council.
(4) The term of office shall be for three years, except in the case of appointments made in 2022, in which case the terms shall be staggered so that at least one term expires every three years.
(5) If there is a vacancy for any reason, a newly appointed person shall complete the unexpired term.
(6) All members of the Architectural Review Board shall be paid $\$ 50.00$ per attended meeting. Should one of the members hold a salaried position with the City during his or her appointment, this person shall not be compensated for his or her attendance at these meetings, or for any other related time or service to the ARB.
(d) Action by ARB. The Architectural Review Board shall meet as necessary. Approval of an application submitted to the ARB shall require the affirmative vote of a majority of a quorum. A quorum shall be not less than three members. In the event an application is not approved by the ARB, the ARB shall clearly indicate to the applicant the reasons the application was not approved. When proposals before the ARB are also subject to Planning Commission and/or Board of Zoning Appeals action, the ARB decision shall serve as a recommendation. When action is taken on a proposal that is not subject to the Board of Zoning Appeals or Planning Commission, the decision of the ARB will be final. Any person aggrieved by a final decision of the ARB may appeal to the Board of Zoning Appeals within ten days of the decision.
(e) Interpretive Illustrations for Design Guidelines. The ARB may prepare from time to time or authorize the preparation of illustrations which demonstrate the development and design guidelines in Section 1262.12. Such illustrations may include drawings and/or photographs that depict the guidelines. Any such illustrations shall be considered administrative guidelines which assist in the utilization of the development and design guidelines.
(f) Application. Applicants shall complete a form as prescribed by the Building Commissioner and approved by the Law Director. The application fee shall be one hundred dollars ( $\$ 100.00$ ). Drawings, photographs or samples shall be submitted that will property communicate the applicant's proposal. The Building Commissioner may reject an application if he or she determines the documents are inadequate.
(g) Permits. The Building Commissioner may not issue permits for projects subject to ARB action until approved by the ARB. Conditions of approval shall become part of the permit documents.

Strengthening Investment and Engagement in the Arts

Ohio Arts Council
30 East Broad Street, 33rd Floor
Columbus, Ohio 43215-3414
614-466-2613
oac.ohio.gov
For TTY/TDD use Ohio Relay Service 1 -800-750-0750

Grant Number: $\mathbf{2 4 1 6 0 7 9}$ Program: ArtSTART

This agreement, with the objective of promoting and preserving the arts in Ohio, entered into on July 202023 by and between the Ohio Arts Council, an agency of the State of Ohio, and hereafter referred to as the "Council," with offices at 30 East Broad Street, 33rd Floor, Columbus, Ohio 43215-3414, and the "Participant" who is listed immediately below:

## City of University Heights <br> 2300 Warrensville Center Road <br> University Heights, OHIO 44118-3825

Whereas, the Participant has requested financial assistance for 2023 Fall Fest and has submitted an application and verified its most recently completed fiscal year with financial statements (as required) to the Council, and

Whereas, the Participant pledges $\$ 4,444.00$ as matching funds to qualify for Council assistance, and
Whereas, between 09/01/2023 and 10/31/2023, City of University Heights will present Fall Fest, a one-day celebration that features live music, family activities, interactive arts programming, and local vendors.

Now Therefore, the Council shall pay to the Participant an amount not to exceed the sum of $\$ 4,444.00$ subject to the following conditions and covenants:

1. This Agreement is conditioned upon the availability of funds appropriated to the Council or available to it from other sources. This Agreement is subject to the determination by the Ohio Arts Council that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Arts Council for the purposes of this contract, and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code 126.07. If the Ohio Arts Council determines that sufficient funds have not been appropriated for the purposes of this contract, or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
2. If the Participant's programming is comprised, in whole or in part, of any events such as exhibit or performance, the Participant shall submit to the Council the date, time, and location as soon as known, but no later than two weeks before the event. In order to provide members of the Council Board, appropriate Council committees, and the Council staff with the opportunity to view the arts program supported by the Council, the Participant agrees to admit said individuals upon request.
3. Promptly notify the Council of any changes or problems in the program and of the need for changes to this Agreement. There shall be no variance from this Agreement without prior written approval of the Council. If any such change, substitution, or variance shall occur, the Council shall have the right to reduce its obligation under this Agreement to the extent it judges itself damaged, which judgment shall be conclusive and binding upon the Participant, or the Council may terminate this Agreement and thereafter have no further obligation to the Participant.
4. In order to provide accountability of Council funds, the Council shall reserve the right to conduct program evaluations and financial audits at such times, places, and by such means, and in such manner, as the Council, in its sole discretion, shall determine, and the Participant agrees to, and shall, fully cooperate with the Council and its agents and representatives.
5. The participant may request a partial payment which is 50 percent of the total grant. Participants in need of partial payment must complete a Partial Payment Request confirming that Council funds will be used only for expenses that have been incurred during the grant period. Denial of the request is not a breach of the Agreement or any part of it by Council. The Participant agrees to comply with all terms of the Partial Payment Request.
6. The Participant shall submit a full and certified accounting, summarizing all expenditures, as required on the Council Final Report

Form. This accounting shall be subject to financial audit and program evaluation by appropriate agencies of the State of Ohio and the United States Government. The Participant will be responsible for the safekeeping and identification of records that corroborate the program financial statements. Said records (sales receipts, invoices, travel claims, pay vouchers, etc.) must be kept in the Participant's files for a period of three (3) years after the completion of the grant period, and be produced and made available to the Council for inspection and reproduction, at the request of the Council.
7. The Council shall process a payment to the Participant for an amount not to exceed that stated above, after completion of the grant period and submission of the appropriate Council Final Report Form, which includes the Participant's financial report detailing expenditures of the Council's grant. The Final Report shall be due thirty (30) days after the completion of the grant period. Council reserves the right to cancel any grant for failure to complete the Final Report within the thirty day period stated above, unless arrangements for an extension have been made with the Council.
8. The Participant shall provide Council with documentation of the activities funded by the Council in this Agreement, including but not limited to, copies of publicity, printed materials, statements of credit, and where appropriate, photographs. These support materials shall be submitted with the Final Report. Where the Participant is awarded funds for an artistic product such as printing of a book or completion of a film or videotape, at least one copy will be made available to Council for viewing purposes to determine whether the terms of this Agreement have been met. Failure to comply with Council's request under this paragraph shall be grounds for the Council in its sole discretion to cancel or rescind this Agreement and any grants or monies due under it.
9. Credit and Publicity Requirements: By signing this Grant Agreement, Participant acknowledges that they have read and agree to the requirements outlined in the Logos and Branding page on the Ohio Arts Council's website (http://oac.ohio.gov/brand). The Participant agrees to all terms and conditions therein and agrees to comply with credit and publicity terms and conditions. Failure to comply with these requirements may jeopardize future funding as the Ohio Arts Council will review and confirm the grantee's past compliance with the credit and publicity requirements prior to approving any additional funding.
10. Grant funds awarded in this Agreement may not be used for brick-and-mortar activities, capital improvements, equipment purchases over $\$ 1,000$, hospitality costs, scholarship assistance, or out-of-state travel.
11. The Participant assures Council that direct efforts will be made to involve the community and that said program(s) for which grant funds have been awarded will not be offered for student credit.
12. The Council shall not be responsible or liable for any deficit arising from the Participant's program.
13. In the event the Participant ceases to program arts activities, other than for reasons described below in Article 14, and has previously received financial assistance from the Council, the Participant will reimburse the Council to the full extent of payments made by the Council pursuant to this Agreement.
14. If the Participant is unable to program arts activities during the grant period by virtue of any act or regulation of any public authority, or on account of events such as, but not limited to, war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the Participant's control, the Council shall still be obligated to make the payment required herein, to the extent that the Participant has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.
15. The Participant shall notify all persons with whom the Participant contracts that the Participant shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Council. The Participant hereby agrees to and does assume all risk of claims heretofore or hereafter arising, known, or unknown, from any matters relating to this Agreement, and in addition, agrees to save the State harmless from possible copyright infringements or other claims relating to or growing out of this Agreement or conduct which takes place arising under it. The Council can, at its own option, require the Participant to execute written contracts with those persons, or entities with whom the Participant deals. Council can require all contracts be submitted to it for its review and approval at any time it may deem advisable, and this approval shall apply to all contracts under this clause.
16. The Participant agrees to hold the Council and the State of Ohio harmless from any claims of any kind for injuries or damages which result from the making of any arrangement for said arts programs or in the performance of said program.
17. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program, activity, or service on the basis of race, color, religion, sex, national origin, disability, ancestry, or age. The Participant further agrees not to discriminate against any employee or applicant for employment to be hired in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability, ancestry, or age.
18. The Participant herewith assures the Council that (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed under this Agreement will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities; (2) no part of any project or production which is financed under this Agreement will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the persons engaged in such project or production. Compliance with the safety and sanitary laws of the State of Ohio shall be prirna facie evidence of compliance. The Participant also agrees to comply with, and not to violate, other laws, state or federal, including those covering health, safety and welfare, but without limitation thereto.
19. The Participant shall not assign this Agreement or any part thereof without the written consent of the Council.
20. The Participant agrees that each of the covenants of the Council contained herein is dependent upon the fulfillment of all the conditions and covenants of the Participant contained herein.
21. If any provision of this Agreement should be held invalid by a Court of the State of Ohio, all other provisions shall nevertheless be in effect and binding upon the parties.
22. This Agreement, including agreements incorporated by reference, is to be governed by the laws of the State of Ohio, and venue shall be proper in Franklin County, Ohio, in the Courts of the State of Ohio.
23. The acceptance of the terms of this Agreement has been authorized by the governing body of the Participant and the undersigned representative has been authorized to act for the Participant in the administration of this Agreement.

In witness hereof, the parties affix their signatures to this Agreement executed in triplicate on the day and year first above mentioned.

## State of Ohio - Ohio Arts Council

## Participant



By:
Donna S. Collins
Title:
Executive Director
Print Name:
EIN:
*To be signed by the Chief Administrative Officer. This must be a person authorized to execute binding contracts with other entities. This Grant Agreement should not be signed by the Project Director if he/she does not have the authority to sign legal documents for the organization.

## ADDENDUM to OHIO ARTS COUNCIL AGREEMENT

The following clause replaces Clauses 15 \& 16 of the Grant Agreement:
"It is understood that the, the Participant herein, is a state-supported institution of higher education and is not an agent of the Ohio Arts Council. The planning of this arts project, and conduct of and the administration of this grant is the responsibility of this Participant, to the extent permitted by law. The Participant hereby assumes risks for claims arising from matters relating to this arts project, and, to the extent permitted by law, agrees to hold the Arts Council harmless from claims for bodily injury, property damage, false arrest, detention, or imprisonment or malicious prosecution, libel, slander, defamation or violation of the right of privacy, wrongful entry or eviction, or other invasion of the right of private occupancy, which results from the making of any arrangement for said arts project, or in the performance of said project, including use of video or film, when the Participant will be responsible for any copyright infringements, and for violation of constitutional and statutory rights under the United States and the State of Ohio Constitutions and statutes."

## Final Score

53

$\qquad$

## Disclaimer

Prices are subject to change, error and availability. Prices do not include shipping and handling, if any. Return Policy: Returned parts will be charged a $20 \%$ restocking fee. Returns must be made within in 30 days of our order date. Special order parts are non-returnable.

Please fax signed quote to 440-808-0470 or email to sales@starfishcomputer.com so that your order can be placed. Thank you for your business.

# 2023-2024 NFPA 1582 Firefighter Occupational Medical Examinations 

## Period of Performance: September 30, 2023 - December 31, 2024

Purpose: Provide One (1) NFPA 1582 compliant occupational medical exams for up to 35 employees during the period of performance.

## Location of Services to be provided and completed: Cuyahoga County

## Exams that shall be completed in physical:

- Chest X-Ray, 2V (baseline/every 5 years)
- Physical Exam
- OSHA Respirator Questionnaire Review
- Occupational and Medical History Review
- Pulmonary Function Test (spirometry)
- Electrocardiogram (EKG) with Interpretation
- Audiogram
- Snellen Distant/Rosenbaum Near Vision
- Prostate Specific Antigen (PSA) Screening
- CBC with Differential/Platelet
- Comprehensive Metabolic Panel (CMP) Includes lipids and liver function
- Urinalysis
- Hepatitis- B Antibody Test (if immunized)
- TB Skin Testing
- Fecal Occult Blood Testing
- Cardiac Stress Testing
- Calcium Scoring Test (40 years and older)
- Skin Cancer
- Comprehensive inspection of skin included in physical exam
- Any suspicious lesions shall be referred for dermatological assessment
- Testicular Cancer
- Baseline examination included in physical exam
- Prostate Cancer
- PSA Testing offered to all male FF at age 50 and annually thereafter
- PSA Testing offered to all male FF at age 40 and annually thereafter with a family history or are of African American heritage
- Digital Rectal Exam can be performed if a PSA is obtained
- Colorectal Cancer
- Fecal Occult Blood testing is recommended for all FF at age 40 and annually thereafter
- Recommend sigmoidoscopy or colonoscopy beginning at age 50 and with any positive fecal occult blood test
- Bladder Cancer
- Urinalysis recommended for all FF to evaluate for blood
- Referral to urology if positive
- Oral Cancer
- Examination of the mouth and throat is included in physical exam
- Thyroid Cancer
- Thyroid palpation for nodules is included in the physical exam

Bricker Graydon LLP
1350 Euclid Avenue
Suite 650
Cleveland, OH 44115
216.523.5405 Office
www.brickergraydon.com

## Catherine Swartz

Partner
216.523.5465 Direct Phone cswartz@brickergraydon.com

July 13, 2023

## VIA EMAIL

Michael Dylan Brennan, Mayor
City of University Heights
2300 Warrensville Center Road
University Heights, Ohio 44118-3895
Re: Bankruptcy Counsel Services related to University Square Real Estate Holdings LLC, Case No. 23-12301, U.S. Bankruptcy Court, N.D. Ohio ("University Square")

Dear Mayor Brennan:
Thank you for asking Bricker Graydon LLP (the "Firm" or "Bricker Graydon") to serve as your counsel in the matter described below. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to you.

The Client. City of University Heights, Ohio] (the "Client") will be our client in this engagement.
Scope of Engagement. The Firm is being engaged to represent the Client's interests related to the bankruptcy proceeding of University Square (the "Matter").

In addition to the Matter described in the preceding paragraph, upon your request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or your disclosure obligations under such laws, and we agree that you will not, without our prior written consent, include documents we provide to you in filings with federal or state securities regulators, including the SEC.

July 13, 2023

Compensation. We customarily charge an hourly fee for legal services, which currently range from $\$ 250$ to $\$ 700$, depending on the attorney's experience and expertise. Our current paralegal rates range from $\$ 175$ to 325 per hour. The hourly rates of our professionals are periodically reviewed and adjusted to reflect the current cost and expertise of delivering comparable legal services. For the Matter, we will provide the Client a $15 \%$ discount on hourly rates, with rates through December 31, 2023 for the bankruptcy team as follows:

| Attorney | Standard Rate | Discount Rate |
| :---: | :---: | :---: |
| Susan Argo | $\$ 600$ | $\$ 510$ |
| Mike Debbeler | $\$ 700$ | $\$ 595$ |
| Jeffrey Hendricks | $\$ 525$ | $\$ 445$ |
| Jeff Pfirrman | $\$ 400$ | $\$ 340$ |
| Justin Ristau | $\$ 515$ | $\$ 435$ |
| Sebastian West | $\$ 275$ | $\$ 235$ |

The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the completion of the Matter. If requested, we will endeavor to estimate the total fee where the nature of the Matter allows us to do so. Any estimate would be provided with the clear understanding that it is not a maximum or a fixed-fee quotation; that the cost will likely be more or less than the estimated amount.

Disbursements and Third Party Expenses. In addition to our hourly fees for professional services, you will also be charged for miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, you may also be asked to advance funds to reimburse the Firm for payments made or to be made your behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments. Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of $1.5 \%$ per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of your
account. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

Professional Responsibility and Conflicts of Interest. The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will discuss it with you and take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact the undersigned.

Advance Consent to Conflicts. Bricker Graydon represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where your respective interests are adverse.

For example:

- If you have a lending relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Bricker Graydon client, we may represent the other client in a substantially unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you concerning the Matter will not disqualify our Firm from representing other clients in matters, including litigation, that are substantially unrelated to the Matter. You consent to waive any conflict of interest as to those other, substantially unrelated representations. Bricker Graydon agrees, per the applicable Rules of Conduct, not to divulge any confidential or nonpublic information about you that we acquire as a result of our work on the Matter, or to use any such information to your material disadvantage in connection with any substantially unrelated matter in which we represent a party adverse to you.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client's interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client's interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Client Information and Communications. So that the Firm's attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result of incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required by a court or other authority.

To facilitate communications between the Client and the Firm, we understand that you shall be the point of contact of the Client and that the Firm is to take direction from this person. If there comes a time when the Firm receives conflicting direction from individuals within the Client, such that the Firm can no longer adequately represent the interests of the Client, the Firm may terminate the representation in this Matter, subject to any approval required by a court or other authority.

Internal Consultation with Counsel to the Firm. From time to time, lawyers or others in the Firm will consult with Bricker Graydon lawyers designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between you and the Firm. As a condition of the Firm's representation, you agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to you, by the attorney-client privilege, to the extent permitted by law.

Litigation Matters - Litigation Holds. If our representation in the Matter requires the production of information to another party, whether or not that party is adverse, applicable laws and rules likely require the Firm and the Client to preserve information. Any failure to do so may result in severe financial and procedural consequences. The duty to preserve is generally called a "Litigation Hold." A Litigation Hold requires preservation of both hard-copy and electronically stored information ("ESI"). It applies to information that exists at the time of the engagement as well as that which is created later.

By signing this letter, the Client agrees and acknowledges the Client's duty to preserve all information, including ESI, relating to the Matter, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under the Client's control, calendars, cellular and landline phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mails, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or "hold," the information properly. You acknowledge that you understand Litigation Hold duties.

Resolving Disagreements. We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we
encourage prompt conversations with the attorney you are working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

Conclusion of Representation. Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm's right to terminate the engagement is subject to the applicable Rules of Conduct. Upon your authorization, we will provide the "Client File" to successor counsel selected by you. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, you agree to cooperate with such application for withdrawal and to engage successor counsel to represent you.

Client Files will also be provided to the Client upon written request, although such request must be made within five years of termination. We reserve the right to securely destroy or dispose of the Client Files five years after the termination of our representation, unless earlier notice is provided to you.

The Firm's files pertaining to the Matter will be retained by the Firm after termination. These "Firm Files" include such things as Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if you desire your papers and property returned to you ("Client Property"). If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice to you, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Unless previously terminated, Bricker Graydon's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending you our final statement for services rendered in the Matter.

Conclusion. If the foregoing is agreeable, please sign the Acceptance and Agreement below. If we are required to begin providing legal services before you sign below, you are deemed to have accepted the terms of engagement as outlined in this letter.

July 13, 2023
Page 6
Thank you again for selecting us to be your counsel. We look forward to working with you. If you have any questions regarding the foregoing or would like to discuss, please do not hesitate to give me a call.

> Very truly yours,


Accepted and Approved:
CITY OF UNIVERSITY HEIGHTS, OHIO

By:
Michael Dylan Brennan, Mayor

Date: July $\qquad$ 2023


[^0]:    3 KEYWAY DETAIL (ALLEDGEs) $\overline{C A L E|l| l|l| l|l| l \mid}$

[^1]:    Drees Homes
    
    

