

ORDINANCE NO. 2023-52

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TWO (2) YEAR CONTRACT FOR PUBLIC HEALTH SERVICES PROVIDED BY THE CUYAHOGA COUNTY BOARD OF HEALTH FOR THE CALENDAR YEAR 2024 AND 2025 IN THE AMOUNTS OF \$100,877 FOR 2024 AND \$111,312.00 FOR 2025

WHEREAS, the City wishes to enter into a two-year contract Enter into a Two (2) Year Contract for Public Health Services Provided by the Cuyahoga County Board of Health for the Calendar Year 2024 and 2025 in the Amounts of \$100,877 for 2024 and \$111,312.00 for 2025;

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

Section 1. Council hereby authorizes the Mayor to enter into an Agreement for Public Health Services Provided by the Cuyahoga County Board of Health, on the terms and conditions as set forth in Exhibit A hereto, a copy of which is attached and which is incorporated herein by reference as if fully rewritten.

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

Section 3. This Ordinance is hereby 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 the existing Agreement with the Cuyahoga County Board of Health is set to expire at the end of December of 2023; wherefore, this ordinance shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

(Attach Agreement for Public Board of Health Services)

CUYAHOGA COUNTY

BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

August 31, 2023

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

Dear Mayor Brennan:

Please find enclosed a two year contract for public health services provided by the Cuyahoga County Board of Health for the 2024 and 2025 calendar years.

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district." The Director of the Ohio Department of Health certifies this provision of health services annually. To remain certified, this contract must be approved by your council and returned to the Cuyahoga County Board of Health no later than December 31, 2023.

The Cuyahoga County Board of Health bases our public health service contracts on a per capita population rate. This contract represents the total cost for public health services and remains among the lowest per capita rates for public health services in the State of Ohio.

We are available to discuss the contract with your community at your request and we thank you for the opportunity to continue to serve your community. Please feel free to contact me with any questions you may have about the details of this communication.

Sincerely,



Roderick Harris, DrPH
Health Commissioner

Enclosed:

1. 2024-2025 Contract
2. Programs and Services Summary

Roderick Harris, DrPH Health Commissioner

5550 Venture Drive ♦ Parma, Ohio 44130 ♦ Direct: 216.201.2000 ♦ Fax: 216.676.1311 ♦ www.ccbh.net

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2024** (“Effective Date”) by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of University Heights**, a political subdivision, with its principal office located at 2300 Warrensville Center Road, University Heights, Ohio 44118 (the “City”), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 30, 2023 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2025**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 13,914 residents. The current per capita rate established by the Board is \$7.25 per capita for calendar year 2024 and \$8.00 per capita for calendar year 2025. The total amount due based on the per capita rate will be One Hundred Thousand Eight Hundred Seventy Seven Dollars and No Cents (\$100,877.00) for calendar year 2024 and be One Hundred Eleven Thousand Three Hundred Twelve Dollars and No Cents (\$111,312.00) for calendar year 2025. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Thousand Eight Hundred Seventy Seven Dollars and No Cents **(\$100,877.00)** for calendar year 2024 and the total annual sum of One Hundred Eleven Thousand Three Hundred Twelve Dollars and No Cents **(\$111,312.00)** for calendar year 2025. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Fifty Thousand Four Hundred Thirty Eight Dollars and Fifty Cents **(\$50,438.50)** from the regular property tax settlement to be made for said City for calendar year 2024 and Fifty Five Thousand Six Hundred Fifty Six Dollars and No Cents **(\$55,656.00)** from the regular property tax settlement to be made for said City for calendar year 2025.

4. **RECORDS.**

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. **REPORTS.**

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. **NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. **INDEPENDENT AGREEMENTOR.**

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. **NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma, Ohio 44130

TO THE CITY:

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

And

City of University Heights
Attention: Director of Law
2300 Warrensville Center Road
University Heights, Ohio 44118

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Michael D. Brennan

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of «CITY»** for the calendar years 2024 and 2025 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

CUYAHOGA COUNTY

BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

Programs and Services

The Cuyahoga County Board of Health (CCBH) offers a wide range of public health services to the citizens and communities in our health district. Select services may require income qualification or other qualifying criteria. The focus of some of our grant-related activities may be specific, based on guidance from our funding agencies. The following is a list of services. For more information, please call (216) 201-2000 or visit us on the web at www.ccbh.net.

Community and Family Services

CLINICAL SERVICES

CCBH provides free and low-cost immunization and family planning services. CCBH is a Vaccine for Children and Title X family planning provider. The program provides direct care, education, outreach activities, HIV testing, pregnancy testing/planning, STD testing and treatment, and referral to social services as necessary. Naloxone (a life-saving medication to reverse opioid overdoses) is available to all residents through our clinics to help prevent fatal drug overdoses. CCBH also provides outreach clinics for at-risk populations at community-based sites such as long-term care facilities, group homes, and with the refugee population.

NEWBORN HOME VISITING

Public health nurse home visits to at-risk families with newborns up to six weeks of age. Eligibility includes families with household incomes up to 200% of the federal poverty level, all teen mothers regardless of income, or any family with an identified medical or social risk factor. The visit provides a health assessment of the mother and baby, and information on newborn care, home safety, parenting, feeding, and addresses concerns of the family. Additionally, the visit connects families with resources in the community as needed.

LEAD POISONING PREVENTION

Public health nurses provide lead screening, education, and case management. Public health sanitarians perform investigations in response to reports of elevated blood lead levels in children to identify potential sources of lead exposure. Lead risk assessments, housing remediation, and clearance testing are conducted as part of collaboration with the Cuyahoga County Department of Development and our municipalities, through a grant with the U.S. Department of Housing & Urban Development.

CHILDREN WITH MEDICAL HANDICAPS (CMH)

CMH is a safety-net insurance program that links children from birth to 23 years of age with a qualifying medical condition to services through an approved provider to diagnose a potential medical condition and may assist in paying for ongoing services.

EARLY AGES HEALTHY STAGES (EAHS)

EAHS is a community-driven coalition that utilizes a policy, systems and environmental change approach to help children ages 0-5 and their families achieve early childhood success by addressing health and wellbeing in early care and education environments. EAHS works collaboratively across sectors and communities to ensure that all young children in Cuyahoga County have the opportunity to reach their best health. In addition to developing strategies to address the coalition's priorities of healthy eating, physical activity, and socioemotional health, EAHS offers 15 hours of training and 3 technical assistance visits for early learning centers and family childcare homes to achieve the step up to quality rated Ohio Healthy Program (OHP) designation. Areas of focus include adopting best practices in building healthy habits, healthy menus, and healthy policies. OHP is a statewide designation awarded to early learning programs that have committed to providing the children they serve with a healthier place to learn and grow.

FARM TO SCHOOL

Feed our Future (FOF): Local Foods for Growing Minds, is a comprehensive Farm to School framework that strives to ensure that all children have access to fresh, healthy, and when available local foods. FOF works with small/medium sized businesses/producers locally, regionally & statewide to integrate local food into child nutrition programs including early childhood and schools.

HEALTH IMPROVEMENT PARTNERSHIP-CUYAHOGA (HIP-CUYAHOGA)

The Health Improvement Partnership-Cuyahoga (HIP-Cuyahoga) is a multi-sector, equity-grounded consortium, established in 2009 following a comprehensive community health assessment and improvement planning process, with the Cuyahoga County Board of Health (CCBH) serving as the backbone organization. HIP-Cuyahoga's mission is to inspire, influence, and advance policy, environmental and lifestyle changes that foster health and wellness for everyone. HIP-Cuyahoga has more than a decade of strong partnerships developed over the course of conducting four highly participatory community health improvement-planning processes and works to catalyze environmental, systems, structure, and policy changes that improve population health and achieve health equity in Cuyahoga County. The partnerships current health improvement priorities include Eliminating Structural Racism, Behavioral Health (mental health & drug use/misuse), Accessible and Affordable Healthcare, Access to Healthy Food and Community Safety.

INDOOR AIR QUALITY

The Indoor Air Quality (IAQ) Program involves investigating and providing guidance in response to concerns or complaints related to the indoor air quality in residences, schools and other public buildings.

CREATING HEALTHY COMMUNITIES

Creating Healthy Communities (CHC) is committed to preventing and reducing chronic disease and promoting healthy equity by focusing on communities that have higher rates of poverty and unjust health outcomes. CHC works to address the root causes of health disparities related to heart disease, stroke, cancer, diabetes and chronic lower respiratory disease. Through cross-sector collaboration, the program activates communities to improve access to and affordability of healthy food and increase opportunities for physical activity by implementing sustainable evidence-based strategies. The three main communities of current focus for this program are East Cleveland, Euclid, and Maple Heights.

PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP)

Ohio PREP is a statewide initiative aimed to reduced unintended pregnancy, HIV, and sexually transmitted infection rates among young people ages 14-21. Programming is targeted to youth who are in foster care, justice involved, or attend an alternative school. CCBH coordinates services for a 14 county region across Northeast Ohio. Our train the trainer model increases the capacity of our region to reach youth with pregnancy prevention and life skills education.

OHIO EQUITY INSTITUTE (OEI)

OEI is a county-wide coordinated effort to address racial disparities in perinatal, infant, and maternal health in two ways: 1) Downstream Strategy: Local Neighborhood Navigators identify and connect a portion of each county's Black prenatal population to clinical and social services to reduce stress and improve access to resources needed for a new and growing family. Efforts prioritize non-traditional avenues of outreach designed and tailored to identify women where existing systems and programs do not currently reach. 2) Upstream Strategy: Facilitate the development, adoption, or improvement of policies and/or practices that impact the social determinants of health related to preterm birth and low birth weight, which often drive the inequities in birth outcomes within the OEI counties. The Fetal Infant Mortality Review (FIRM) project is part of the OEI program and the focus is to review circumstances surrounding a fetal death 22 weeks or later. This project provides the opportunity for mothers and family members who lost a baby to elevate their voices and identify risk factors for recommendations to prevent fetal deaths.

OHIO HEALTH IMPROVEMENT ZONE (OHIZ)

OHIZ is a pilot place-based initiative seeking to foster health equity, address social determinants of health and improve healthy behaviors through meaningful community engagement and cross-sector collaborations. This project builds on the Ohio Equity Initiative-One Community Framework and working with communities to improve health through the creation of a shared vision and goals and strategies for action. The project aims to ensure equal opportunities for all residents to be healthy through a sustainable community-led infrastructure. CCBH partners with Neighborhood Leadership Institute to work within three targeted zip codes of 44108, 44110, and 44112.

CRIBS FOR KIDS

The goal of the Cribs for Kids program is to reduce the number of sleep related infant deaths and to address the significant racial disparity. The program provides education and resources to eligible families to reduce risk factors associated with sleep related death. In addition to providing direct support to families, this effort includes partnerships and systems' alignment to ensure appropriate messages and resources are provided community-wide. The program engages in a stakeholder group to address programmatic and policy needs for families at risk of experiencing a sleep related death.

RACIAL AND ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH)

The REACH program seeks to implement pragmatic approaches to nutrition, physical activity, and community-clinical linkages in the African-American population within Cuyahoga County. REACH project strategies target three chronic disease risk factors (poor nutrition, physical inactivity, and poor linkages to quality health services). The strategies of focus will lead to improved nutrition across the lifespan, increased physical activity opportunities, and facilitated resource linkages to chronic disease self-management and other prevention programs through empowerment of neighborhood-based community health workers and the integration of resource referrals within clinical electronic health records. The COVID-19 and Flu vaccine equity project that is part of the REACH program focuses on improving COVID-19 and flu vaccination coverage rates among adults in racial and ethnic groups experiencing disparities. The project strategies include working with communities to address drivers of vaccine hesitancy, identifying influential community messengers, and developing community-acceptable approaches for improving vaccination availability, accessibility, and confidence.

ENDING THE HIV EPIDEMIC PREVENTION AND CARE

The Ending the HIV Epidemic (EHE) program is a ten year, nationwide initiative with an overarching goal of reducing new HIV infections by 75% by 2025, and 90% by 2030. This program is fiscally supported by two arms; Health Resources and Services Administration for HIV care services and Centers for Disease Control and Prevention for HIV prevention activities. Cuyahoga County was identified as one of the 48 counties to be included in the first phase of this initiative due to the prevalence of HIV within the county. Under the EHE Care

arm, CCBH partners with local agencies to implement innovative strategies targeting people living with HIV with any of the following characteristics: 1) Not in care; 2) Not virally suppressed; or 3) Newly diagnosed. Under the EHE Prevention arm of the initiative, CCBH focuses on partnering with local agencies to provide routinized HIV testing in various settings, promote PrEP usage for at risk negatives, enhance local response to HIV clusters and outbreaks, and link HIV positive persons not in care to medical services. CCBH has focused EHE efforts within three priority populations: 1) Men who have sex with men (MSM); 2) MSM of Color; and 3) Youth (13-24); as data has shown that these three populations often have increased disparities in trying to achieve positive health outcomes as it relates to HIV/AIDS.

RYAN WHITE HIV/AIDS PART A

The Ryan White HIV/AIDS Part A program provides HIV-related services for those who do not have sufficient health care coverage or financial resources to cope with an HIV/AIDS diagnosis. CCBH serves as the Program Administrator of the Cleveland Transitional Grant Area (TGA) which serves the Ashtabula, Cuyahoga, Geauga, Lake, Lorain, and Medina counties. The Ryan White Part A program contracts with local community partners to provide services in the areas of: community-based health care, early intervention/outreach, food bank/home delivered meals, home health care, medical case management, medical nutrition therapy, medical transportation, mental health, non-medical case management, oral health, legal assistance, outpatient ambulatory health care, and psychosocial support services.

HIV/STI PREVENTION

The HIV/STI Prevention program provides HIV/STI prevention services within Region 3 (Ashtabula, Cuyahoga, Geauga, Lake, Lorain and Medina counties). HIV prevention services will be focused on the following priority populations: men who have sex with men (MSM); Black Non-Hispanic and Hispanic/Latino MSM, and youth aged 13 to 24 years. STI prevention services focus primarily on syphilis within the previously identified priority populations and also include women of childbearing age. Services include HIV Counseling, Testing and Referral (CTR), comprehensive disease intervention activities to ensure clients newly diagnosed with HIV or syphilis will be linked to care within 45 days of diagnosis, social marketing and community engagement efforts strategically implemented throughout Region 3 to reach the designated priority populations and HIV cluster outbreak response.

Community Assessments

CHRONIC DISEASE SURVEILLANCE

A specialized team of experts including data analysts, environmental health sanitarians, and public health nurses address chronic disease clusters of major public health concern. The program consists of disease identification and investigation of community risk factors, appropriate environmental follow-up/sampling, education, and community collaboration.

INFECTIOUS DISEASE SURVEILLANCE/PUBLIC HEALTH PREPAREDNESS

The purpose of this program is to increase public health response and epidemiological capacity for reportable infectious diseases including case management, disease surveillance and epidemiological analyses, outbreak investigation and acts of bioterrorism and other major public health events. Activities also include developing emergency plans, mass vaccination planning in the event of a pandemic or bioterrorism attack, supporting the County Emergency Operations Plan by serving as the lead agency under Emergency Support Function (ESF) #8. This program is supported by the Public Health Emergency Preparedness grant (PHEP) and the Cities Readiness Initiative (CRI) grant.

COMMUNITY HEALTH NEEDS ASSESSMENTS

The HealthComp Foundation project supports collaboration between clinical care and public health within Cuyahoga County to conduct coordinated community health needs assessments. It also provides support for a

web-based data platform to allow easy access to health related information among select counties in Northeast Ohio. Data is shared via the Healthy Northeast Ohio platform. The project focuses on the following counties: Ashland, Ashtabula, Cuyahoga, Lake, Lorain, Medina, Portage and Summit.

CHILD FATALITY REVIEW

The CFR project reviews circumstances surrounding the deaths of children and makes recommendations for actions to reduce preventable deaths in children in the county. The program reviews the causes of death of children less than 18 years of age who live in county. A group of doctors, nurses, social workers, police, mental health experts and the medical examiner look at facts about the child and the death, and then looks for ways to prevent children from dying. The program teaches the public about infant/child safety.

TOBACCO USE / EXPOSURE REDUCTION / TOBACCO 21

This program focuses on reducing the impact that tobacco use and exposure have on the health of county residents. Initiatives include activities to counter the influence of the tobacco industry, the encouragement and development of comprehensive tobacco-free school policies, and the enforcement of the Ohio Smoke Free Workplace Law. CCBH also conducts activities to support communities that have chosen to move forward with local ordinances prohibiting the sale of tobacco, tobacco-related products and alternative delivery devices to anyone under the age of 21. Our staff partners with each community to educate residents and local business owners on the implementation of the Tobacco 21 program and continues to work closely with these business owners throughout the permitting process. CCBH staff conduct routine site inspections, respond to any complaints filed regarding the sale of tobacco products to underage buyers and coordinate periodic random unannounced compliance checks, which include a CCBH controlled attempted purchase of tobacco products by an underage customer.

RABIES CONTROL AND PREVENTION

The primary objective of the Rabies Prevention Program is to effectively minimize the risk for rabies in our communities by ensuring that essential preventive measures are followed when animals bite, scratch, or otherwise potentially expose people or pets to the disease. These measures include steps to verify that animals successfully complete applicable quarantine periods and have current rabies vaccinations, to ensure that animals are tested for rabies when necessary, and that owners/handlers are provided with guidance about rabies treatment when indicated.

ANIMAL VENUES

The Animal Venue Program works to protect the public from the health and safety risks that are associated with animals in public settings. An animal venue includes any operation that sells, distributes or exhibits animals to the public. Animals can provide valuable and unique opportunities for education and entertainment, however, numerous illness outbreaks, exposure incidents and injuries have been associated with fairs, petting zoos, pet stores and other animal exhibits. All animal venues that operate within the CCBH jurisdiction are permitted and inspected to ensure compliance with the Animal Venue Regulation.

RODENT CONTROL

CCBH investigates complaints from homeowners regarding rodent harborages in their neighborhood. As a service to the residents, our licensed pest control applicators seek to eliminate infestations by identifying breeding sites and areas of rodent harborage, and applying rodenticides with the homeowners' permission. Staff provides guidance about eliminating factors that encourage potential rodent infestations.

MOSQUITO CONTROL

This program utilizes an Integrated Pest Management (IPM) approach to reduce the potential spread of disease via mosquito populations and other vectors (disease transmitters). We do this through biological and chemical

control, public education, and surveillance. CCBH strives to prevent disease transmission by using environmentally sound control measures.

COMMUNITY HOARDING RESPONSE

CCBH staff conducts home visits to provide advice, education and support to individuals who hoard. Additionally, the program works with community partners to identify necessary resources and develop best practices.

Health Education Programs

PREVENT PREMATURE FATHERHOOD PROGRAM

The goal of the Prevent Premature Fatherhood program is to reduce pregnancy and sexually transmitted infections rates among youth in Cuyahoga County. This is achieved by providing facilitated discussions with male youth ages 12-19 in churches, community settings, schools, churches, and youth centers. Topics include sexual health, life planning, and healthy relationships.

UNUSED PRESCRIPTION MEDICATION AWARENESS INITIATIVE

Rates of unintentional fatal poisoning due to prescription medications have risen over 250% since 1999. The initiative utilizes a collaborative, public education-based approach to highlight contributing factors as well as proper ways to dispose of unused medications.

CUYAHOGA COUNTY OVERDOSE DATA TO ACTION (OD2A) INITIATIVE

The complex and changing nature of the opioid overdose epidemic highlights the need for an interdisciplinary, comprehensive, and cohesive public health approach. State and local partner work together to access timely data on nonfatal and fatal drug overdoses to understand the scope, direction, and contours of the epidemic. With this in mind, in 2019 CCBH applied for and was awarded funding from the Centers for Disease Control and Prevention (CDC) to support our Cuyahoga County OD2A (Overdose Data to Action) Initiative to improve the effectiveness of Cuyahoga County's system of care (SOC) to address the opioid epidemic (and more recently expanding to include stimulants and polysubstance use). The SOC includes a range of surveillance, prevention and evaluation strategies that address multiple levels of the opioid epidemic. The OD2A Initiative leverages support of the Regional Opioid Collaborative (ROC), a unique alliance comprised of federal and local law enforcement, public health, medical, social welfare and higher education community partners to facilitate SOC coordination around (a) opioid abuse prevention, (b) integration of surveillance data, (c) opioid training for users, prescribers, first responders, and families/friends (d) linkages to care, and (e) targeted evaluation. In 2023, CCBH applied for continued funding for this work.

SCHOOL HEALTH

CCBH contracts schools and provides comprehensive nursing services designed to meet the specific health needs of the school community. These services include case management of children with special health care needs, communicable disease investigation, first aid and illness assessment, health education offerings, health screenings, maintenance of health records, including review of physicals and immunizations, management and follow-up, and staff training. Additionally, our staff conducts comprehensive environmental health and safety inspections in over 300 school facilities within our jurisdiction. These inspections are conducted on a semi-annual basis and integrate traditional building and classroom sanitation and safety inspections along with emerging issues of chemical laboratory safety, chemical storage, indoor air quality, integrated pest management, playground safety, and vocational safety. CCBH is actively working to promote healthy eating in our school systems through our Farm to School initiative. Farm to School links schools and local farms with the goals of educating students and supporting local and regional farmers, improving student options, and serving healthy meals in schools. CCBH is also actively involved with communities and school districts in operating

Safe Routes to School Programs, which promote the health and safety benefits of biking and walking to school with communities and school districts which expand and improve children's health and safety while walking and biking to or from school.

SCHOOL-BASED DENTAL SEALANT PROGRAM

This program provides quality dental sealants in a cost-effective manner to school children at high risk for cavities. Schools with high rates of eligibility for the Free and Reduced Price Meal Program are primary targets for intervention. Services are provided by a Dental Hygienist and Dental Assistant in the school setting with parent permission.

SPECIAL NEEDS CHILD CARE (now Prevention and Inclusion Program)

Public health nurses provide assistance to child care providers to better serve children with special health care needs such as asthma, allergies and seizures. Services include child care provider education, development of individualized care plans, health screenings, medical equipment loans, and training about medication administration. Additionally, we collaborate with the Ohio Department of Education to administer the licensing and inspection of preschool and school-age child care programs, including chartered nonpublic schools within our jurisdiction, County Boards of Developmental Disabilities, and Head Start agencies.

Environmental Health and Safety

FOOD PROTECTION

Our Food Protection Program is responsible for licensing and inspecting food service facilities to protect the community against foodborne illnesses. Program staff conduct illness investigations, respond to food-related complaints, and perform routine inspections at a variety of licensed facilities, including restaurants, grocery stores, healthcare facilities, schools, food trucks, and festival events. The program integrates consultations, surveillance, food safety education, food recall monitoring, and food defense techniques to help prevent biological, chemical, and physical contamination of food products. Food inspection reports can be viewed online at www.ccbh.net.

DRINKING WATER QUALITY

CCBH is responsible for administering the Ohio Private Water Systems Program, which includes the inspection, sampling and monitoring of wells, cisterns, ponds, springs, and hauled water storage tanks. Our staff works closely with private water contractors who work within our jurisdiction. In addition, sanitarians respond to questions and concerns in the event of a drinking water boil alert issued by the public drinking water system.

SURFACE WATER QUALITY – SEWAGE TREATMENT SYSTEMS

Sewage Treatment System Program responsibilities include the inspection of new system installations, oversight of the operation and maintenance of all sewage treatment systems, registration of sewage treatment system haulers, installers and service providers, review of proposed new lot-splits and subdivisions, evaluating existing systems, point of sale evaluations, and system abandonments. Program staff are also very involved in nuisance condition investigations, water quality education and inter-agency collaborations. CCBH provides technical assistance to communities related to sanitary sewer feasibility by providing sewage treatment system and water quality data.

SURFACE WATER QUALITY - SEMIPUBLIC

Our staff administers an operation and maintenance inspection program for all sewage treatment facilities that service businesses and other non-residential buildings generating less than 25,000 gallons of effluent per day. This program is conducted under a contractual arrangement with the Ohio EPA.

SURFACE WATER QUALITY - STORM WATER

The Stormwater Program responsibilities include providing Ohio EPA Phase II designated communities assistance in meeting their requirements under the US EPA's Phase II Stormwater Program. This includes collecting water quality samples of dry weather flows, dry weather inspections of outfall locations, illicit discharge detection and source tracking, inventory of designated storm sewer outfall locations, public educational outreach, and pollution prevention training programs for community employees.

WATERSHED PROTECTION PROGRAM

CCBH's watershed program protects public health and our water quality resources from the impacts of point source and non-point source pollution. This watershed-based approach is woven throughout a number of our water quality programs, including our Household Sewage Treatment, Semi-Public Sewage Treatment, Storm Water and Drinking Water programs. These programs emphasize the utilization of watershed-based planning within CCBH, as well as collaborative efforts with partnering agencies. The watershed protection program also includes a variety of educational outreach and public involvement activities that assist our communities and collaborative partners. CCBH works collaboratively with the Cuyahoga County Department of Sustainability on the development and implementation of the County's Climate Change Action and Human Health Plans. These plans work to consider and measure climate change impacts on the environment and implement strategies to assist with the reduction of identified impacts.

SOLID WASTE/MATERIALS MANAGEMENT

CCBH staff inspects solid waste facilities including compost facilities, construction and demolition debris landfills and processing facilities, industrial/hazardous waste monitoring sites, infectious waste treatment facilities, landfills, scrap tire operations, and transfer stations. Nuisance complaints involving open dumping and illegal disposal of waste are also investigated by our staff. CCBH is actively involved as a member of the Cleveland - Cuyahoga County Environmental Crimes Task Force. CCBH is also a member of the Ohio EPA Health Department Advisory Panel.

RECREATIONAL FACILITIES – SWIMMING POOLS, SPAS AND SPECIAL USE POOLS

Recreational program responsibilities include comprehensive inspections and monitoring of public swimming pools, spas, and public and private bathing beaches. Pool and spa inspections can be viewed online at www.ccbh.net. Frequent water sample analysis is conducted at bathing beaches from Memorial Day through Labor Day to determine the level of bacterial contamination in nearshore water. The beach-going public is advised of any associated public health risk when necessary. In addition, near real-time water quality data is being obtained through an innovative technology known as the NOWCAST system for predicting beach advisories at Huntington Beach in Bay Village. A significant emphasis is placed upon education and outreach to help provide the public with accurate bathing beach water quality data. In addition to monitoring for bacteriological contamination, CCBH staff monitors the nearshore waters for the presence of Harmful Algal Blooms (HABs). If a bloom is suspected and/or observed, sampling is conducted and appropriate measures are taken to notify the public of the potential health effects associated with exposure to HABs.

RECREATIONAL FACILITIES – BATHING BEACHES

Frequent water sample analysis is conducted at bathing beaches from Memorial Day through Labor Day to determine the level of bacterial contamination in nearshore water. The beach-going public is advised of any associated public health risk when necessary. In addition, near real-time water quality data is being obtained through an innovative technology known as the NOWCAST system for predicting beach advisories at Huntington Beach in Bay Village. A significant emphasis is placed upon education and outreach to help provide the public with accurate bathing beach water quality data. In addition to monitoring for bacteriological contamination, CCBH staff monitors the nearshore waters for the presence of Harmful Algal Blooms (HABs).

If a bloom is suspected and/or observed, sampling is conducted and appropriate measures are taken to notify the public of the potential health effects associated with exposure to HABs.

HOUSING AND RELATED NUISANCES

The Nuisance Abatement Program involves close collaboration with community officials to evaluate and correct common public health nuisance conditions such as accumulations of garbage, debris, and animal wastes; insect infestations; and unsanitary living conditions. Investigations are conducted to determine whether a public health nuisance does in fact exist. Abatement of nuisances is pursued to properly correct any such conditions. In some cases, the complaint may need to be referred to the community's building or housing department or to another agency with direct authority over the specific nuisance condition, property maintenance issue, or social service matter.

CORRECTIONAL FACILITIES/INSTITUTIONS

Sanitarians provide inspections of jails and other public institutions upon request from municipalities or facility operators.

BODY ART (TATTOO/BODY PIERCING FACILITIES)

The program incorporates the laws and rules established under Ohio Revised Code and Ohio Administrative Code, which require that all operations providing tattoo and/or body piercing services be inspected and approved by local Boards of Health. Body art procedures present an inherent risk of allergic reaction, blood borne disease transmission, and the potential for infection. To minimize these risks, the program requires that specific procedural, record-keeping, safety, and sanitation standards are in place at these businesses.

PLUMBING

CCBH oversees plumbing work conducted in communities that currently choose not to exercise enforcement authority for plumbing. This includes both residential and commercial buildings in Chagrin Falls Township and Olmsted Township, and only commercial buildings located in Bentleyville, Chagrin Falls, Gates Mills, Hunting Valley, Linndale, Moreland Hills and Valley View. CCBH has implemented a Plumbing Regulation which establishes a uniform set of regulations for the bonding, fees, inspection, licensing, and registration of plumbing contractors. Under this regulation, the Board of Health has also adopted sections of Ohio Administrative Code commonly referred to as the "Ohio Plumbing Code".

ORGANIZATIONAL SUPPORT SERVICES

These activities support the Board of Health infrastructure to assure that high quality public health services are delivered throughout Cuyahoga County. Examples of these activities include, contracts and other related fiscal support, grants, human resources, legal services, informatics/information technology, data analytics, monitoring of customer services, performance goal development, and strategic planning.

Revised 08/2023

**CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM**

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: BUDGETED FUND TRANSFER

DATE: SEPTEMBER 22, 2023

CC: KELLY THOMAS, CLERK OF COUNCIL

I would like to add an item to the Council agenda for October 4, 2023 meeting. This relates to budgeted fund transfers for 2023. The details of this transfer is highlighted below:

<u>TRANSFER FROM</u>	<u>TRANSFER TO</u>	<u>AMOUNT</u>
GENERAL FUND - 100	OPIOID DISTRIBUTION FUND -255	\$2,662.51

This transfer is to account for money received in 2021 from the Opiate Settlement that was recorded in the General Fund prior to the establishment of the Opioid Distribution Fund in 2022. Appropriation for this transfer was approved by Council in budget amendment #1 approved at the September 5, 2023 Council meeting.

ORDINANCE NO. 2023-53

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE
GENERAL FUND (100) TO THE OPIOID DISTRIBUTION FUND (255)
AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO, THE TRANSFER OF FUNDS FROM THE GENERAL
FUND TO THE TO THE OPIOID DISTRIBUTION FUND.**

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

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	OPIOID Distribution Fund (255)	<u>\$2,662.51</u>
	Total:	\$2,662.51

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

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

**_____
MICHAEL DYLAN BRENNAN, MAYOR**

PASSED:

ATTEST:

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

APPROVED AS TO FORM:

**_____
LUKE F. MCCONVILLE, LAW DIRECTOR**

Memo-

Dear Councilmembers:

I'm requesting your consideration of the passage of a resolution which will allow for the City to submit another grant application through NOACA's Transportation for Livable Communities Initiative (TLCI). The grant request will be made in the spirit of regional collaboration in conjunction with the Cities of Cleveland Heights and East Cleveland for the Taylor Road Corridor Project.

The Taylor Road Corridor Study (Study), completed in December of 2019, included a planning process for the entire four-mile stretch of Taylor Road and looked at the various needs of the residential and commercial districts along the corridor. Included in your packet should be diagrams and information from the Study pertaining to University Heights and the Cedar-Taylor Business District. Due to the District's unique characteristics and needs, this section of Taylor Road received additional attention within the Study. Included in those needs were crash data between the years 2014-2018 involving motorized traffic collisions with pedestrians and bicyclists at the Cedar/Taylor intersection. Some of these accidents unfortunately resulted in injuries. The intersection included some of the highest numbers of crash reports for the entire length of Taylor Road involving pedestrians and bicyclists.

The Study called for the removal of on-street parking on the eastern side of Taylor Road along with the installation of bicycle lanes along both sides of the thoroughfare. The Study also called for curb extensions along Taylor at the intersection of Cedar/Taylor, along with enhanced crosswalks at all corners of the intersection. New crosswalks at the Cedarbrook/Taylor and Kildare/Taylor intersections were also included in the plan's recommendations.

The Study found that congestion at the intersection was due in part to the existence of on-street parking on the east side of Taylor Road in the Cedar-Taylor Business District. The parking along the eastern side of the road causes the need to merge left while traveling northbound in order to avoid the parked cars. Additionally, the Study found that having the no left-turn signal during certain times of day added to the congestion at the intersection; allowing for left-turns at the intersection was part of the Study and was included in the plan's recommendations.

These changes will be part of the City's TLCI grant application to NOACA this year. Our portion of the grant will cost \$XX,XXX, which would be reimbursed by NOACA after completion. East Cleveland and Cleveland Heights costs for their sections of Taylor Road will also be included and the entire grant will be submitted to NOACA by 12:00PM Friday, October 6th. As a plan is just a plan without the funding, it is our hope that NOACA favors this plan just as it did last year in our efforts aimed at regional collaboration with Cleveland Heights and South Euclid. With that particular initiative, planning for the Neighborhood Greenways Phase 1 continues and we are awaiting a scoping meeting with ODOT which will likely take place over the winter as part of the process.

I respectfully request that you pass this resolution as part of our push for regional collaboration with neighboring cities who also have a vested interest in making Taylor Road safer for multimodal forms of transportation. Additionally, with the new townhomes under construction in University Heights along with the new mixed-use development proposed in Cleveland Heights along Taylor Road, now would be a great time to make this plan a reality.

Thanks

RESOLUTION NO. 2023-54

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A JOINT APPLICATION WITH THE CITIES OF CLEVELAND HEIGHTS AND EAST CLEVELAND TO THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY (“NOACA”) FOR A GRANT UNDER THE TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE (“TLCI”) IMPLEMENTATION GRANT PROGRAM, TO FUND THE TAYLOR ROAD CORRIDOR ROAD RECONFIGURATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Cities of University Heights, Cleveland Heights, and East Cleveland (the “Cities”) recognize the shared challenges to transportation, access, and mobility within the region; and

WHEREAS, the Cities have determined to work collaboratively to meet those challenges through shared planning; and

WHEREAS, the Cities worked with NOACA on a TLCI grant in 2018 and 2019 to prepare the Taylor Road Corridor Study; and

WHEREAS, the Cities further have determined to work collaboratively to implement recommendations of the Taylor Road Corridor Study within their communities; and

WHEREAS, the Cities further have determined to supplement the Taylor Road Corridor Study’s recommendations with newer best practices; and

WHEREAS, the Cities propose the Taylor Road Corridor Reconfigurations, which would consist of road diet, buffered bicycle lanes, and new paint (the “Project”); and

WHEREAS, the Cities look to build upon the private and public investments that are in progress, planned, and/or anticipated to occur along the Taylor Road Corridor, including new townhomes under construction within University Heights, a new mixed-use development proposed in Cleveland Heights, and upcoming sewer work in East Cleveland; and

WHEREAS, the TLCI Implementation Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA’s Strategic Plan for northeast Ohio; and

WHEREAS, the TLCI Implementation Program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS, the Cities have determined that the City of Cleveland Heights would act as the Project Sponsor and, therefore, would be designated as the recipient; and

WHEREAS, the City of Cleveland Heights agrees to abide by all federal requirements as a recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS, the City of Cleveland Heights, as Project Sponsor, is authorized to execute a contract with the Ohio Department of Transportation (“ODOT”) and NOACA if selected for the TLCI Program.

WHEREAS, this Council has determined that it would be in the best interest of the City of University Heights and its residents to submit the proposed joint application.

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

Section 1. The Mayor be, and is hereby, authorized to submit a joint application on behalf of the City of University Heights, with the Cities of Cleveland Heights and East Cleveland to the Northeast Ohio Areawide Coordinating Agency, with the City of Cleveland Heights acting as the Project Sponsor and designated recipient of USDOT funds, for the TLCI Implementation Program.

Section 2. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of University Heights.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of University Heights, such emergency being the need to meet the application deadline. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED: _____

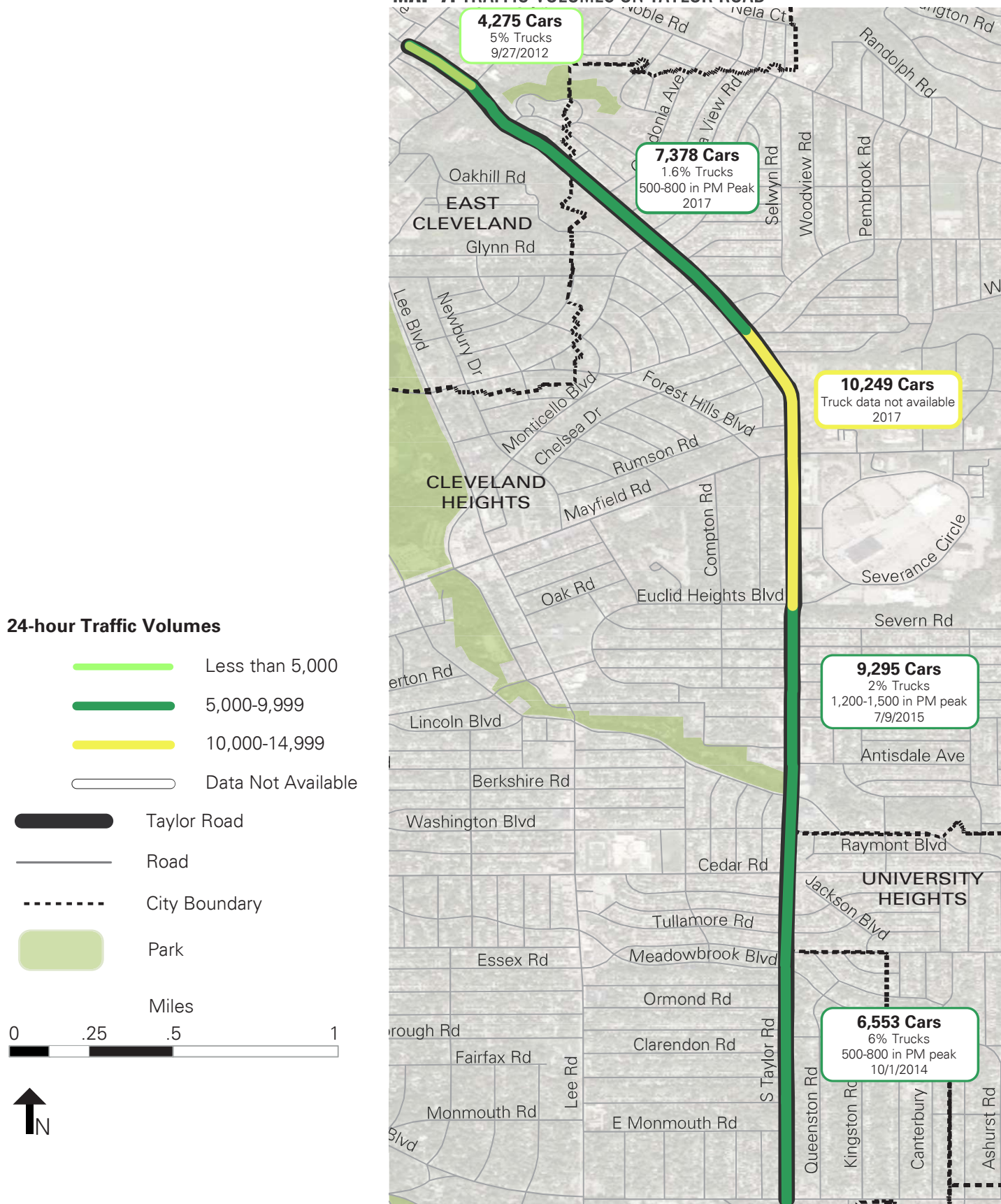
ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

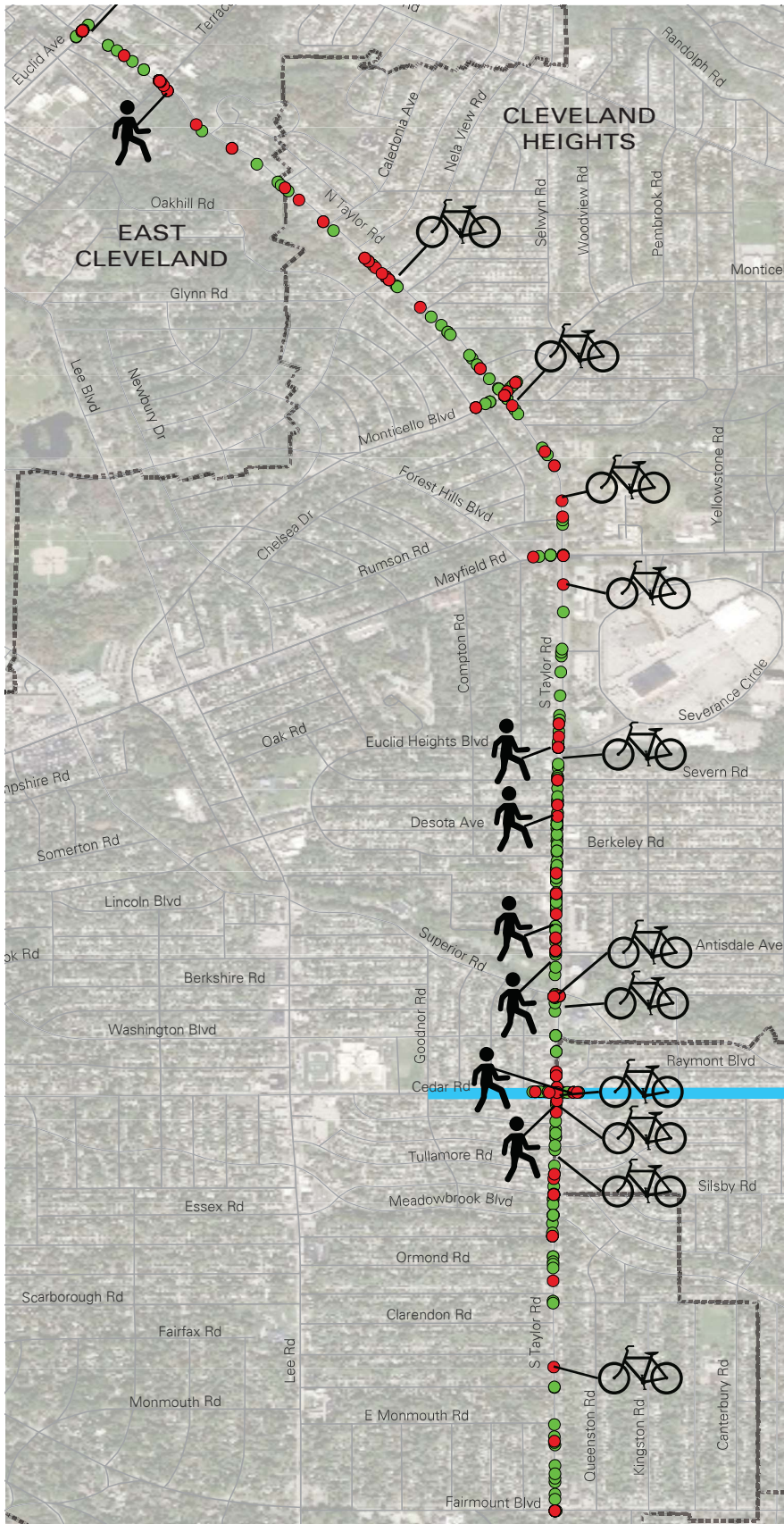
LUKE F. MCCONVILLE, LAW DIRECTOR

MAP 7. TRAFFIC VOLUMES ON TAYLOR ROAD



Sources: ODOT (Count Data, 2017), NOACA (Count Data, 2012-7)

MAP 8. CRASH OVERVIEW, 2014-2018



CRASH TRENDS

Crash data is available from the Department of Public Safety, which aggregates all police reports within the State of Ohio. The Ohio Department of Transportation then maps those crash reports. The most current five years of data available at the time of the study were 2014 through 2018. These five years of data were examined for Taylor Road to help guide the focus of this study.

Map 8 shows the locations of crashes on Taylor Road or near intersections. Crashes involving a pedestrian or a bicyclist are also indicated. This information helps determine where crashes occur throughout the corridor.

Crash by Severity

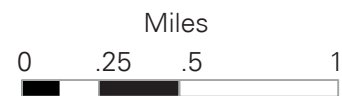
- = One Crash
- Injury
- Non-Injury

Crash by Type

- Involved Bicyclist
- Involved Pedestrian

NOACA Bicycle and Pedestrian Safety Priorities

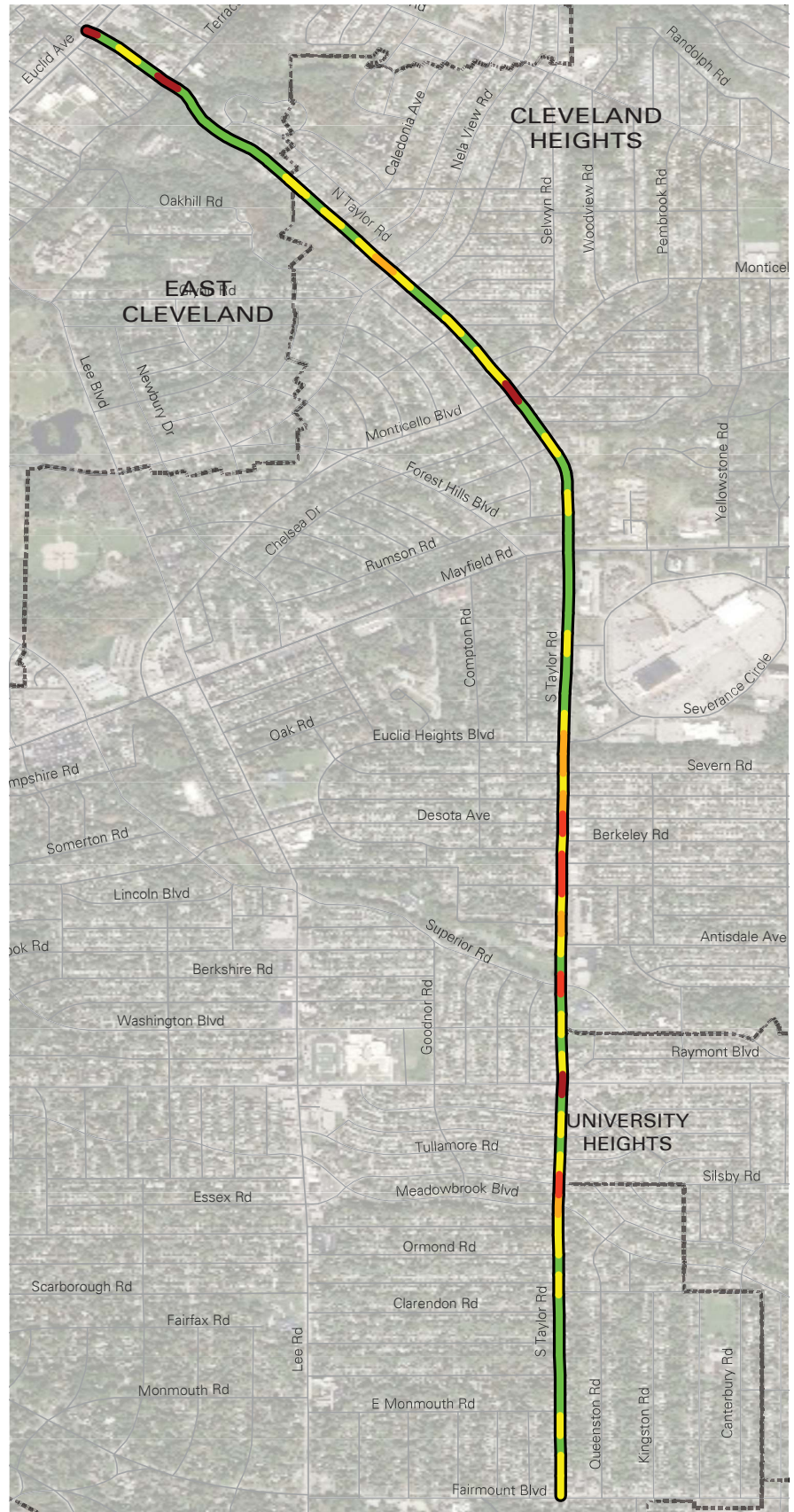
- Road
- City Boundary



Map 9 uses colors to display how many crashes occurred on each section of road. Viewing the crashes by frequency allows the areas with a high concentration of crashes to stand out. Crashes occur at a higher concentration relative to the rest of Taylor Road between Euclid Heights Boulevard and Superior Road, and at the major intersections of Euclid Avenue, Terrace Road, Monticello Boulevard, and Cedar Road.

The crash trends helped direct the focus of the study, which ultimately resulted in corridor-wide recommendations with a unique focus on the Cedar Taylor Business District and the Cain Park Village Section (from Euclid Heights Boulevard to Superior Road).

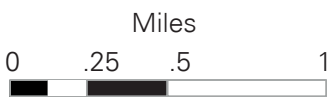
MAP 9. CRASH FREQUENCY, 2014-2018



Crash Frequency
(Crashes per 0.05 mile)

- 0-2
- 3-6
- 7-11
- 12-15
- 16-37

- Taylor Road
- Road
- City Boundary



Source: ODOT (Crash Data 2014-8)

Lane Configuration Options for the Southern Section

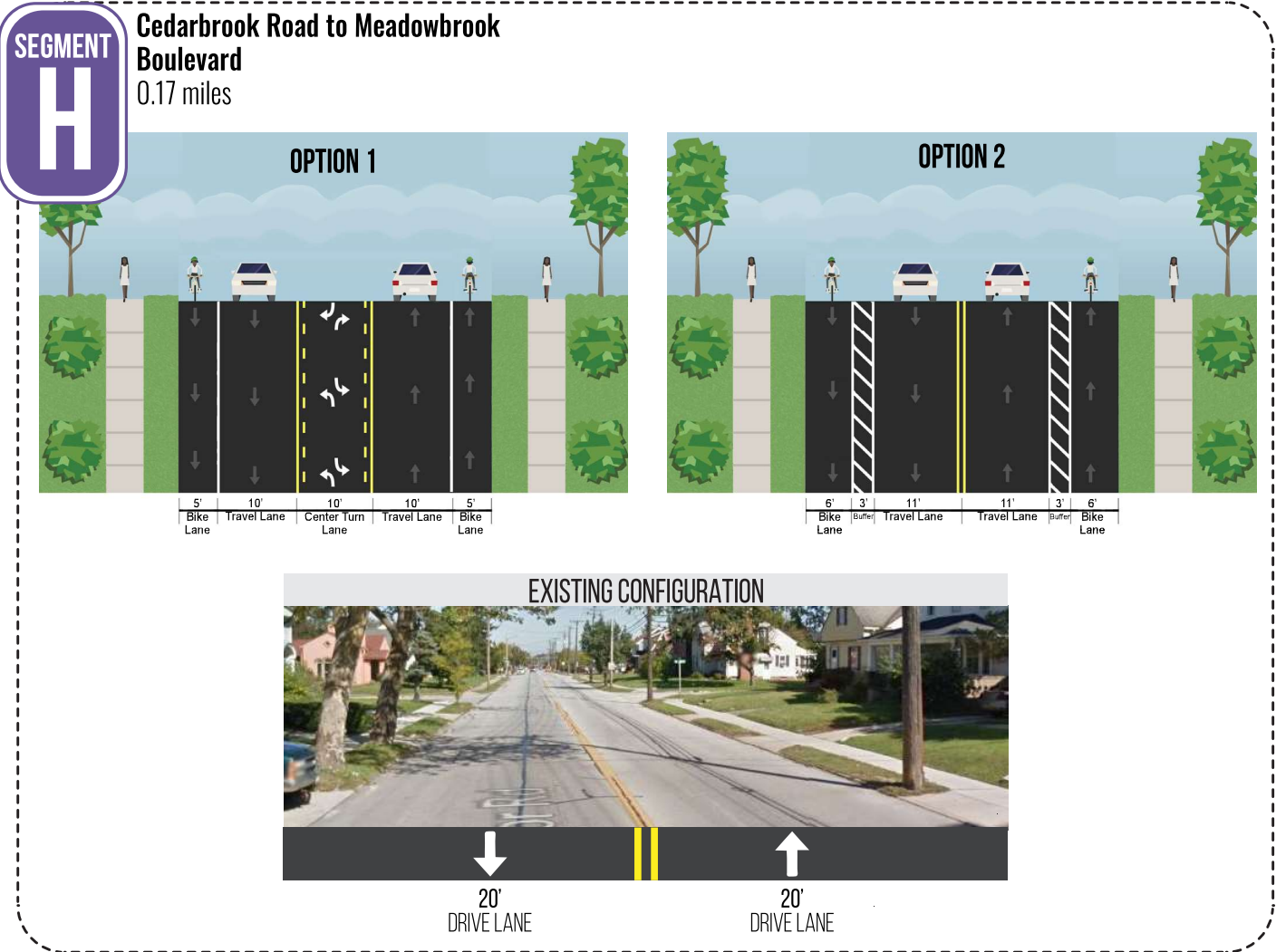
The options were presented to the public in September 2019 and met the following criteria:

- Implementable without widening the roadway
- Reduces motorist frustration by organizing traffic
- Provides safety benefits to all road users

Segment H Options

Segment H is a short, transitional segment between the Cedar Taylor Business District and Meadowbrook Boulevard. Option One (Figure 28) shows a center turn lane with bike lanes, while Option Two shows buffered bike lanes and no center turn lane. There is currently no on-street parking in this segment.

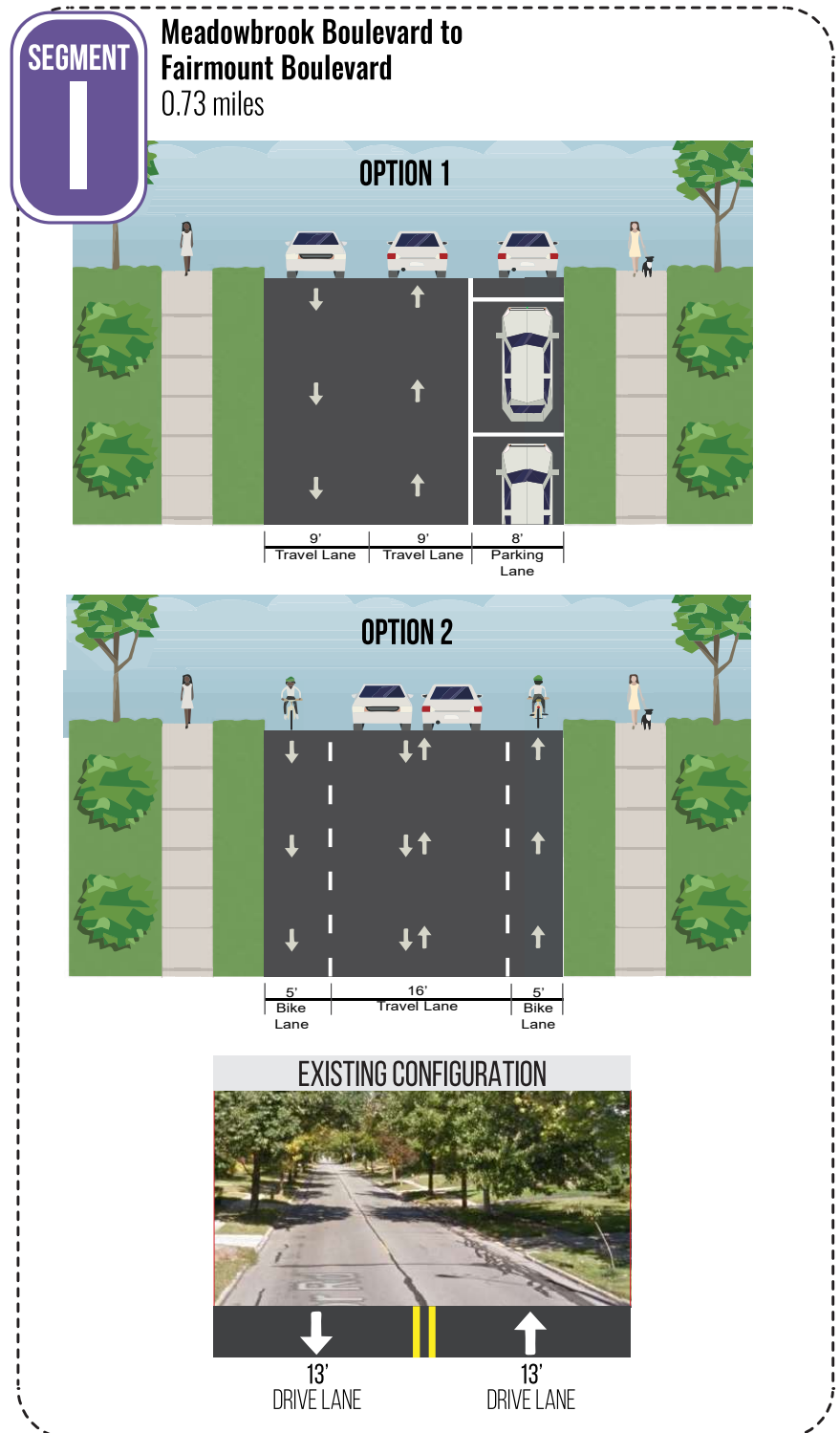
FIGURE 28. SEGMENT H OPTIONS



Segment I Options

Segment I is a relatively long but narrow stretch. Option One (Figure 29) shows parking dedicated on one side of the road, while Option Two includes advisory bike lanes.

FIGURE 29. SEGMENT I OPTIONS

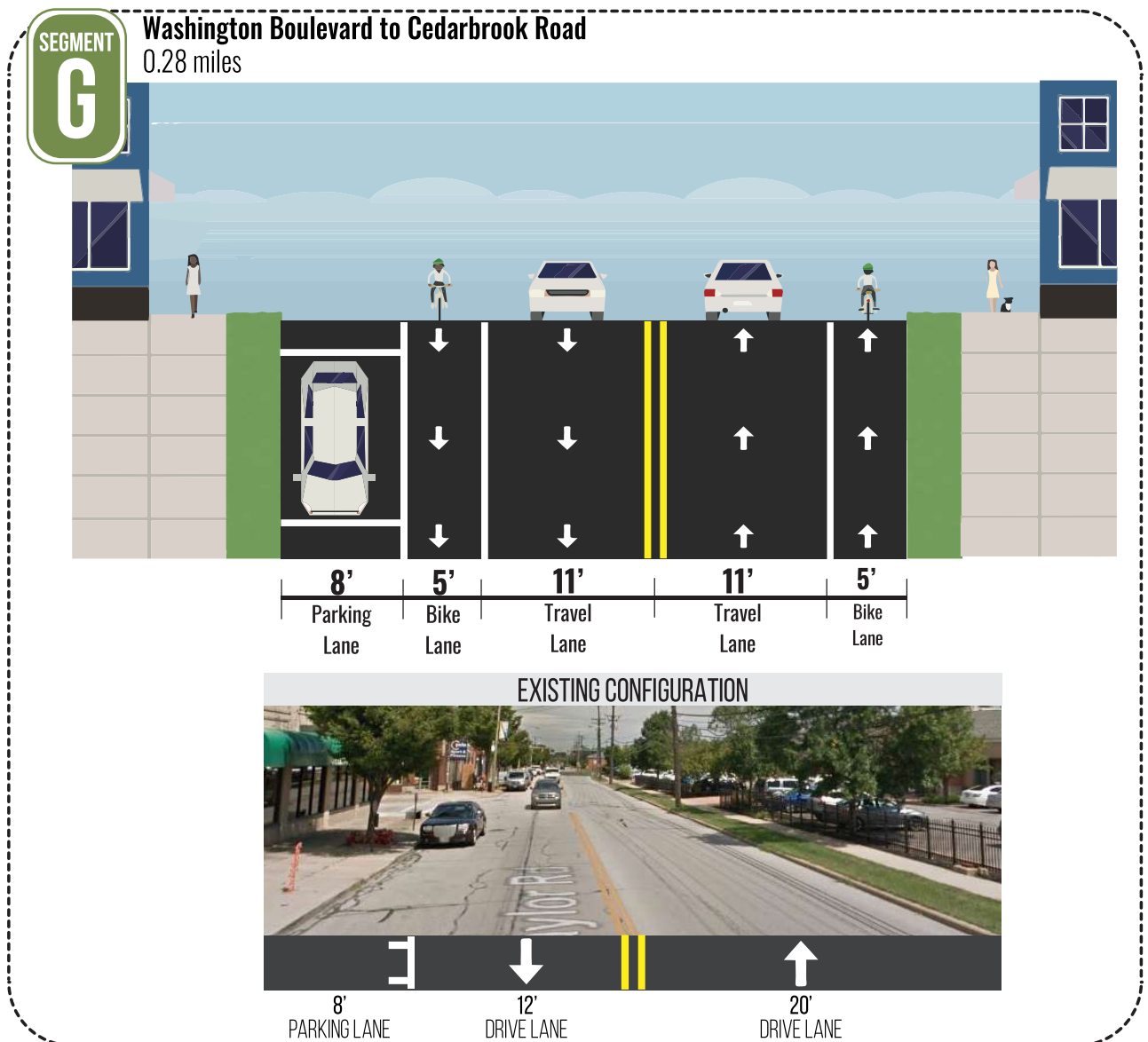


Segment G

Segment G is the heart of the Cedar Taylor Business District. All of the recommendations for the district will require support from the cities of Cleveland Heights and University Heights, as well as the Cedar Taylor Development Association, business owners, and others who care about the future of the area. Ongoing discussion and engagement between these groups are critical.

In general, the study identified a number of concepts to consider for the future of the district. For the roadway configuration, the desired outcome shown in Figure 43 is to enhance the existing parallel parking on the west side of the street with prominent pavement

FIGURE 43. SEGMENTS G RECOMMENDED CONFIGURATION



markings. The recommended configuration also includes bike lanes to help cyclists reach destinations in the district.

Additional detail for Segment G is shown in Figures 44 and 45.

Parking Management Recommendations

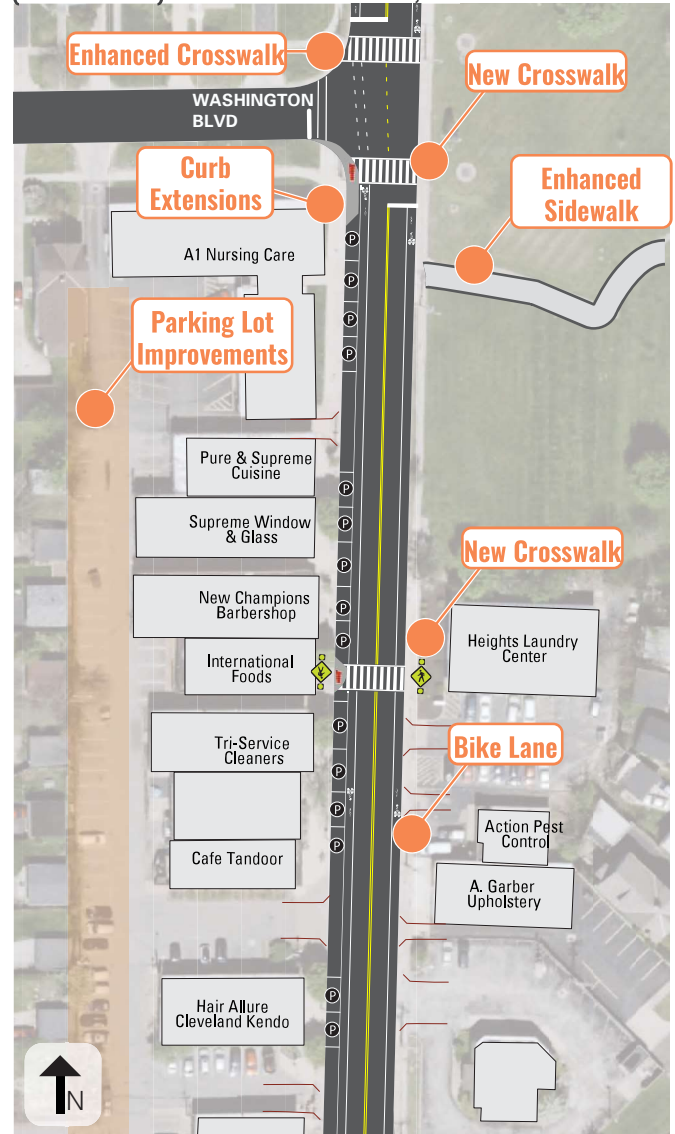
The parking analysis described in Chapter Three determined that many off-street parking lots are underused, even during the busiest times. While all of the recommendations for the Cedar Taylor Business District will require support from merchants, parking management is a topic that requires additional coordination.

A comprehensive parking management strategy should be developed collaboratively by the cities of Cleveland Heights, University Heights, and merchants. For this and the other recommendations for the district, the Cedar Taylor Development Association is an ideal partner. A parking management plan should identify opportunities for businesses to share customer parking, prioritize improvements for the safety and visibility of customer parking areas, and develop a wayfinding scheme to sign the spaces available for public parking.

The parking management strategy should identify more detailed recommendations, but the parking analysis in Chapter Three identified a few general opportunities. For example, the lot in the northwest corner of the district could be improved to attract visitors. The dumpsters should be consolidated and moved to a less visible location, and prominent entrance signs to the lot should be posted. Similarly, the lot in the southwest quadrant could hold more vehicles if businesses owners consolidated their driveways and cooperatively managed the lot.

Several additional on-street spaces could also be gained if businesses cooperatively managed driveways. The cities of Cleveland Heights and University Heights should consult their public works teams to determine if fire hydrants could be moved

FIGURE 44. CEDAR TAYLOR BUSINESS DISTRICT (SEGMENT G) RECOMMENDATIONS, NORTH

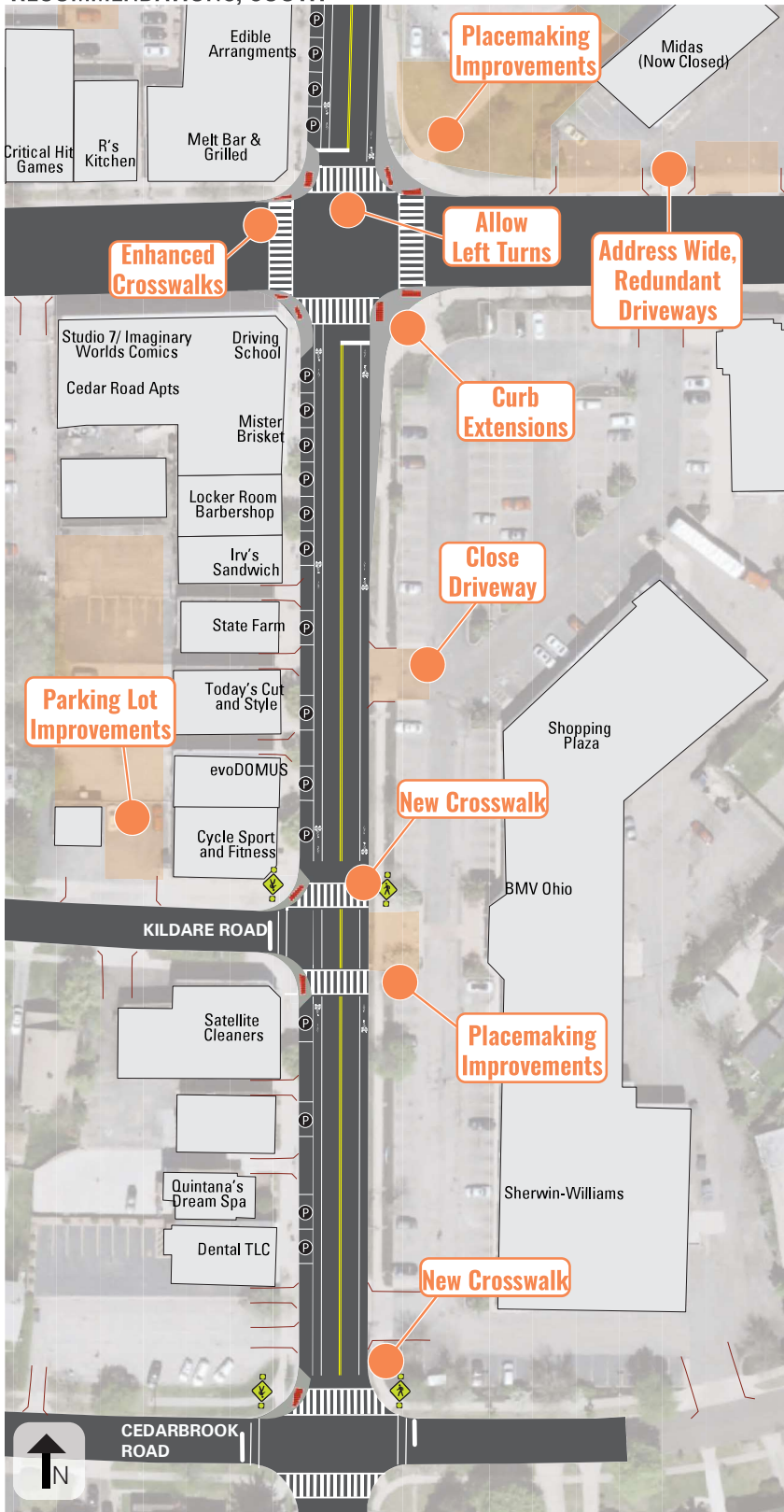


to accommodate additional on-street spaces. The fire hydrant currently near Kildare Road is a good example, as it currently blocks what could otherwise be one or two spaces.

New Crosswalks in the Business District

Three new midblock crossings are proposed for the Cedar Taylor Business District (see Figures 44 and 45), in addition to enhancing the existing crosswalks at Washington Boulevard and Cedar Road per the corridor-wide recommendations described earlier in this chapter. Each new crosswalk makes it easier

FIGURE 45. CEDAR TAYLOR BUSINESS DISTRICT (SEGMENT G) RECOMMENDATIONS, SOUTH



for visitors to reach their destinations conveniently. Similar to the other midblock crossings proposed in this study, care should be taken to ensure high levels of safety and visibility for the crosswalks. Enhancements such as curb extensions, ladder-style markings, and rectangular rapid flashing beacons should be installed.

Public Space Enhancements

Lighting, widened public sidewalks, street furniture, public art, and other improvements can welcome the public to enjoy what the district offers while also adding safety and security. For example, the northeast corner of the Cedar and Taylor roads intersection is currently a small public park with a narrow sidewalk. As land is developed on the University Heights side of Taylor Road, pedestrian connections to the residential streets will become increasingly useful. Other examples of placemaking opportunities are the plaza near the Bureau of Motor Vehicles in the shopping plaza to the southeast and the pedestrian alleys in-between properties on the west side of Taylor Road.



UNIVERSITY HEIGHTS

Date: September 27, 2023

To: Mayor Michael Dylan Brennan
City Council

From: Allen E. Pennington, P.E., Service Director

RE: Authorization to bid the 2023-1 Fall Tree Planting Contract

As part of the City of University Heights annual tree planting of trees on public property, I am requesting authorization to advertise and bid the 2023-1 Fall Tree Planting Program. This year's program only replaces trees in sites where trees were previously removed and sites where residents have requested new trees.

Attached please find a list of intended locations.

The estimated cost to plant approximately 118 trees is \$59,000 and should be completed by March 2024.

Funds for this project are available in the Shade Tree Maintenance Fund 202-1450-54420.

Should you have any questions or require additional information please contact this office.

Cc: Dennis Kennedy, Finance Director

Item	Address	Street	On Street	Site	Species	Notes
1	2312	Allison Rd	Allison Rd	1	Maple, Miyabe State Street	replacement
2	2323	Allison Rd	Allison Rd	1	Serviceberry, Allegheny Lustre	replacement
3	2340	Allison Rd	Allison Rd	1	Oak, Swamp white	request
4	2379	Ashurst Rd	Ashurst Rd	1	London Planetree, Exclamation	replacement
5	2260	Barrington Rd	Barrington Rd	1	Honeylocust, Streetkeeper	replacement
6	2187	Brockway Rd	Brockway Rd	1	Maple, Hedge	replacement
7	2207	Brockway Rd	Brockway Rd	1	Maple, Hedge	replacement
8	2231	Brockway Rd	Brockway Rd	1	Maple, Hedge	request (wants choice, bad phone #)
9	3777	Bushnell Rd	Bushnell Rd	1	Amur Maackia, Summertime	replacement
10	3789	Bushnell Rd	Bushnell Rd	1	Amur Maackia, Summertime	replacement
11	3824	Bushnell Rd	Bushnell Rd	1	Amur Maackia, Summertime	replacement
12	3826	Bushnell Rd	Bushnell Rd	1	Amur Maackia, Summertime	replacement
13	4125	Bushnell Rd	Bushnell Rd	1	Amur Maackia, Summertime	request (wants choice, calling back)
14	2236	Fenwick Rd	Bushnell Rd	1	Maple, Red Brandywine	
15	3641	Northcliffe Rd	Canterbury Rd	1	Japanese Tree Lilac, Ivory Silk	replacement
16	3541	Cedarbrook Rd	Cedarbrook Rd	1	Maple, Red Brandywine	replacement
17	3582	Cedarbrook Rd	Cedarbrook Rd	1	Maple, Red Brandywine	replacement
18	3598	Cedarbrook Rd	Cedarbrook Rd	1	Maple, Red Brandywine	replacement
19	3609	Cedarbrook Rd	Cedarbrook Rd	1	Maple, Red Brandywine	request (good with choice)
20	3634	Cedarbrook Rd	Cedarbrook Rd	1	Maple, Red Brandywine	replacement
21	2191	Jackson Blvd	Cedarbrook Rd	1	Maple, Red Brandywine	replacement
22	2391	Channing Rd	Channing Rd	1	Japanese Tree Lilac, Ivory Silk	replacement
23	2404	Channing Rd	Channing Rd	1	Japanese Tree Lilac, Ivory Silk	replacement
24	2423	Channing Rd	Channing Rd	1	Japanese Tree Lilac, Ivory Silk	replacement
25	2352	Charney Rd	Charney Rd	1	Cherry, Accolade	replacement
26	2370	Charney Rd	Charney Rd	1	Cherry, Accolade	needs Redbud moved
27	2370	Charney Rd	Charney Rd	2	Cherry, Accolade	needs Redbud moved
28	2375	Charney Rd	Charney Rd	1	Cherry, Accolade	request (agreed to species)
29	2444	Charney Rd	Charney Rd	1	Crabapple, Rejoice	requests MA2 or PLAC
30	2444	Charney Rd	Charney Rd	2	Crabapple, Rejoice	requests MA2 or PLAC
31	2468	Charney Rd	Charney Rd	1	Maple, Bigtooth Highland Park	requests 2 trees
32	2468	Charney Rd	Charney Rd	2	Maple, Bigtooth Highland Park	requests 2 trees
33	2472	Charney Rd	Charney Rd	1	Maple, Bigtooth Highland Park	request (wants choice)
34	2604	Charney Rd	Charney Rd	1	Maple, Bigtooth Highland Park	request (remove 3" dead tree)
35	3793	Claridge Oval	Claridge Oval	1	Goldenraintree	requests 2 trees
36	3793	Claridge Oval	Claridge Oval	2	Goldenraintree	requests 2 trees
37	2507	Claver Rd	Claver Rd	1	Crabapple, Rejoice	request (wants choice)
38	2208	Cranston Rd	Cranston Rd	1	Maple, Miyabe State Street	replacement
39	2216	Cranston Rd	Cranston Rd	1	Maple, Miyabe State Street	replacement
40	3681	Silsby Rd	Cranston Rd	1	Maple, Miyabe State Street	replacement
41	3681	Silsby Rd	Cranston Rd	2	Maple, Miyabe State Street	replacement
42	3581	E Scarborough Rd	E Scarborough Rd	1	Maple, Celebration Freeman	replacement
43	3581	E Scarborough Rd	E Scarborough Rd	2	Maple, Celebration Freeman	replacement
44	3585	Farland Rd	Farland Rd	1	Japanese Tree Lilac, Ivory Silk	requests SYRE
45	3598	Farland Rd	Farland Rd	1	Japanese Tree Lilac, Ivory Silk	replacement
46	2243	Jackson Blvd	Farland Rd	1	Ginkgo	replacement
47	3801	Faversham Rd	Faversham Rd	1	Honeylocust, Imperial	request
48	3805	Faversham Rd	Faversham Rd	1	Honeylocust, Imperial	request
49	2231	Fenwick Rd	Fenwick Rd	2	Maple, Bigtooth Highland Park	replacement
50	2479	Fenwick Rd	Fenwick Rd	1	Kentucky Coffeetree, Espresso	request (agreed to species)
51	4174	Hadleigh Rd	Hadleigh Rd	1	Oak, Swamp white	request
52	2183	Jackson Blvd	Jackson Blvd	1	Oak, Swamp white	replacement
53	2213	Jackson Blvd	Jackson Blvd	1	Oak, Swamp white	replacement
54	2215	Jackson Blvd	Jackson Blvd	1	Oak, Swamp white	replacement
55	2235	Jackson Blvd	Jackson Blvd	1	Oak, Swamp white	replacement
56	2244	Jackson Blvd	Jackson Blvd	1	Oak, Swamp white	replacement
57	2567	Lafayette Dr	Lafayette Dr	1	Japanese Tree Lilac, Ivory Silk	replacement
58	2515	Laurelhurst Rd	Laurelhurst Rd	1	Maple, Hedge	replacement
59	3594	Meadowbrook Blvd	Meadowbrook Blvd	1	London Planetree, Exclamation	replacement
60	3602	Meadowbrook Blvd	Meadowbrook Blvd	1	London Planetree, Exclamation	replacement

Item	Address	Street	On Street	Site	Species	Notes
61	3618	Meadowbrook Blvd	Meadowbrook Blvd	1	London Planetree, Exclamation	replacement
62	4110	Meadowbrook Blvd	Meadowbrook Blvd	1	Maple, Red Redpoint	replacement
63	2505	Milford Rd	Milford Rd	1	Amur Maackia, Summertime	replacement
64	2505	Milford Rd	Milford Rd	2	Amur Maackia, Summertime	replacement
65	2556	Milton Rd	Milton Rd	1	Maple, Tatarian Hot Wings	replacement
66	2360	Miramar Blvd	Miramar Blvd	1		psl request (wants choice, left message)
67	2312	Allison Rd	Nordway Rd	2	Maple, Miyabe State Street	replacement
68	3778	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
69	3781	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
70	3785	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
71	3826	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
72	3845	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
73	3846	Northwood Rd	Northwood Rd	1	Maple, Bigtooth Highland Park	replacement
74	3505	Raymont Blvd	Raymont Blvd	1	Maple, Red Brandywine	replacement
75	3545	Raymont Blvd	Raymont Blvd	1	Maple, Red Brandywine	replacement
76	3606	Raymont Blvd	Raymont Blvd	1	Maple, Red Brandywine	replacement
77	2464	S Belvoir Blvd	S Belvoir Blvd	1	Japanese Tree Lilac, Ivory Silk	replacement
78	2288	Saybrook Rd	Saybrook Rd	1	Maple, Bigtooth Highland Park	
79	2312	Scholl Rd	Scholl Rd	1	Honeylocust, Imperial	request
80	3642	Silsby Rd	Silsby Rd	1	Maple, Bigtooth Highland Park	replacement
81	3681	Silsby Rd	Silsby Rd	1	London Planetree, Exclamation	replacement
82	3797	Silsby Rd	Silsby Rd	1	Crabapple, Adirondak	replacement
83	3814	Silsby Rd	Silsby Rd	1	London Planetree, Exclamation	request
84	3841	Silsby Rd	Silsby Rd	1	Crabapple, Adirondak	replacement
85	3886	Silsby Rd	Silsby Rd	1	London Planetree, Exclamation	replacement
86	3914	Silsby Rd	Silsby Rd	1	London Planetree, Exclamation	replacement
87	3918	Silsby Rd	Silsby Rd	1	London Planetree, Exclamation	replacement
88	4237	Silsby Rd	Silsby Rd	1	Honeylocust, Streetkeeper	request
89	3505	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	replacement
90	3510	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	replacement
91	3565	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	replacement
92	3570	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	replacement
93	3577	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	request (wants choice, emailed)
94	3597	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	replacement
95	3618	Tullamore Rd	Tullamore Rd	1	Maple, Celebration Freeman	request (wants choice, calling back)
96	2616	University Blvd	University Blvd	1	Kentucky Coffeetree, Espresso	replacement
97		Walter Stinson Park	Walter Stinson Park	1	Oak, Swamp white	
98		Walter Stinson Park	Walter Stinson Park	2	Maple, Bigtooth Highland Park	
99		Walter Stinson Park	Walter Stinson Park	3	Maple, Bigtooth Highland Park	
100		Walter Stinson Park	Walter Stinson Park	4	Kentucky Coffeetree, Espresso	
101	3580	Washington Blvd	Washington Blvd	1	London Planetree, Exclamation	replacement
102	3635	Washington Blvd	Washington Blvd	1	London Planetree, Exclamation	replacement
103	3653	Washington Blvd	Washington Blvd	2	London Planetree, Exclamation	replacement
104	3724	Washington Blvd	Washington Blvd	1	London Planetree, Exclamation	replacement
105	3724	Washington Blvd	Washington Blvd	3	London Planetree, Exclamation	replacement
106	3785	Washington Blvd	Washington Blvd	1	Oak, Red	replacement
107	3878	Washington Blvd	Washington Blvd	1	Oak, Red	replacement
108	3934	Washington Blvd	Washington Blvd	1	Oak, Red	replacement
109	3789	Westwood Rd	Westwood Rd	1	Kentucky Coffeetree, Espresso	replacement
110	3789	Westwood Rd	Westwood Rd	1	Kentucky Coffeetree, Espresso	replacement
111	3817	Westwood Rd	Westwood Rd	1	Kentucky Coffeetree, Espresso	replacement
112	3817	Westwood Rd	Westwood Rd	1	Kentucky Coffeetree, Espresso	replacement
113	2428	White Rd	White Rd	1	Goldenraintree	replacement
114	14462	Washington Blvd	Whiton Rd	3	Japanese Tree Lilac, Ivory Silk	replacement
115					TO BE DETERMINED	
116					TO BE DETERMINED	
117					TO BE DETERMINED	
118					TO BE DETERMINED	