

ORDINANCE NO. 2023-48

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MANAGED SERVICES AGREEMENT WITH STARFISH COMPUTER CORPORATION, AND DECLARING AN EMERGENCY

WHEREAS, the City wishes to enter into a Managed Services Contract with Starfish Computer Corporation to provide information technology services in the form of management, software and hardware support, and systems monitoring;

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 a Managed Services Agreement with Starfish Computer Corporation, 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 proposed Managed Services Agreement has a commencement date of September 1, 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 Managed Services Agreement)

MANAGED SERVICES AGREEMENT

This Managed Services Agreement (the “Agreement”) is entered into on this **1st day of September, 2023** between **CITY OF UNIVERSITY HEIGHTS** (the “Client”) and **Starfish Computer Corporation** (the “Service Provider”).

1. **Term of Agreement.** The Agreement shall take effect on **September 1, 2023** (the “Effective Date”) and shall remain in force for a period of three (3) years from the Effective Date. The Agreement shall automatically renew for subsequent one (1) year terms beginning on the day immediately following the end of the then current term, unless either party gives the other written notice at least sixty (60) days prior to the expiration of the then current term of its intention not to renew the Agreement.

This Agreement may be terminated by either Party upon ninety (90) days’ written notice if the other Party:

- (a) Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days’ of receipt of such written notice.
- (b) Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days’ of receipt of such written notice.
- (c) Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- (d) If the Client terminates the Agreement, without cause, it shall pay Solution Provider a termination fee (the “Termination Fee”) equal to its total monthly fee multiplied by six (6) months. The Termination Fee shall be payable immediately upon termination and shall be in addition to any other amounts the Client owes Solution Provider for services rendered.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

2. **Fees and Payment Schedule.** Fees, as outlined in Exhibit A, are invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within ten (10) days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

Client acknowledges that the Fees shall increase by up to two and a half percent (2.5%) on each subsequent one (1) year anniversary for as long as this Agreement is in effect.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

3. **Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.
4. **Coverage.** Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 7:00 am – 5:30 pm Monday through Friday, excluding public holidays (as Defined in Appendix C). Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B. Hardware costs of any kind are not covered under the terms of this Agreement.

4.1 Support and Escalation

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person(s), by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

4.2 Service outside Normal Working Hours

Emergency services performed outside of the hours of 7:00 am – 5:30 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

4.3 Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

4.4 Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

5. **Additional Maintenance Services**

5.1 Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

5.2 Virus Recovery for Current, Licensed Antivirus protected systems

Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Antivirus definitions are covered under the terms of this Agreement. This Service is limited to those systems protected with a Currently Licensed, Vendor-Supported Antivirus Solution.

5.3 Monitoring Services

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

6. Suitability of Existing Environment

6.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

- (a) All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- (b) All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- (c) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- (d) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- (e) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
- (f) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- (g) Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

7. **Excluded Services**

Service rendered under this Agreement does not include:

- (a) Parts, equipment or software not covered by vendor/manufacture warranty or support.
- (b) The cost of any parts, equipment, or shipping charges of any kind.
- (c) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- (d) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- (e) The cost to bring Client's environment up to minimum standards required for Services.
- (f) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- (g) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- (h) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- (i) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- (j) Training Services of any kind.

8. **Backup and Disaster Recovery**

8.1 Security

All data is fully encrypted during transmit off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. Further:

- (a) each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused;
- (b) the on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is

encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet; and

(c) data stored off-site remains encrypted at all times.

8.2 *Data Deduplication and Compression*

To maximize efficiency, Service Provider will ensure that data deduplication and compression occurs prior to data storage and transmit.

8.3 *Backup Frequency*

Servers and/or workstations can be backed up at least every four (4) hours. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately depended on total data size, data changes, and available Internet bandwidth.

8.4 *Smart Data Transport*

Data transmission can easily be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.

8.5 *Remote Storage*

Service Provider will provide Client with remote storage sites in Pennsylvania and California that feature:

- (a) highly redundant storage in multiple redundant cluster nodes;
- (b) connectivity provided by multiple providers with automatic failover capabilities;
- (c) power supplemented with both battery backup and diesel generation capabilities;
- (d) full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons; and
- (e) fire suppression and environmental control.

8.6 *Remote Storage and Base Remote Backup Image Creation*

Your data is stored (in encrypted form) in two (2) secure off-site data centers. The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximately two (2) week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main

backup once the off-site transfer is complete. Local Backup Copy is available during the seed process.

8.7 *Recovery Time Objective (RTO)*

Service Provider will log all retrieval activities from Client. Service Provider will attempt to resolve access, backup, or retrieval problems over the phone within twenty-four (24) hours of Client's first request. In most instances, Service Provider can restore a file, file folder, email or an entire mailbox as needed. Please call our help desk for assistance. In a disaster, where you should lose your entire office, Service Provider will have a new NAS imaged, with the most current backup information-which is usually the previous day's data. It will be shipped out via next-business day air transportation to a location of Client's choice. When the NAS arrives, it is ready to be used as a virtual server. There is an additional cost for this service outlined in Section 8.10 below. Further, the NAS can also be used to perform a bare metal restore to dissimilar hardware which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s) regardless of hardware.

8.8 *Off-Site Virtualization*

In a disaster where you should lose your physical servers and NAS, servers and/or workstations may be virtualized off-site. Servers can be virtualized in both off-site data centers. There is an additional cost for this service outlined in Section 8.10 below. Public IP and/or VPN access will be given to Client to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.

8.9 *Ownership of the Data*

The backup data being stored on the NAS and at the data centers remains the sole property of Client. If Client chooses to terminate services, Service Provider will assist Client in the orderly termination of services. This will involve, but not be limited to, copying the backup image to an external drive which can be synchronized with the data on the NAS. The Client agrees to pay Service Provider the actual costs of rendering such assistance. The client data will be removed from the local and cloud device.

8.10 *Catastrophe Service*

In the event of a catastrophe, fees for the "Disaster Recovery Service" will be the cost of a replacement NAS unit plus 30%, plus all applicable freight and shipment costs to deliver a new NAS that will contain the most current data loaded at the Data Center. Additionally, any service required to provide access to that data is included. The fees noted in Section 2 will remain in effect and cover the costs associated with the new NAS. Fees for the "Off-Site Virtualization Service" are included for up to seven (7) days access to virtualized machines.

8.11 *Loaned Equipment*

Client agrees that the NAS unit and other loaned property in the execution of the Agreement shall remain the property of Service Provider. The Property must be returned to Service Provider upon request. Client further agrees to cease the use of all of the Property upon termination of this Agreement. If the Property is stolen, damaged or destroyed while

in the possession of the client, Client must pay Service Provider the current market price(s) for replacement of the Property.

9. Interference

Client shall not, directly or indirectly, during the term of this Agreement and for thirty-six (36) months following the termination of the Agreement (for any reason), induce or influence any employee of Service Provider or any other person or entity to terminate their relationship with Service Provider.

10. Warranty

Notwithstanding anything to the contrary in this Agreement, Service Provider warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business: (a) as long as the Fees are current, the NAS unit is fully warranted and guaranteed and no additional charges will be incurred for hardware failure, including but not limited to a malfunction within the electronic circuits or electromechanical components (disks, tapes) of the NAS, (provided, however, that the NAS units cannot be modified in any way or the warranty and the management agreements are voided. The term "modification" includes, but is not limited to, adding software applications to the NAS itself or adding memory and/or hard drives). Firmware and software updates are also included; and (b) NAS replacement parts will be shipped next business day air transportation and prepaid by Service Provider.

11. Confidentiality

Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential, except as otherwise required by applicable law. Service Provider designates the Deliverables, all information relating to the Deliverables and the financial terms of this Agreement as confidential, except as otherwise required by applicable law. Both parties shall:

(a) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis;

(b) advise employees and agents of their confidentiality obligations;

(c) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and

(d) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same.

Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which:

(a) was previously known;

(b) is a matter of public knowledge;

(c) was or is independently developed;

(d) is released for disclosure with written consent;

(e) is received from a third party to whom the information was disclosed without restriction; or

(f) is subject to disclosure under the Ohio Public Records Act as set forth in Ohio Revised Code Section 149.43 and the Ohio open meetings law as set forth in Ohio Revised Code Section 121.22.

Pursuant to Federal Law and Regulation, any information provided to Service Provider by Client is provided only to allow Service Provider to perform the services necessary under this Agreement, to process and/or service a transaction, or as required by Federal and/or State law and/or Regulation. Once this information is received by Service Provider from Client, whether it is directly or indirectly through an affiliate, Service Provider may not disclose it to any person that is not affiliated with either the Client or Service Provider, unless the disclosure would be lawful if made directly by Client.

Service Provider agrees to restrict access to all information received from Client only to Service Provider employees who need to know this information to provide products or services to Client pursuant to this Agreement, except as otherwise required by applicable law. Service Provider also agrees to maintain physical, electronic and procedural safeguards that comply with federal regulation or take any other appropriate measures to guard nonpublic personal information to protect the confidentiality and security of this information shared by Client pursuant to this Agreement. Service Provider shall ensure that any non-affiliated third party in receipt of this information will be bound by a written agreement containing provisions substantially similar to those contained in the Agreement. Service Provider also agrees to promptly notify Client in the event Service Provider is under the reasonable belief that the integrity of the confidentiality of this information has been compromised.

12. Equipment and Facilities

Client agrees that Service Provider may utilize certain items of Client's equipment and may gain access to certain parts of Client's facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by Service Provider, and must grant authority for Service Provider to access Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that Service Provider may be unable to perform their duties adequately and if such a situation should exist, Service Provider will be held harmless by Client for damage to Client.

13. Passwords

Service Provider acknowledges that it must have access to any and all systems and resources to perform their duties under this agreement. As such, it must have access to any and all passwords. Bear in mind that the backup data will always be encrypted and not

accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

14. Force Majeure & Malicious Acts

Service Provider shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions not directly caused by Service Provider, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by Service Provider.

15. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B." at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

16. Miscellaneous

This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

17. Agreement

This Agreement supersedes all prior agreements and understandings among the Parties and may not be changed or terminated orally; no attempted change, termination, or waiver of any of the provisions hereof shall be binding unless in writing and signed by the Party against whom the same is sought to be enforced. No waiver of a breach of any provision of this Agreement by the Parties shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach. The Parties acknowledge that there are no other written or oral agreements, promises, representations, and/or understandings among the Parties with respect to the subject matter hereof, except as may otherwise be expressly provided herein.

18. Exhibits

All schedules, exhibits and appendices referred to herein are incorporated as part hereof, as if fully rewritten.

19. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the Parties had executed a single document.

20. Descriptive Headings

The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or constructions of any of the provisions hereof. References to a Section, Subsection, or Paragraph when used without further attribution shall refer to the particular Sections, Subsections, or Paragraphs this Agreement.

21. Assignment

Either Party can assign this Agreement with prior written consent of the other Party. Consent will be reasonably granted.

[Signatures Appear on the Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

STARFISH COMPUTER CORPORATION

By: _____

Its: _____

Date: _____

“Service Provider”

CITY OF UNIVERSITY HEIGHTS

By: _____

Its: _____

Date: _____

“Client”

Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Critical (essential city functions interrupted, or multiple system/multiple users affected, no workaround)	1	One Hour Response	90% resolved within 4 hours	2 hours
High (important city functions interrupted, single system/single user affected, no workaround)	2	Two-Hour response	90% resolved within 8 hours.	4 hours
Normal (important city function suffer performance issue, single system/single user performance issue, important feature requests)	3	Four-Hour response	75% resolved within 16 business hours	48 hours
Low (minor performance issue, routine feature requests.)	4	One business day response	75% resolved within a week	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Appendix A (cont.)

Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client’s satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

6. Issue is escalated to Tier 2 Support
7. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

8. Level 2 Resolution - issue is worked to successful resolution
9. Quality Control –Issue is verified to be resolved to Client’s satisfaction
10. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

9. Issue is escalated to Tier 3 Support
10. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

11. Level 3 Resolution - issue is worked to successful resolution
12. Quality Control –Issue is verified to be resolved to Client’s satisfaction
13. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

12. Issue is escalated to Onsite Support
13. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

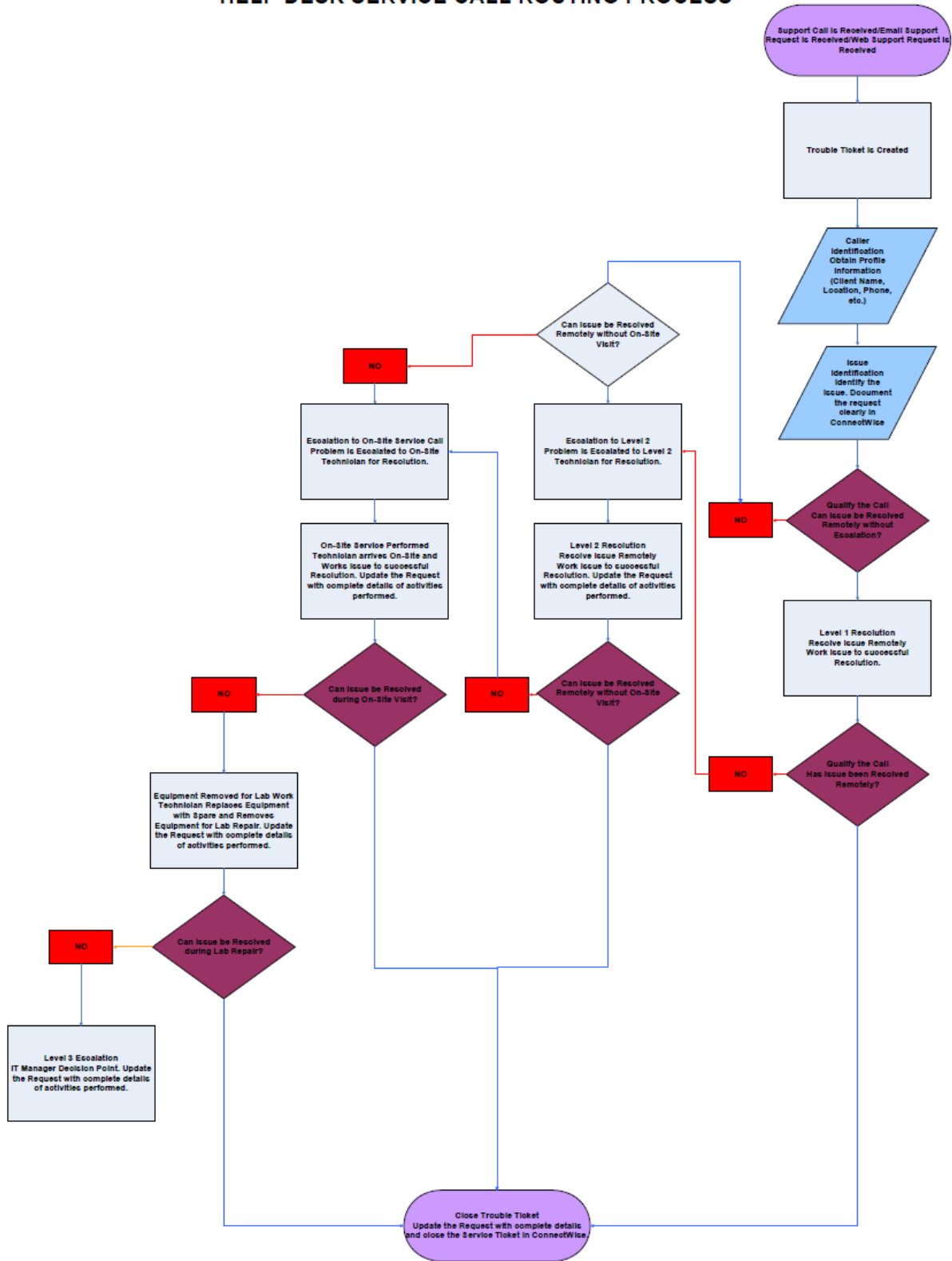
14. Onsite Resolution - issue is worked to successful resolution
15. Quality Control –Issue is verified to be resolved to Client’s satisfaction
16. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

17. I.T. Manager Decision Point – request is updated with complete details of all activity performed

Appendix A (cont.)

HELP DESK SERVICE CALL ROUTING PROCESS



Appendix B

Description	Frequency	Included in Maintenance
<i>General</i>		
Document software and hardware changes	As performed	YES
Test backups with restores	As Needed	YES
Monthly reports of work accomplished, work in progress, etc.	As Needed	YES
<i>Systems</i>		
Check print queues	As Needed	YES
Ensure that all server services are running	Daily/hourly	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As things appear	YES
Monitor hard drive free space on server, clients	Daily/hourly	YES
Reboot servers if needed	As Needed	YES
Run defrag and chkdsk on all drives	As Needed	YES
Scheduled off time server maintenance	As Needed	YES
Install software upgrades	As Needed	YES
Determine logical directory structure, Implement, MAP, and detail	As Needed	YES
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc)	As Needed	YES
Check status of backup and restores	Daily	YES
Alert office manager to dangerous conditions -Memory running low -Hard drive showing sign of failure -Hard drive running out of disk space -Controllers losing interrupts -Network Cards report unusual collision activity	As Needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As Needed	YES
Clean and prune directory structure, keep efficient and active	As Needed	YES
<i>Backup and Disaster Recovery</i>		
Disaster Recovery of Server(s)	As Needed	YES
Provide on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure	As Needed	YES
Provide incremental backups done on the NAS every 4 hours	As Needed	YES
Provide secure Remote (Off-site) Storage provided at two (2) secure data centers	As Needed	YES

Provide day to day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint	As Needed	YES
Provide full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost	As Needed	YES
Provide full management, monitoring, and testing of the NAS and remote storage	As Needed	YES
Provide daily backup report to Client	As Needed	YES
<i>Networks</i>		
Check router logs	As Needed	YES
Performance Monitoring/Capacity Planning	As Needed	YES
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	As Needed	YES
Major SW/HW upgrades to network backbone, including routers, WAN additions, etc.	As Needed	YES
Maintain office connectivity to the Internet	Ongoing	YES
<i>Security</i>		
Check firewall logs	As Needed	YES
Confirm that antivirus virus definition auto updates have occurred	As Needed	YES
Confirm that virus updates have occurred	As Needed	YES
Confirm that backup has been performed on a daily basis	Daily	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As Needed	YES
Permissions and file system management	As Needed	YES
Set up new users including login restrictions, passwords, security, applications	As Needed	YES
Set up and change security for users and applications	As Needed	YES
Monitor for unusual activity among users	Ongoing	YES
<i>Apps</i>		
Exchange user/mailbox management	As Needed	YES
Monitor directory replication	As Needed	YES
Monitor WINS replication	As Needed	YES
SQL server management	As Needed	YES
Overall application disk space management	As Needed	YES
Ensure Microsoft Office Applications are functioning as designed	As Needed	YES

Appendix B (cont.)

Service Rates

Labor	Time	Rate
a) Remote PC Management/Help Desk	7:00 am-5:30 pm M-F	INCLUDED
b) Remote Printer Management	7:00 am-5:30 pm M-F	INCLUDED
c) Remote Network Management	7:00 am-5:30 pm M-F	INCLUDED
d) Remote Server Management	7:00 am-5:30 pm M-F	INCLUDED
e) 24x7x365 Network Monitoring	24/7/365	INCLUDED
f) Lab Labor	7:00 am-5:30 pm M-F	INCLUDED
g) Onsite Server / Network Labor	7:00 am-5:30 pm M-F	INCLUDED
h) Onsite Desktop Labor	7:00 am-5:30 pm M-F	INCLUDED
i) Remote PC Management/Help Desk	5:31 pm-9:00 pm M-F	\$240/hr
j) Remote Printer Management	5:31 pm-9:00 pm M-F	\$240/hr
k) Remote Network Management	5:31 pm-9:00 pm M-F	\$240/hr
l) Remote Server Management	5:31 pm-9:00 pm M-F	\$240/hr
m) Lab Labor	5:31 pm-9:00 pm M-F	\$240/hr
n) Onsite Labor	5:31 pm-9:00 pm M-F	\$240/hr
o) Remote Labor	All Other Times	\$320.00/hr
p) Lab Labor	All Other Times	\$320.00/hr
q) Onsite Labor	All Other Times	\$320.00/hr

Covered Equipment

Managed Desktops/Notebooks:	29 Users / 37 Devices
Managed Printers:	N/A
Managed Networks:	3
Managed Servers:	7

Appendix C

Starfish Computer Recognized Holiday Schedule

DAY	DATE	OFFICE	IN OBSERVANCE
MONDAY	JANUARY 2	CLOSED	NEW YEAR'S DAY
MONDAY	MAY 29	CLOSED	MEMORIAL DAY
TUESDAY	JULY 4	CLOSED	INDEPENDENCE DAY
MONDAY	SEPTEMBER 4	CLOSED	LABOR DAY
THURSDAY	NOVEMBER 23	CLOSED	THANKSGIVING DAY
FRIDAY	NOVEMBER 24	CLOSED	DAY AFTER THANKSGIVING
FRIDAY	DECEMBER 22	CLOSED AT 12:00PM	CHRISTMAS EVE
MONDAY	DECEMBER 25	CLOSED	CHRISTMAS DAY
FRIDAY	DECEMBER 29	CLOSED AT 12:00PM	NEW YEARS EVE
TDB	TBD	PERSONAL CHOICE	SEE BELOW – FLOATING HOLIDAY

Staff Floating Holidays – Starfish Computer Offices are OPEN

DAY	DATE	OFFICE	IN OBSERVANCE
MONDAY	JANUARY 16	OPEN	DR. MARTIN LUTHER KING, JR. DAY
MONDAY	FEBRUARY 20	OPEN	WASHINGTON'S BIRTHDAY/PRESIDENT'S DAY
FRIDAY	APRIL 7	OPEN	GOOD FRIDAY
MONDAY	JUNE 19	OPEN	JUNETEENTH
MONDAY	OCTOBER 9	OPEN	COLUMBUS DAY / U.S. INDIGENOUS PEOPLES DAY
FRIDAY	NOVEMBER 10	OPEN	VETERAN'S DAY

Exhibit A

Managed Services Cost	
	Price
Monthly Managed Services Fee	Monthly: \$6,215.00

Services NOT Included in Monthly Managed Services Cost	
	Price
Microsoft Office 365 Licensing	<p>The City of University Heights obtains their own Microsoft Office 365 licensing</p> <p>**Business Premium Licensing for all Users will be required**</p>
Microsoft Azure Monthly Subscription Cost	This cost is estimated to not exceed \$750.00/month

ONE TIME COSTS	
	Price
Quote 13108	ONE TIME COST: \$37,440.00

Exhibit B

STARFISH COMPUTER PROPERTY

The City of University Heights is currently renting equipment from Starfish Computer to operate their IT infrastructure. That hardware includes:

- HP Server
- Synology NAS
- APC Smart UPS 1500
- Datto Backup Device

Quote 13108: Cloud Services Project – Migration to Cloud Services



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **13108**
 Date: 4/10/2023

Prepared for:
 Michael D Brennan (216) 932-7800
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
Project 1: Migration into the Cloud Services				
Phase 1: Initial Discovery and Documentation				
12.00	Initial Discovery and Documentation	HR	\$160.00	\$1,920.00
Phase 2: Deploy Azure Domain Controller				
50.00	Deploy Azure Domain Controller	HR	\$160.00	\$8,000.00
Phase 3: Migrate Email to MS365				
60.00	Migrate Email to MS365	HR	\$160.00	\$9,600.00
40.00	Software changeout for O365	HR	\$160.00	\$6,400.00
Phase 4: Migrate File Server and User Data to SharePoint				
60.00	Migrate File Server and User Data to SharePoint	HR	\$160.00	\$9,600.00
Phase 5: Final Documentation & Decom of Servers				
12.00	Final Documentation & Decom of Servers	HR	\$160.00	\$1,920.00

Your Price: \$37,440.00

Total: \$37,440.00

Prices are firm until 5/1/2023 Terms: Net 30

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 4/10/2023

Accepted by: _____

Date : _____

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.

Managed Services Proposal – Monthly Recurring Cost



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **13107**
 Date: **4/10/2023**

Prepared for:
 Michael D Brennan (216) 932-7800
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
Managed Services for 3 Locations / 9 Desktops / 20 Laptops / 50 Mobile Devices / 1 Physical and 6 Virtual Servers				
Managed Services Contract Covered Services and Features:				
** Unlimited Remote/Onsite Support for Servers **				
** Unlimited Remote/Onsite Support for Users **				
** Quarterly Business Reviews **				
** Live Answer Help Desk **				
** Help Desk Queing **				
** Endpoint and Printer Management **				
** Server Management **				
** Network Monitoring and Maintenance **				
** 24/7/365 Monitoring**				
** Help Desk Support and On-Site Support **				
** Cyber Security Protection **				
** Vendor Management **				
** Network Architecture and Design **				
** Support of Business Applications/Software **				
1.00	Managed Services Agreement Monthly Fee	EA	\$6,215.00	\$6,215.00
Managed Services for 3 Locations / 9 Desktops / 20 Laptops / 50 Mobile Devices / 1 Physical and 6 Virtual Servers				\$6,215.00

Your Price: _____
\$6,215.00

Total: _____
\$6,215.00

Prices are firm until 5/1/2023 Terms: Net 30

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 4/10/2023

Accepted by: _____

Date : _____

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 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.



Starfish Computer
 Phone: 440-808-0468
 Fax: 440-808-0470
 24831 Lorain Road
 North Olmsted, OH 44070

Quote
 No.: **13428**
 Date: **8/18/2023**

Prepared for:
 Michael D Brennan (216) 932-7800
 City of University Heights
 2300 Warrensville Center Road
 University Hts., Ohio 44118

Prepared by: Patrick Hanrahan
 Account No.: 12849
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
Emergency Support and Service through 9/5/2023				
*Quantity of 1 is for month of September				
Emergency Support and Service				
1.00	20-Hour Block of AdHoc Network Support Services	HR	\$542.50	\$542.50
Spam Filter				
1.00	Spam Filter Monthly Services	EA	\$270.00	\$270.00
Server, Desktop Patching, Monitoring and Antivirus				
1.00	Server, Desktop Patching, Monitoring and Antivirus for 35 Desktops - Monthly Service	EA	\$130.00	\$130.00
Loaner Switch and Server				
1.00	Starfish Computer Loaner Switch and Server Montly Utilization	EA	\$60.00	\$60.00
Backup/Disaster Recovery - Device is Property of Starfish Computer Corporation				
1.00	Backup Disaster Recovery Monthly Service	EA	\$250.00	\$250.00
Hybrid Cloud Backup				
Bare Metal Restore				
Advanced File Level Restore				
Inverse Chain Technology				
Instant On-Site Virtualization				
Instant Off-site Virtualization				
Screenshot Backup Verification				
Message Level Exchange Recovery				
CAPACITY				
Storage Capacity 6000GB (3000GB Usable)				
CLOUD				
Capacity 1 Year Data Retention				
Dual Bi-Coastal US Based SAS70 Rated Data Centers				

Your Price: _____
\$1,252.50

Total: _____
\$1,252.50

Prices are firm until 9/8/2023

Terms:

Prepared by: Patrick Hanrahan, phanrahan@starfishcomputer.com

Date: 8/18/2023

Accepted by: _____

Date : _____

Quote

No.: **13428**

Date: 8/18/2023

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.

RESOLUTION NO. 2023-41

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2023 SPECIAL ASSESSMENTS IN THE AMOUNT OF \$4,000,000.00 FOR THE CORE RETAIL PARCEL IN THE UNIVERSITY SQUARE DEVELOPMENT, PERMANENT PARCEL NO. 721-01-001, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights is a party to a certain Cooperative Agreement together with the Cleveland-Cuyahoga County Port Authority and the property owner (the “Cooperative Agreement”) in connection with the \$40,500,000.00 Cleveland-Cuyahoga County Port Authority Senior Special Assessment/Tax Increment Revenue Bonds, Series 2001A (University Heights, Ohio – Public Parking Garage Project), dated December 1, 2001 and Cleveland-Cuyahoga County Port Authority Subordinate Tax Increment Revenue Bonds, Series 2001B (the “Bonds”);

WHEREAS, pursuant to Section 3.2(b) of the Cooperative Agreement, the City is obligated to annually “levy and collect special assessments from the property benefited by the Project in amounts sufficient to pay Debt Service Charges and Administrative Expenses” on the Bonds;

WHEREAS, the debt service to pay the Bonds was to be generated from payments made by the owners of certain parcels in lieu of real estate taxes generated by those parcels comprising the University Square development, and if the payment proved to be insufficient to repay the debt service on the Bonds, the debt service would be secured by special assessments on said parcels;

WHEREAS, the special assessments are certified for the sole purpose of protecting and benefiting the bondholders and currently serve only to secure the defaulted Bond payments owed to such bondholders;

WHEREAS, on September 4, 2001, the City adopted the resolution of necessity pursuant to the requirements of Section 727.12 of the Ohio Revised Code and passed the ordinance to proceed for the acquisition, construction, installation, equipment and improvement of the University Square Project;

WHEREAS, on September 4, 2001, the City passed the assessing ordinance pursuant to the requirements of Section 727.25 of the Ohio Revised Code for the levying of the special assessments;

WHEREAS, UMB Bank, as Trustee for the bondholders, has demanded that the special assessment in the agreed-upon amount of \$4,000,000.00 be levied for tax year 2023 on the Core Retail Parcel (PPN 722-01-001); and

WHEREAS, Cuyahoga County has established a deadline for certification of special assessments of September 11, 2023;

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

Section 1. The Council hereby levies a special assessment in the amount of Four Million and 00/100 Dollars (\$4,000,000.00) on the Core Retail Parcel (PPN 721-01-001) of the University Square Project for tax year 2023, such amount being agreed upon by the parties to the Cooperative Agreement and the City to be equal in amount to the debt service charges and administrative expenses payable on the Bonds during the annual period.

Section 2. The Finance Director shall prepare an assessment for tax year 2023 in accordance with the Cooperative Agreement and Section 1 hereof above. The Finance Director

shall file a copy of said assessment with the Clerk of Council and deliver the same to the Cuyahoga County Fiscal Office for filing on the tax duplicate for tax year 2023.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2023 for collection in 2024 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio and Council hereby directs the Cuyahoga County Fiscal Office to take any steps necessary to certify this special assessment to the tax duplicate for tax year 2023.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution 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, the emergency being the need to certify special assessments to the County Fiscal Office by the applicable deadline of September 11, 2023. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form:

Luke F. McConville, Law Director

RESOLUTION NO. 2023-42

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2023 SPECIAL ASSESSMENTS FOR THE COST OF CONSTRUCTING, MAINTAINING REPAIRING, AND CLEANING OF THE SANITARY SEWER SYSTEM WITHIN THE CITY, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides for the constructing, maintaining, repairing, and cleaning of sanitary sewers within the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-37) for sewer operating and sewer capital special assessments to fund the costs of providing ongoing improvements in the form of constructing, maintaining, repairing, and cleaning of sanitary sewers within the City; and

WHEREAS, the Assessment Equalization Board appointed, pursuant to Ohio Revised Code Section 727.16, by the City Council of the City of University Heights held hearings on Tuesday August 27, 2019 to hear objections filed in response the Resolution of Necessity (Resolution 2019-37) for street lighting specials assessments, resulting in the adoption of an agreement with John Carroll University and its affiliates for assessments in connection with the constructing, maintaining, repairing, and cleaning of sanitary sewers within the City;

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of constructing, maintaining, repairing, and cleaning of sanitary sewers within the City, upon all property within the City at a rate of \$64.00 for sewer operating costs per Sewer Base Unit and \$14.00 for sewer debt service and capital costs per Sewer Base Unit for tax year 2023. The Council determines the square footage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2023.

Section 2. The Finance Director shall prepare an assessment for tax year 2023 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the parcels of the following categories of residential land use shall be assessed for the following number of Sewer Base Units.

- a) 1-FAMILY PLATTED LOT shall be assessed for ONE Sewer Base Unit
- b) 2-FAMILY PLATTED LOT shall be assessed for TWO Sewer Base Units
- c) 3-FAMILY PLATTED LOT shall be assessed for THREE Sewer Base Units
- d) RESIDENTIAL CONDO shall be assessed for ONE Sewer Base Unit
- e) RESIDENTIAL VACANT LAND shall be assessed for ZERO Sewer Base Units
- f) OTHER RESIDENTIAL PLATTED shall be assessed for ZERO Sewer Base Units

Section 4. The Council incorporates the agreement reached by John Carroll University and the City of University Heights on August 27, 2019 and the Amendment thereto dated August 28, 2022 (collectively "Agreement"), and adopted by Council based upon the recommendation of the Assessment Equalization Board, into this Resolution.

Section 5. The Council determines that in accordance with the Agreement, the following parcels with single family homes shall be treated as "1-FAMILY PLATTED LOT" land use code until action is taken by the City of University Heights and John Carroll University to correct the land use code and/or code the parcels with the County Fiscal Officer of Cuyahoga County, Ohio, as residential parcels:

- 721-05-023 2582 Milford Road Single Family House
- 721-05-024 2574 Milford Road Single Family House
- 721-05-036 2560 Miramar Blvd. Single Family House
- 721-05-037 2554 Miramar Blvd. Single Family House
- 721-05-039 2542 Miramar Blvd. Single Family House
- 721-05-040 2536 Miramar Blvd. Single Family House
- 721-05-041 2520 Miramar Blvd. Single Family House
- 721-06-018 2590 Milford Road Single Family House
- 721-06-019 2596 Milford Road Single Family House
- 721-06-020 2602 Milford Road Single Family House
- 721-06-021 2614 Milford Road Single Family House

Section 6. The Council determines that in accordance with the Agreement, the following parcels sharing a single-family home, primarily constructed on Parcel #721-05-41, shall be treated as “OTHER RESIDENTIAL PLATTED” land use code despite a different land use code applied by County Fiscal Officer of Cuyahoga County, Ohio:

- 721-05-042 Listed with 721-05-041 2520 Miramar
- 721-05-043 Listed with 721-05-041 2520 Miramar

Section 7. The Council determines that in accordance with the Agreement, the following parcels with duplex family homes shall be treated as “2-FAMILY PLATTED LOT” land use code until action is taken by the City of University Heights and John Carroll University to correct the land use code and/or code the parcels with the County Fiscal Officer of Cuyahoga County, Ohio, as residential parcels:

- 721-05-016 2553 Warrensville Ctr. Duplex
- 721-05-018 2563 Warrensville Ctr. Duplex
- 721-05-019 2569 Warrensville Ctr. Duplex
- 721-05-022 2583 Warrensville Ctr. Duplex
- 721-06-007 4070 Carroll Blvd. Duplex
- 721-06-011 2619 Warrensville Ctr. Duplex
- 721-06-013 2609 Warrensville Ctr. Duplex
- 721-06-014 2603 Warrensville Ctr. Duplex
- 721-06-015 2599 Warrensville Ctr. Duplex
- 721-06-016 2595 Warrensville Ctr. Duplex

Section 8. The Council determines the parcels with any type of apartment land use category identifying the parcel as containing more than three apartment units shall be assessed for ONE Sewer Base Units per apartment unit contained on the parcel. The Council determines when an apartment building containing more than three apartment units is situated upon more than one parcel of common ownership, all of the assessed Sewer Base Units of that apartment building may be assessed to just one of the parcels with common ownership, as deemed appropriate by the Finance Director. The final determination of the number of apartment units per building and/or parcel shall be made by the Finance Director based upon information obtained from the Building Department, Housing Department, and/or Fire Prevention Bureau of the City.

Section 9. The Council determines that in accordance with the Agreement, the following parcels identified in the Agreement as Campus Parcels shall be shall be assessed ONE Sewer Base Units per six thousand (6,000) square feet of parcel land area:

- 721-07-001 20700 North Park Blvd.
- 721-07-002 20700 North Park Blvd.
- 721-07-003 South Belvoir Blvd.
- 721-07-004 South Belvoir Blvd.
- 721-07-005 Carroll Blvd. Rear
- 721-07-006 20700 North Park Blvd.
- 721-07-008 Washington Blvd. (Murphy Hall)
- 721-22-011 20700 South Belvoir Blvd.
- 721-22-016 South Belvoir Blvd.
- 721-22-064 South Belvoir Blvd.
- 721-22-065 South Belvoir Blvd.
- 721-22-066 South Belvoir Blvd. Rear

- 721-24-003 2563 South Belvoir Blvd.
- 721-24-004 2567 South Belvoir Blvd.
- 721-24-020 Claver Road Rear
- 721-24-021 South Belvoir Blvd.

Section 10. The Council determines all remaining parcels within the City shall be assessed ONE Sewer Base Units per two thousand (2,000) square feet of parcel land area.

Section 11. Except as otherwise provided in this ordinance, the Council determines the land use categories and parcel land area used in the above categorizations and calculations shall be based upon the data contained in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio.

Section 12. The Finance Director shall prepare an assessment for tax year 2023 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 13. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2023 for collections in 2024 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 14. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 15. This Resolution 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, the emergency being the need to certify special assessments to the County Fiscal Office by the September 11, 2023 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

RESOLUTION NO. 2023-43

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2023 SPECIAL ASSESSMENTS FOR THE COST OF STREET LIGHTING WITHIN THE CITY ON ALL DESIGNATED PROPERTIES SERVED BY STREET LIGHTS AT THE RATE OF EIGHTY CENTS (\$0.80) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides street lighting along the streets of the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-39) for ongoing, annual street lighting special assessments to fund the costs of providing ongoing improvements in the form of installing, repairing, operating, and maintaining street lights in public places in the City; and

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of installing, repairing, operating, and maintaining street lights in public places in the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of eighty cents (\$0.80) per frontage foot for tax year 2023. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2023.

Section 2. The Finance Director shall prepare an assessment for tax year 2023 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2023 for collections in 2024 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determined that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution 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, the emergency being the need to certify special assessments to the County Fiscal Office by the September 11, 2023 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

RESOLUTION NO. 2023-44

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2021 2023 SPECIAL ASSESSMENTS FOR THE COST OF PLANTING, MAINTAINING, TRIMMING, AND REMOVING SHADE TREES AT THE RATE OF SEVENTY CENTS (\$0.70) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides for the planting, maintaining, trimming, and removing of shade trees along the streets of the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-38) for ongoing, annual shade trees special assessments to fund the costs of providing ongoing improvements in the form of planting, maintaining, trimming, and removing shade trees along the streets of the City; and

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of planting, maintaining, trimming, and removing shade trees along the streets of the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of seventy cents (\$0.70) per frontage foot for tax year 2023. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2023.

Section 2. The Finance Director shall prepare an assessment for tax year 2023 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2023 for collections in 2024 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution 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, the emergency being the need to certify special assessments to the County Fiscal Office by the September 11, 2023 deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed:

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

RESOLUTION NO. 2023-45

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR PROVIDING CITY SERVICES IN THE REMOVAL OF NUISANCE CONDITIONS (LAWN CARE) AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF UNIVERSITY HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, Section 1084.02 of the Codified Ordinances of the City of University Heights prohibits nuisance conditions as defined in Section 1084.01 of the Codified Ordinances, and

WHEREAS, Pursuant to Section 1084.04 of the Codified Ordinances, the Building Commissioner or Housing and Community Development Director has caused written notice to be served at the last known residence or place of business of the owner, occupant or person having control of such lot or parcel of land notifying him that noxious weeds are growing and/or accumulating on such property and that they must be cut and disposed of within five days after service of such notice. If the owner or person in control of the lot or land fails to abate the nuisance after being notified, such nuisance may be abated by the Building Commissioner or Housing and Community Development Director. The cost of abating such nuisance shall be charged to the owner of the property affected, payable within ten days from the date of delivery of the bill to the owner or person in control of the premises, and

WHEREAS, In default of payment, such person shall be assessed against the property and the total bill shall be certified to the County Auditor for collection in the same manner as other taxes and assessments are assessed and collected.

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

Section 1. The following parcels of land located within the City of University Heights are hereby assessed the following amounts for services rendered in the abatement of a nuisance condition in which payment was defaulted after due notice:

SEE ATTACHED SCHEDULE – EXHIBIT A

Section 2. In addition, the Director of Finance is hereby empowered to collect interest and reasonable administrative costs as authorized in Section 1084.04 of the Codified Ordinances.

Section 3. The Clerk of Council shall cause to be published in a newspaper of general circulation in the City of University Heights that such assessments have been levied and are payable as herein provided. A list showing the nature of each property assessed, its location, area and amount of charge shall be on file in the office of the Director of Finance for inspection by any person or persons interested therein.

Section 4. The Finance Director is hereby authorized to submit a certified copy of this Ordinance to the County Auditor, Department of Special Assessments.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 6. This Resolution 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, for the reason that this resolution must be enacted to allow the assessment to be certified to Cuyahoga County. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to Form: _____
Luke F. McConville, Law Director

<u>Parcel Number</u>	<u>Name</u>	<u>Address</u>
721-02-039	Vitali Elkabetz & Serena Bell	4069 Silsby Road
721-02-058	Abigail R. Hausman	4078 Silsby Road
721-02-103	Henry T. Diggs	4037 Washington Boulevard
3	# of Parcels on Page	Page Total
721-03-016	Cherry Bomb Doors LLC	4089 Washington Boulevard
1	# of Parcels on Page	Page Total
721-04-009	Jeffrey Feldman & Hannah Elkus	4084 Meadowbrook Boulevard
721-04-057	Rachel Vincent & Matthew Cruyton	4073 Conover Road
2	# of Parcels on Page	Page Total
721-09-097	Ashurst Homes LLC	4234 Bushnell Road
721-09-154	Shoshana Esther Sherman	2292 South Belvoir Boulevard
2	# of Parcels on Page	Page Total
721-10-040	2340 Loyola Road LLC	2340 Loyola Road
721-10-045	Jiacheng Guo	2364 Loyola Road
2	# of Parcels on Page	Page Total
721-14-023	ZELOH1 LLC	4429 Groveland Road
721-14-031	Matis Mark Friedman	4402 Silsby Road
721-14-037	Kolko Investments, LLC	4426 Silsby Road
721-14-045	Nirvana Haven 4462 Silsby LLC	4462 Silsby Road
721-14-050	Dina Heit	4482 Silsby Road
721-14-072	NOFI LLC	4433 Silsby Road
721-14-085	Abraham Wenger	4418 Baintree Road
721-14-087	Saran B. & Joshua Lehmann	4426 Baintree Road
8	# of Parcels on Page	Page Total
721-15-022	Top Flight Transport LLC	4369 Silsby Road
721-15-041	Gordana Bowerfind	4330 Silsby Road
721-15-047	Jonathan M. Kanter	4308 Silsby Road
3	# of Parcels on Page	Page Total
721-16-022	Reginald Young	4337 Baintree Road
721-16-044	S and P Enterprises, LLC	2235 South Belvoir Boulevard
2	# of Parcels on Page	Page Total
721-20-033	Chaim Kazen & Penina Devor	2325 Milton Road
1	# of Parcels on Page	Page Total

721-23-032	Adi Nissenbaum	2512 Claver Road
1	# of Parcels on Page	Page Total
721-26-042	Moshe & Yocheved Steinmetz	14487 East Carroll Boulevard
1	# of Parcels on Page	Page Total
722-01-025	7049 JEFI LLC	3525 Raymont Boulevard
722-01-059	Craig & Amber Jarrett	13537 Cedar Road
722-01-085	RG Holdings Perm III, LLC	13526 Cedar Road
3	# of Parcels on Page	Page Total
722-02-064	Celeen & Attia Khrestian	13621 Cedar Road
722-02-065	Sarita D. Thomas	13617 Cedar Road
722-02-075	Joseph Fontana	13577 Cedar Road
722-02-091	Kart Investments, LLC	13598 Cedar Road
722-02-093	Medex Re Capital LLC	13606 Cedar Road
722-02-095	13614 Cedar Road LLC	13614 Cedar Road
722-02-096	Amir Eldan	13616 Cedar Road
7	# of Parcels on Page	Page Total
722-03-012	Intuitive Real Estate Investments LLC	3673 Washington Boulevard
722-03-043	Fahima Properties, LLC	13677 Cedar Road
722-03-052	Marilyn Orbach-Rosenberg	13641 Cedar Road
3	# of Parcels on Page	Page Total
722-04-014	Mark Berger	2239 South Taylor Road
722-04-053	Michael John Littau Jr.	2204 Jackson Boulevard
722-04-082	Ari & Rivka Wolf	3502 Tullamore Road
722-04-117	Timotyh D. Kormos	3482 Cedarbrook Road
4	# of Parcels on Page	Page Total
722-05-003	Leslie Pina	3566 Cedarbrook Road
722-05-021	836 Real Invest LLC	3633 Tullamore Road
722-05-040	Luis Ernesto Murcia Polance	3557 Tullamore Road
3	# of Parcels on Page	Page Total
722-06-011	Vladimmmmir Blyumin & Yelena Tarkhanova	13690 Cedar Road
722-06-022	Geta Real Estate LLC	2188 Barrington Road
722-06-052	PJRK Properties, LLC	3657 Silsby Road
722-06-105	Christine Jelenic	2260 Cranston Road
4	# of Parcels on Page	Page Total

722-07-002	William - Julie - Robert Helsel	13844 Cedar Road
722-07-018	Christian M. Ward	3786 Washington Boulevard
722-07-021	Stephen Bernie & Lila Siegel	3777 Bushnell Road
722-07-049	Hugh Roberts	2239 Barrington Road
722-07-053	Caitlin Hogan	2223 Barrington Road
722-07-099	Sandra D. Tisinger	2211 Edgerton Road
6	# of Parcels on Page	Page Total
722-08-020	Mike McGruder	2180 Fenwick Road
722-08-113	Mia & Elai, LLC	3809 Washington Boulevard
2	# of Parcels on Page	Page Total
722-09-048	Michal Tannenbaum	3901 Silsby Road
722-09-070	Daniel Ostroff	3877 Washington Boulevard
2	# of Parcels on Page	Page Total
722-10-056	Theodore Rudic	3945 Bushnell Road
722-10-059	Somil Gupta	3933 Bushnell Road
2	# of Parcels on Page	Page Total
722-11-066	Herman M. Ballado	3593 East Scarborough Road
722-11-095	Invest Pro LLC	3621 East Scarborough Road
722-11-097	TPI Holdings, LLC	3629 East Scarborough Road
3	# of Parcels on Page	Page Total
722-12-014	Ronald B. Casselberry	3641 Meadowbrook Boulevard
722-12-023	Brian Jenkins & Emily Gruchow	2347 Canterbury Road
2	# of Parcels on Page	Page Total
722-13-050	CNT Construction Co.	2303 Ashurst Road
722-13-053	Ashurst Homes LLC	2292 Ashurst Road
2	# of Parcels on Page	Page Total
722-14-065	Janice M. Wood	2379 Charney Road
722-14-122	Melvin & Phyllis Appell	2368 Eardley Road
722-14-136	Sandeep & Tanmayee Dixit	2400 Dysart Road
3	# of Parcels on Page	Page Total
722-15-035	Joseph Guillot & Allison Dibrell	3830 Northwood Road
722-15-079	Motoko Kramer	3825 Northwood Road
722-15-113	Laura Wise	3746 Silsby Road
3	# of Parcels on Page	Page Total

722-16-017	US Bank Trust NA	3886 Grenville Road
722-16-042	Surya Selvam & Aishwarya Umapathy	3882 Faversham Road
722-16-089	Ashish Warty & Vidyagauri Nadkarni	2329 Traymore Road
722-16-155	Chu Tzu Yeh	2420 Channing Road
4	# of Parcels on Page	Page Total
722-17-001	Bright Shemesh, LLC	3861 Faversham Road
1	# of Parcels on Page	Page Total
722-18-034	One Enterprise LLC	3873 Meadowbrook Boulevard
722-18-125	C. Esther Bucklan	2448 Saybrook Road
2	# of Parcels on Page	Page Total
722-19-010	Schmuel Frankel & Rachel Teichman	3932 Meadowbrook Road
722-19-023	Osman Ahmad	2539 Fenwick Road
2	# of Parcels on Page	Page Total
722-21-027	Bonview Partners, LLC	2448 Charney Road
722-21-044	Solaris Inc	2447 Dysart Road
2	# of Parcels on Page	Page Total
722-22-019	Patricia G. Borokhovich	3780 Meadowbrook Boulevard
1	# of Parcels on Page	Page Total
722-26-006	Bonview Partners, LLC	2606 Edgerton Road
1	# of Parcels on Page	Page Total
88	Total # of Parcels	Total

Amount to be Assessed

\$	1,240.50
\$	1,260.48
\$	143.10
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\$	2,644.08
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\$	392.20
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\$	392.20
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\$	143.10
\$	392.20
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\$	535.30
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\$	143.10
\$	143.10
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\$	286.20
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\$	384.10
\$	143.10
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\$	527.20
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\$	1,151.90
\$	143.10
\$	143.10
\$	143.10
\$	143.10
\$	143.10
\$	143.10
\$	143.10
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\$	2,153.60
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\$	143.10
\$	143.10
\$	143.10
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\$	429.30
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\$	627.20
\$	143.10
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\$	770.30
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\$	143.10
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\$	143.10
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\$ 143.10
\$ 143.10

\$ 143.10
\$ 143.10

\$ 619.10
\$ 627.20
\$ 392.20
\$ 1,638.50

\$ 143.10
\$ 378.10
\$ 143.10
\$ 641.30
\$ 143.10
\$ 392.20
\$ 143.10
\$ 1,984.00

\$ 392.20
\$ 143.10
\$ 143.10
\$ 678.40

\$ 143.10
\$ 143.10
\$ 501.15
\$ 143.10
\$ 930.45

\$ 143.10
\$ 286.20
\$ 143.10
\$ 572.40

\$ 235.00
\$ 641.30
\$ 143.10
\$ 535.30
\$ 1,554.70

\$	143.10
\$	1,246.30
\$	1,282.60
\$	286.20
\$	143.10
\$	143.10
<u>\$</u>	<u>3,244.40</u>

\$	143.10
\$	143.10
<u>\$</u>	<u>286.20</u>

\$	862.20
\$	143.10
<u>\$</u>	<u>1,005.30</u>

\$	143.10
\$	143.10
<u>\$</u>	<u>286.20</u>

\$	143.10
\$	392.20
\$	143.10
<u>\$</u>	<u>678.40</u>

\$	378.10
\$	143.10
<u>\$</u>	<u>521.20</u>

\$	143.10
\$	143.10
<u>\$</u>	<u>286.20</u>

\$	630.70
\$	378.10
\$	392.20
<u>\$</u>	<u>1,401.00</u>

\$	143.10
\$	169.60
\$	378.10
<u>\$</u>	<u>690.80</u>

\$	392.20
\$	143.10
\$	143.10
\$	206.70
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\$	885.10
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\$	143.00
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\$	143.00
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\$	1,374.50
\$	257.20
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\$	1,631.70
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\$	143.10
\$	392.20
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\$	535.30
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\$	641.30
\$	143.10
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\$	784.40
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\$	143.10
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\$	143.10
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\$	143.10
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\$	143.10
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\$	28,191.33
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RESOLUTION 2023-46

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)

Revised Code, Secs. 5705.34-5705.35

The Council of the City of University Heights, Cuyahoga
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
2023, at the office of _____ with the following members

present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,

2024; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of University Heights,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			2.55	8.45
General Bond Retirement Fund			0.50	0.70
Police Pension			0.50	
Park Fund				
Recreation Fund				
Fire Pension Fund			0.50	
TOTAL	\$0	\$0	4.05	9.15

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.		
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	

and be it further
RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this
 Resolution to the Fiscal Officer of said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20_____.

Attest:

Michael Dylan Brennan, Mayor

Kelly M. Thomas, Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE
Resolution 2023-46

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City

of _____ within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. Resolution 2023-46

COUNCIL OF THE CITY OF

University Heights, Ohio

Cuyahoga County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Fiscal Officer

By _____
Deputy

ORDINANCE NO. 2023-47

Introduced By: Mayor Michael Dylan Brennan

AN ORDINANCE AMENDING ORDINANCES 2022-69 AUTHORIZING PERMANENT APPROPRIATIONS CURRENT AND OTHER EXPENDITURES OF THE CITY OF UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

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

Section 1. To provide for the current expenses and other expenditures for the City of University Heights, Ohio for the period commencing January 1, 2023 and ending December 31, 2023, City Council authorizes the Amended Permanent Appropriations #1 as herein set forth as Attachment A.

Section 2. The Council finds and determined that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3. 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

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to form: _____
Luke F. McConville, Law Director

CITY OF UNIVERSITY HEIGHTS
Appropriation Amendment #1
For the year ending December 31, 2023
Ordinance No. 2023 -

	2023 Original Budget	Budget Amendment No. 1	Revised 2023 Budget	
100 General Fund				
1100 Public Safety				
Other	2,100.00			
Sub Total 1100 Public Safety	<u>2,100.00</u>			
1110 Police Department				
Personnel	4,182,250.00			
Other	411,950.00			
Sub Total 1110 Police	<u>4,594,200.00</u>			
1120 Fire Department				
Personnel	4,404,370.00			
Other	289,025.00			
Sub Total 1120 Fire	<u>4,693,395.00</u>			
1121 Fire Prevention Bureau				
Personnel	348,150.00			
Other	42,750.00			
Sub Total 1121 Fire	<u>390,900.00</u>			
1130 Dispatch				
Other	451,350.00			
Sub Total 1130 Dispatch	<u>451,350.00</u>			
1140 Traffic Control				
Personnel	58,980.00			
Other	187,100.00			
Sub Total 1140 Traffic Control	<u>246,080.00</u>			
1150 Animal Control				
Other	9,500.00			
Sub Total 1150 Animal Control	<u>9,500.00</u>			
1160 Prisoner Housing				
Other	108,500.00			
Sub Total 1160 Prisoner	<u>108,500.00</u>			
1170 Prosecutor				
Personnel	71,625.00			
Other	3,100.00			
Sub Total 1170 Prosecutor	<u>74,725.00</u>			
1180 Courts				
Other	65,000.00			
Sub Total 1180 Courts	<u>65,000.00</u>			
1190 County Health Department				
Other	83,500.00	8,332.00	<u>91,832.00</u> A	Additional funds to pay increased BOH costs
Sub Total 1190 County Health	<u>83,500.00</u>	8,332.00	91,832.00	8,332.00
1210 Building Department				
Other	438,600.00			
Sub Total 1210 Building	<u>438,600.00</u>			
1220 Housing Department				
Personnel	322,990.00			
Other	33,250.00			
Sub Total 1220 Housing	<u>356,240.00</u>			
1230 Community Development				
Personnel	58,950.00			
Other	2,300.00			
Sub Total 1230 Community	<u>61,250.00</u>			
1240 Economic Development				
Personnel	106,550.00			
Other	30,700.00			
Sub Total 1240 Economic	<u>137,250.00</u>			
1310 Pool Activity				
Personnel	227,305.00			
Other	93,150.00			
Sub Total 1310 Pool Activity	<u>320,455.00</u>			
1320 Summer Recreation Activities				
Personnel	33,415.00			
Other	2,370.00			
Sub Total 1320 Summer	<u>35,785.00</u>			

CITY OF UNIVERSITY HEIGHTS
Appropriation Amendment #1
For the year ending December 31, 2023
Ordinance No. 2023 -

	2023 Original Budget	Budget Amendment No. 1	Revised 2023 Budget		
1330 Recreation - Entertainment					
Other	82,170.00	<u>27,602.10</u>	<u>109,772.10</u>	B	Juneteenth increase authorized by Council/ \$4,444 for Fall Fest
Sub Total 1330 Recreation -	<u>82,170.00</u>	<u>27,602.10</u>	<u>109,772.10</u>		27,602.10
1400 Public Service Department					
Personnel	569,705.00				
Other	<u>35,250.00</u>				
Sub Total 1400 Public Service	<u>604,955.00</u>				
1410 Lands and Buildings					
Personnel	130,385.00				
Other	<u>431,400.00</u>				
Sub Total 1410 Lands and	<u>561,785.00</u>				
1420 Refuse Collection					
Personnel	957,485.00				
Other	<u>355,100.00</u>				
Sub Total 1420 Refuse	<u>1,312,585.00</u>				
1470 City Engineer					
Personnel	13,955.00				
Other	<u>35,000.00</u>				
Sub Total 1470 City Engineer	<u>48,955.00</u>				
1510 Civil Service Commission					
Personnel	3,000.00	-	<u>3,000.00</u>		
Other	<u>22,900.00</u>	<u>11,000.00</u>	<u>33,900.00</u>	C	Additional testing fees for Fire
Sub Total 1510 Civil Service	<u>25,900.00</u>	<u>11,000.00</u>	<u>36,900.00</u>		11,000.00
1520 City Planning Commission					
Personnel	2,500.00				
Other	<u>2,500.00</u>				
Sub Total 1520 City Planning	<u>5,000.00</u>				
1530 Board of Zoning Appeals					
Personnel	3,000.00				
Other	<u>2,150.00</u>				
Sub Total 1530 Board of	<u>5,150.00</u>				
1540 Architectural Review Board					
Personnel	3,000.00				
Other	<u>1,400.00</u>				
Sub Total 1540 Architectural	<u>4,400.00</u>				
1600 General City Administration					
Personnel	72,275.00	-	<u>72,275.00</u>		
Other	<u>417,600.00</u>	<u>80,000.00</u>	<u>497,600.00</u>	D	Additional fuel costs for CHUH SB
Sub Total 1600 General City	<u>489,875.00</u>	<u>80,000.00</u>	<u>569,875.00</u>		80,000.00
1610 Mayor's Office					
Personnel	216,661.00				
Other	<u>21,825.00</u>				
Sub Total 1610 Mayor's Office	<u>238,486.00</u>				
1620 City Council					
Personnel	161,055.00				
Other	<u>28,200.00</u>				
Sub Total 1620 City Council	<u>189,255.00</u>				
1630 Finance Department					
Personnel	253,525.00				
Other	<u>419,450.00</u>				
Sub Total 1630 Finance	<u>672,975.00</u>				
1640 Law Department					
Personnel	93,360.00				
Other	<u>220,500.00</u>				
Sub Total 1640 Law	<u>313,860.00</u>				
1650 Civic Engagement					
Personnel	90,825.00				
Other	<u>40,300.00</u>				
Sub Total 1650 Civic	<u>131,125.00</u>				

CITY OF UNIVERSITY HEIGHTS
Appropriation Amendment #1
For the year ending December 31, 2023
Ordinance No. 2023 -

	2023 Original Budget	Budget Amendment No. 1	Revised 2023 Budget		
1660 Community Relations					
Other	66,900.00				
Sub Total 1660 Community	66,900.00				
1999 Transfers					
Other	382,000.00	2,662.51	384,662.51	E	Transfer opioid monies to Fund 255
Sub Total 1999 Transfers	382,000.00				
Sub Total 100 General Fund	17,204,206.00				
200 Street Maintenance Fund					
1430 Street Maintenance and Repair					
Personnel	222,225.00				
Other	1,369,005.00				
Sub Total 1430 Street	1,591,230.00				
1470 City Engineer					
Other	79,000.00				
Sub Total 1470 City Engineer	79,000.00				
Sub Total 200 Street	1,670,230.00				
201 Sewer & Water Maintenance Fund					
1440 Sewer and Water Maintenance					
Personnel	168,035.00	0.00	168,035.00		
Other	625,650.00	565,000.00	1,190,650.00	F	To fund Saybrook Water project fully funded by CWD/Federal lobbyist
Sub Total 1440 Sewer and	793,685.00	565,000.00	1,358,685.00		
1470 City Engineer					
Other	25,000.00				
Sub Total 1470 City Engineer	25,000.00				
Sub Total 201 Sewer &	818,685.00				565,000.00
202 Shade Tree Maintenance Fund					
1450 Shade Tree Maintenance					
Personnel	42,425.00				
Other	212,500.00				
Sub Total 1450 Shade Tree	254,925.00				
Sub Total 202 Shade Tree	254,925.00				
203 Street Lighting Fund					
1460 Street Lighting					
Other	228,000.00				
Sub Total 1460 Street Lighting	228,000.00				
Sub Total 203 Street	228,000.00				
210 Police Pension Fund					
1110 Police Department					
Personnel	150,000.00	60,000.00	210,000.00	G	To support additional tax collections for pensions
Sub Total 1110 Police	150,000.00	60,000.00	210,000.00		
Sub Total 210 Police	150,000.00	60,000.00	210,000.00		60,000.00
211 State & Local Law Enforcement Fund					
1110 Police Department					
Other	10,200.00				
Sub Total 1110 Police	10,200.00				
Sub Total 211 State & Local	10,200.00				
212 Federal Law Enforcement Fund					
1110 Police Department					
Other	8,000.00				
Sub Total 1110 Police	8,000.00				
Sub Total 212 Federal Law	8,000.00				
213 Community Diversion Grant Fund					
1110 Police Department					
Other	10,000.00				
Sub Total 1110 Police	10,000.00				
Sub Total 213 Community	10,000.00				
214 BCI & FBI Fee Fund					

CITY OF UNIVERSITY HEIGHTS

Appropriation Amendment #1
 For the year ending December 31, 2023
 Ordinance No. 2023 -

	2023 Original Budget	Budget Amendment No. 1	Revised 2023 Budget	
1110 Police Department				
Other	1,000.00			
Sub Total 1110 Police	<u>1,000.00</u>			
Sub Total 214 BCI & FBI Fee	<u>1,000.00</u>			
220 Fire Pension Fund				
1120 Fire Department				
Personnel	145,000.00	<u>60,000.00</u>	<u>205,000.00</u>	H To support additional tax collections for pensions
Sub Total 1120 Fire	<u>145,000.00</u>	<u>60,000.00</u>	<u>205,000.00</u>	
Sub Total 220 Fire Pension	<u>145,000.00</u>	60,000.00	205,000.00	60,000.00
221 Ohio Department of Public Safety (ODPS) Grant Fund				
1120 Fire Department				
Other	24,000.00			
Sub Total 1120 Fire	<u>24,000.00</u>			
Sub Total 221 Ohio	<u>24,000.00</u>			
222 Federal Emergency Management Agency (FEMA) Grant Fund				
1120 Fire Department				
Other	18,000.00			
Sub Total 1120 Fire	<u>18,000.00</u>			
Sub Total 222 Federal	<u>18,000.00</u>			
230 Ohio Board of Building Standards Fee Fund				
1210 Building Department				
Other	4,000.00			
Sub Total 1210 Building	<u>4,000.00</u>			
Sub Total 230 Ohio Board	<u>4,000.00</u>			
231 Construction Deposits Fund				
1210 Building Department				
Other	6,000.00			
Sub Total 1210 Building	<u>6,000.00</u>			
1470 City Engineer				
Other	1,000.00			
Sub Total 1470 City Engineer	<u>1,000.00</u>			
Sub Total 231 Construction	<u>7,000.00</u>			
232 Street Opening Deposit Fund				
1210 Building Department				
Other	500.00			
Sub Total 1210 Building	<u>500.00</u>			
Sub Total 232 Street	<u>500.00</u>			
240 University Square TIF Fund				
1250 TIF Accounting				
Other	420,000.00	<u>(120,000.00)</u>	<u>300,000.00</u>	I
Sub Total 1250 TIF	<u>420,000.00</u>	<u>(120,000.00)</u>	<u>300,000.00</u>	
Sub Total 240 University	<u>420,000.00</u>	<u>(120,000.00)</u>	<u>300,000.00</u>	(120,000.00)
250 Performance Bond Fund				
1210 Building Department				
Other	1,000.00			
Sub Total 1210 Building	<u>1,000.00</u>			
1600 General City Administration				
Other	4,000.00			
Sub Total 1600 General City	<u>4,000.00</u>			
Sub Total 250 Performance	<u>5,000.00</u>			
297 Local Corona Virus Relief and ARPA				
1430 Street Maintenance and Repair				
Other	0.00	<u>166,924.89</u>	<u>166,924.89</u>	J Remaining ARPA proceeds to cover 2023 street program
Sub Total 1430 Street	<u>0.00</u>	<u>166,924.89</u>	<u>166,924.89</u>	
Sub Total 297 Local Corona Virus relief and ARPA	<u>0.00</u>	166,924.89	166,924.89	166,924.89
300 General Obligation Debt Fund				

CITY OF UNIVERSITY HEIGHTS
Appropriation Amendment #1
For the year ending December 31, 2023
Ordinance No. 2023 -

	2023 Original Budget	Budget Amendment No. 1	Revised 2023 Budget	
1600 General City Administration				
Other	136,000.00			
Sub Total 1600 General City	136,000.00			
Sub Total 300 General	136,000.00			
400 General Capital Improvements Fund				
1100 Public Safety				
Other	32,000.00			
Sub Total 1100 Public Safety	32,000.00			
1110 Police Department				
Other	172,000.00			
Sub Total 1110 Police	172,000.00			
1120 Fire Department				
Other	568,760.00			
Sub Total 1120 Fire	568,760.00			
1400 Public Service Department				
Other	141,700.00			
Sub Total 1400 Public Service	141,700.00			
1600 General City Administration				
Other	128,000.00			
Sub Total 1600 General City	128,000.00			
Sub Total 400 General	1,042,460.00			
401 Sewer & Water Capital Improvements Fund				
1440 Sewer and Water Maintenance				
Other	91,635.00			
Sub Total 1440 Sewer and	91,635.00			
Sub Total 401 Sewer &	91,635.00			
800 University Heights City Beautiful Corporation				
2200 Community Improvement Corporation				
Other	7,425.00			
Sub Total 2200 Community	7,425.00			
Sub Total 800 University	7,425.00			
Report Total :	\$ 22,256,266.00	\$ 861,521.50	\$ 23,117,787.50	\$ 861,521.50

CITY OF UNIVERSITY HEIGHTS

Appropriation Amendment #1

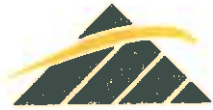
For the year ending December 31, 2023

Ordinance No. 2023 -

2023
Original
Budget

Budget
Amendment
No. 1

Revised
2023
Budget



GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Cleveland Office

5595 Transportation Blvd
Suite 100
Cleveland, OH 44125

tel 216.518.5544
fax 216.518.5545
www.gpdgroup.com

August 30, 2023
2022003.03

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

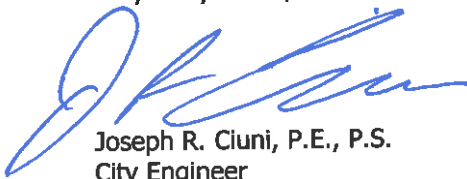
RE: 2023 Road Program – Change Order for Storm Damage

Dear Mayor Brennan:

The City experienced a sever storm event on Thursday Aug. 24, 2023. A large Tree on Ashurst Road was uprooted and it damaged the pavement, curb, underdrains and sidewalk. The City requested the 2023 Road Program Contractor to submit a price to repair the damage. Attached is his quote for \$5,754 for the known items to repair.

Since there are some unknowns (until we begin construction all the damage will not be known), it is our recommendation to approve a Change Order to the contract for \$8,000. We will track the quantities of items to be repaired, and if we do not need the entire \$8,000 it will not be paid to the contractor.

Very Truly Yours,



Joseph R. Ciuni, P.E., P.S.
City Engineer

Cc: Allen Pennington, Service Director
File 2022003.08

THE C. A. AGRESTA CONSTRUCTION CO.

EXCAVATING AND PAVING CONTRACTORS

4186 GREENVALE ROAD
SOUTH EUCLID, OHIO 44121

August 29, 2023

GPD Group
Attn: Joseph R. Ciuni, PE PS
5595 Transportation Blvd. Suite 100
Cleveland, OH 44125

RE: Storm Damage Work - City of University Heights

Dear Mr. Ciuni,

As per your request, we are pleased to quote the following:

- | | | | |
|---|------------------------------|-----------|------------------|
| 1. Removal and disposal of stump, logs, and tree debris. | Price Quoted: Lump Sum: | Lump. | \$ 3,454.00 |
| 2. Replace 30 lf ± four inch drain tile | Price Quoted: \$20.00 per lf | Est. Cost | \$ 600.00 |
| 3. Remove and replace 30 lf ±curb | Price Quoted: \$40.00 per lf | Est. Cost | \$ 1,200.00 |
| 4. Remove and replace 4" sidewalk | Price Quoted: \$12.00 per sf | Est. Cost | TBD |
| 5. Restoration and seeding & mulching of the treelawn
(sidewalk to curb) | | | <u>\$ 500.00</u> |
| Estimated Cost Plus Sidewalk | | | \$ 5,754.00 |

Final cost will be determined by actual field measurements.

Sincerely,

C. A. Agresta Construction Company



John Agresta
President

**Ordinance
2023-50
to be
provide
ASAP**



Dustin Rogers
 Chief of Police
 (216) 932-1160

MEMORANDUM

City of University Heights Division of Police

2304 Warrensville Center Road
 University Heights, Ohio 44118



UNIVERSITY HEIGHTS

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

TO: Michael Dylan Brennan, Mayor / Safety Director
 City Council, University Heights
 Luke McConville, Law Director
 Dennis Kennedy, Finance Director

FROM: Dustin Rogers, Chief of Police *DR*

DATE: August 29, 2023

RE: 2023 Solon Jail Proposed 3-year Contract Extension

For the past 6 years Solon Jail has provided an effective, efficient, professional, and just service for the city while fulfilling our prisoner housing needs.

Regarding the attached 2023 Solon Jail proposed 3-year contract extension:

- This proposed agreement would extend the Solon Jail prisoner housing services for the city an additional 3 years thru 09-30-26.
- The proposed base price of \$88,800 annually/\$7,400 monthly is the same figure as the last 2 previous 2-year agreements (the last 4 years).
 - Prisoner medical expenses are in addition to the base price, and a very rough estimate for medical expenses is a few hundred dollars a month/approximately \$3,600 a year.
- The proposed agreement would require the city to appropriate \$110,000.00 for Solon Jail services.
- The 2023 Solon Jail contract proposal is practically identical to the previous 2-year contract; however, provisions relating to credits and extra fees based upon the number of prisoner bookings/days have been removed, and the appropriation amount required was increased by \$10,000.

The attached 08-31-23 regional jail services assessment by our department's Jail Administrator again identifies Solon Jail as our best option for prisoner housing needs.

Considering the aforementioned, it is my perspective that the agreement terms proposed seem reasonable at this time. It is my understanding that this agreement is also intended to be considered by Solon's legislative process during this month, and the current 2-year agreement in place is set to expire on September 30th 2023.

At this time, I respectfully recommend entering into the 3-year contract extension with Solon Jail to provide prisoner housing services for the city through 09-30-26, and I respectfully request administrative and legislative approval for the city to enter into this agreement accordingly.

Thank you in advance for any possible consideration regarding this matter.

Attached: Proposed 2023 Solon Jail 3-Year Contract
 Regional Jail Services Assessment
 Solon Jail Housing/Booking Data

**AGREEMENT
BETWEEN THE CITY OF SOLON
AND THE CITY OF UNIVERSITY HEIGHTS
FOR
PRISONER HOUSING SERVICES**

The **CITY OF SOLON** ("Solon") and the **CITY OF UNIVERSITY HEIGHTS** ("University Heights") agree as of the 1st day of October, 2023 ("Effective Date") that University Heights may use the City of Solon Jail Facility ("Facility") for persons to be incarcerated by legal authority of University Heights or its court systems.

INFORMATION:

CITY: City of University Heights
ADDRESS: 2300 Warrensville Center Road
CITY: University Heights **STATE:** Ohio **ZIP:** 44118
PHONE: 216-932-1800
CONTACT: Chief Dustin Rogers

TERM:

This Agreement shall be in effect beginning on the Effective Date first stated above and shall end on the same date Thirty-six months thereafter, unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into three (3) consecutive twelve-month periods referred to as "Contract Years." Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advance notice.

In the event that this Agreement is cancelled by the City of Solon prior to its expiration, University Heights shall be entitled to a one-time credit on account equal to no more than one month's Base Amount due for annualized service costs as specified below.

In the event that this Agreement is cancelled by the City of University Heights prior to its expiration, University Heights shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement.

ANNUALIZED SERVICE COSTS:

University Heights agrees to pay Solon eighty-eight thousand eight hundred dollars and 00/100 (\$88,800.00) per annum as compensation for confining, supervising, boarding and providing other services for any and all prisoners, subject to the credit and additional fee provision below, plus additional and medical care costs, as agreed to in this Agreement. Solon shall send an invoice to University Heights periodically, but no more frequently than monthly: monthly invoices shall have a base amount due of \$7,400.00 ("Base Amount"), plus other accrued charges as specified below. Solon has the right to assess 1% interest per month on any unpaid invoice after sixty (60) days

from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by University Heights. Solon shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

Solon agrees to provide University Heights with a monthly count of prisoner bookings and prisoner days.

THE CITY OF UNIVERSITY HEIGHTS AGREES TO AND/OR WILL:

1. Transport prisoners to the Facility as needed by University Heights Police, subject to Solon notifying University Heights that it does not have sufficient capacity to accept any more prisoners or that prisoners cannot be housed due to medical/psychological/dental/vision, legal, or other extraordinary circumstance.
2. Pay charges as specified on this Agreement directly to the City of Solon, as billed.
3. Assume responsibility for costs associated with all medical/psychological/dental/vision care, prescription medication, and/or other extraordinary costs or services that may arise from Solon's confinement of University Heights's prisoners.
4. Assume responsibility that all appropriate and necessary legal documents are served on those persons incarcerated by University Heights, with required copies to Solon.
5. Assume responsibility for the transportation and appearance of University Heights's prisoners at all in-person court/legal proceedings.
6. Supply the City of Solon Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
7. Assume responsibility for the timely notice of release of inmates incarcerated by University Heights.
8. Assign to the City of Solon any rights of revenue or collection from any third party regarding any sentenced prisoner that the County will pay housing or medical reimbursement for to University Heights.
9. Maintain liability insurance or an equivalent insurance rider in an amount not less than \$500,000 per incident or \$1,000,000 per annum for any prisoner housed or confined by the City of Solon as authorized by University Heights.
10. Ohio Revised Code 5705.41 requires that University Heights certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. University Heights and Solon agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon

public safety needs within University Heights. University Heights, in accordance with Ohio Revised Code 5705.41 will initially certify this agreement for \$110,000.00. In the event that services provided by Solon are anticipated to exceed the initial certification amount, as determined by the fiscal officer of University Heights, and/or exceed the initial certification amount, University Heights agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from University Heights's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of University Heights.

THE CITY OF SOLON AGREES TO AND/OR WILL:

1. Accept prisoners transported to the Facility by the University Heights Police Department, except when Solon has notified University Heights that it cannot accept the prisoner (s) from University Heights due to housing availability or medical/psychological condition.
2. Perform City of Solon required booking functions and processing, with records access to the University Heights Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for University Heights.
4. Provide and complete (with information provided by the University Heights Police Department) the necessary and appropriate forms for reception, booking, and release.
5. Provide video arraignment services from the Facility to the Shaker Heights Municipal Court at no additional cost to University Heights,
6. Facilitate emergency medical/psychological/dental/vision care to prisoners of University Heights, including emergency transportation to a hospital or mental facility as determined by the City of Solon Fire Department and/or the Jail Staff Physician at University Heights's cost. The City of Solon Fire Department and/or the Jail Staff Physician shall provide routine medical care at no additional cost to University Heights.
7. Notify the University Heights Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
8. In the event that University Heights's prisoner is treated as a patient at any medical facility, the University Heights Police will maintain responsibility for security for their prisoner while at that facility. The City of Solon will provide a police officer or correction officer for a reasonable period of time, not to exceed one hour. The City of Solon agrees to provide notice to University Heights's Chief of Police or the Chief's designee in a timely manner of the need for University Heights to provide such security. If the University Heights Police Department cannot provide security within the one hour timeframe, Solon will continue to guard the inmate at an hourly rate of 1.5 times the top hourly rate under the officer's

collective bargaining agreement or highest statutorily established rate of pay. Hourly charges will be included on the periodic invoice.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF SOLON

CITY OF UNIVERSITY HEIGHTS

Edward H. Kraus, Mayor

Michael Dylan Brennan, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Thomas Lobe, Esq., Director of Law

Luke McConville, Esq. Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Dennis Kennedy, Fiscal Officer

Number _____

Effective _____

Division of Police
City of University Heights, Ohio
Inter-Departmental Memorandum

TO: Chief Rogers

Date: August 31, 2023

FROM: Lt. Kinley

TOPIC: Jail Services

.....

I have compiled the following information on jail services available within

Cuyahoga County and one facility in Geauga County:

There are only four full-service jails in Cuyahoga County:

Cuyahoga County Jail in downtown Cleveland

North Royalton City Jail

Parma City Jail

Solon City Jail

Gauga County Sheriff's Department maintains a full-service jail as well.

There are several cities within Cuyahoga County that maintain 12 day jails.

I will start with the 12 day jails. As far as I can tell from my research and contacts both at the city levels and through the State Jail Inspector, there are no 12 day jails currently accepting prisoners from other cities on a full-time contractual basis. Some cities will accept prisoners from other cities on an emergency basis for short-term housing (1-3 days) on either a per diem rate on average of \$75-100/day, or on a short term mutual aid basis for contiguous cities.

Based on this information, it would be unadvisable to rely on or attempt to enter into any type of agreement with a 12 day jail facility. When you factor in the 12 day limitation, it creates an even larger burden due to trying to schedule court hearings within that time constraint. Most of the 12 day facilities also have limited space as well, which would also create logistical issues if we had to potentially house prisoners in several different facilities at one time and keep track of who is where, what the different rules are, costs, etc.

As far as the full-service facilities are concerned, the choices are very limited.

Parma Jail is not accepting any new outside contracts as they are at capacity with the other agencies they already service, not to mention the distance.

North Royalton is a full service jail, however, no response was made after multiple attempts for updated information/status. As of 2 years ago, they were not accepting any new contracts, but could house on an emergency basis at the rate of \$80/day. Considering the lack of available space region wide, I have no reason to believe that this has changed other than perhaps the daily rate. We utilized North Royalton several years ago and the drive alone made it impractical as it took an average of 45 minutes one way.

Cuyahoga County Jail downtown is not accepting any contracts. The County jail and its administrative staff are in a constant state of flux with no end in sight as they are currently trying to figure out where to build a new facility.

Solon City Jail is our current contracted facility and is working well to service our needs. We, along with Shaker Heights, Twinsburg, Bedford, and Oakwood Village are the only cities that have contracts with Solon and they are not accepting any other contracts. We are fortunate to have this facility at our disposal and would surely lose the ability to go back on a contract basis if we were to go elsewhere, as jail space is currently the hottest commodity in the region.

Geauga County Jail does have contract bed space available in their 180 bed facility at this time, however, I was unable to speak to the jail administrator prior to deadline to verify specifics. They do have contracts with Cuyahoga County, Summit County, ICE, and several other communities. The rate was \$77.00/day two years ago and would likely be about the same amount, perhaps slightly higher due to inflation. We would pay for the day in, but not the day out. It would be billed monthly based on use. Medical expenses, if incurred, are additional. They do have video capabilities as well as BAC and fingerprinting. They would not consider a set, flat contractual yearly rate, only the daily rate. Their facility is right next to University Hospitals Geauga Campus and they also have their own medical staff, which tends to reduce the medical issues that may arise. The downside is the distance. The jail is on State Route 44 in Munson, about half-way between State Route 87 and State Route 322. Without traffic, the drive is at least 35 minutes one way. With traffic and during the Winter, the drive time would increase significantly, not to mention when a prisoner would have to be transported to the Cuyahoga County Jail, the drive time would be outrageous. As Jail Administrator, I have to go to the jail 2-3 times a week on average to deal with various issues; from completing court paperwork to conducting video hearings, to transporting prisoners to the County Jail. I am usually gone anywhere from one and one-half to 3 hours depending on the situation. That time would increase if we utilized Geauga County, which would then also take time away from my other obligations. As you can see, there are pros and cons to using this facility, and they would need to be considered fully before choosing to switch.

In my opinion and having been the Jail Administrator off/on since 1996, Solon Jail remains the best option. Barring us building our own full-service jail and extending contracts to other cities to subsidize it, our options are limited.

University Hts.

Contract Year 10/01 to 9/30

	Housing Days	Inmates Booked
2018-2019	760	170
2019-2020	570	112 COVID Year
2020-2021	507	100 COVID Year
2021-2022	375	91
2022-2023 Through July 30, 2023	177	71
3 year average (2019-2022)	484	101

ORDINANCE NO. 2023-48

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

AN ORDINANCE ACCEPTING A PROPOSAL FROM SCS ENGINEERS FOR CONSULTING SERVICES TO DEVELOP A PLAN FOR IMPLEMENTATION OF LOOSE RECYCLING FOR \$28,500, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN A CERTAIN PROPOSAL, AND DECLARING AN EMERGENCY

WHEREAS, the City enacted an ordinance requiring residential recyclable materials to be collected loose (unbagged) with continued side/backyard service to all residents;

WHEREAS, the City wishes to have SCS Engineers provide consulting services to make recommendation on implementation of a cost-effective plan for delivering loose recycling services to residents;

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

Section 1. Council hereby accepts a Proposal from SCS Engineers to perform consulting services to make recommendation on implementation of a cost-effective plan for delivering loose recycling services to residents at a cost not to exceed \$28,500, on the terms and conditions as set forth in the Proposal attached as Exhibit A hereto, which is incorporated herein by reference as if fully rewritten. Council further authorizes the Mayor to enter into a contract with SCS Engineers on terms substantially similar in all material respects to the terms and conditions outlined in the Proposal, and to take all necessary steps to enter into said contract.

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 City wishes to implement a plan for loose recycling as expeditiously as possible; 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 Proposal)

August 18, 2023
90000003.02

Sent via email to: mdb@universityheights.com

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

Subject: Recycling Collection Alternatives and Associated Costs

Dear Mayor Brennan:

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

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

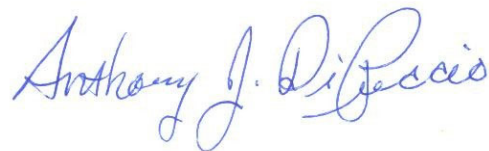
We propose to complete this project for a fixed fee of \$28,500. The description of our proposed scope of services and work plan are on the following pages.

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

Sincerely,



Stacey T. Demers
Vice President
SCS Engineers



Anthony J. DiPuccio, PE
Vice President
SCS Engineers



OUR UNDERSTANDING

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

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

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

SCOPE OF SERVICES AND PROJECT APPROACH

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

Scope of Proposed Services

Assess Existing System

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

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

Observe Trash and Recycling Collection Operations

As requested by the City Council, we will observe existing trash and recycling collection operations for four days, focusing on neighborhoods with larger families and higher waste quantities. Impressions on how the collection system could be more efficient will be solicited from collection staff during this time. Observations and staff impressions will factor into the plan for collecting loose recyclables.

We will interview at least two Laborer Service Staff who collect trash (rubbish) and recycling.

Develop Collection Alternatives

Through one or two virtual meetings with the Service Director, Allen Pennington, we will identify/define the primary characteristics for collecting loose recyclables through side/backdoor service. Labor and equipment requirements will be identified as well as a narrative that describes

the new collection process. SCS will prepare a summary memo that describes the proposed recycling collection process to confirm understanding.

As requested by the City Council, we will also interview the following on their impressions of the trash and recycling collection system:

- Finance Director Kennedy
- Councilwoman Sax

Develop Costs for Collection Alternatives

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

Presentation to City Council

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

Cost

Our proposed cost for this collection desktop study is \$28,500. We anticipate the project duration to be between six and eight weeks, depending on staff availability and timely delivery of data and information regarding the existing collection operation.

COMPANY INFORMATION

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

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

Rate & Management Consulting Expertise

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

Budgeting, billing/policy reviews, and efficiency improvements are at the core of our Management Services practice. We also possess comprehensive knowledge covering the entire spectrum of solid waste industry issues. The professionals on SCS's project team for this assignment have completed

rate studies, financial assessments, capital plans, strategic plans, program assessments, system evaluations, privatization evaluations and/or other financial evaluations and modeling efforts.

What Sets Us Apart

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

- We offer **customized financial solutions** with an easy-to-understand interface. Our tools simplify the decision-making process, allowing you to consider your options in a **visual format**.
- We are **experienced in clearly communicating results** in meetings and public settings, which often dictates whether recommendations will be welcomed or challenged by decision makers.
- We have **time and commitment** to be dedicated to your needs.

Other Selected Collection & Management Services Capabilities

Strategic & Financial Advisory	<ul style="list-style-type: none"> • Zero Waste Plans • Business Advisory Services • Feasibility Analysis 	<ul style="list-style-type: none"> • Waste Generation Studies • Cost-Benefit Analysis • Affordability Analysis
Organizational Assessments	<ul style="list-style-type: none"> • Organizational Structure • Labor/Operational Benchmarking • Customer Billing & Service Reviews • Special Event Diversion Planning 	<ul style="list-style-type: none"> • Operational Analysis & Process Improvements • Benchmarking of Services & Fees • Performance Reviews
Financial & Economic Analysis	<ul style="list-style-type: none"> • Rate Studies • Cost of Service Studies • Alternative Rate Structures • Indirect Cost Apportionment • Public/Private Partnerships 	<ul style="list-style-type: none"> • Hauler Audits • Development Fees • Non-Ad Valorem Assessments • Zero Based Budgeting • Impact Fees
Program Planning & Development	<ul style="list-style-type: none"> • Collection Assessments • Diversion Program Development • Construction/Demolition Diversion • LEED Certification • Evaluation of Plan Alternatives 	<ul style="list-style-type: none"> • Public-Private Partnership Planning • Fleet/Equipment Replacement Plans • Sustainability Plans • CIP/Asset Management Plans

Other Consulting Services

- Public Education Campaign
- Expert Witness Testimony
- Public Education Programs
- Public Meetings
- Regulatory Reporting
- Workshops and Seminars
- Reserve Fund Analysis
- Contract Management Solutions
- Ordinance Review
- Negotiation Facilitation

OUR TEAM OF EXPERTS

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

VITA QUINN, MBA | Project Manager



EDUCATION

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

RELEVANT PROFESSIONAL AFFILIATIONS

Solid Waste Association of North America, American Public Works Association

SELECTED RATE & COST OF SERVICE STUDIES

- Village of New Lothrop, MI – Wastewater/Stormwater Asset Management Plan
- City of Myrtle Beach, SC – Collections Rate & Transfer Fee Study / Billing Analysis
- City of Brownsville, TX – 5-Year Financial Services/Rate Studies
- Stanford University, CA – Annual Solid Waste Rate Studies
- City of Anaheim, CA – Resort Assessment District Revenue Sufficiency Analysis / Solid Waste Revenue Sufficiency Analysis and Updates
- City of Council Bluffs, IA – Landfill and Recycling Center Revenue Sufficiency Analysis
- City of Monrovia, CA – Hauler Rate Analysis
- Reno County, KS – Annual Rate Model Updates/Reserve Calculation
- Broward County, FL – Revenue Development & Benchmarking for Proposed Independent Authority
- City of Bristol, VA – Solid Waste Collection Rate Study
- City of Wauchula, FL – Solid Waste Rate Study
- City of Davis, CA – Solid Waste Rate Study
- Greenville County, SC – Solid Waste Tipping Fee Study
- City of Cocoa, FL – Integrated Utility Analysis, Regional Water Rate Development
- City of Atlanta, GA – Solid Waste Rate & Utility Billing Study
- Ft Lauderdale, FL – General Fund, Water, Sewer, Stormwater, Sanitation, Spec Rev Funds Analysis
- City of Sheridan, WY – Water, Sewer, & Solid Waste Rate and Financial Plan Updates
- Junction City, OR – Water, Sewer, and Sanitation Rate Study
- Nassau County, FL – Rate Study, Customer Deposit Review, Miscellaneous Fee Development
- City of Tempe, AZ – Solid Waste Rate Design
- City of Denton, TX – Utilities Rate Study and Benchmarking
- Culver City, CA – Solid Waste Rate Study

- City of Grand Island, NE – Landfill Tipping Fee Study and Capital Feasibility Analysis
- City of Dothan, AL – Environmental Svcs Rate Study
- City of New Braunfels, TX – Solid Waste Management Plan Update and Rate Study
- City of West Palm Bch, FL – Solid Waste Rate Study
- City of Odessa, TX – Solid Waste Management Plan
- City of Sheridan, WY – Tipping Fee Study and Financial Assurance Estimates
- City of Port Orange, FL – Water & Sewer Rate Study
- Okaloosa County, FL – Water & Wastewater Revenue Sufficiency Analyses
- City of Galveston, TX – Water and Sewer Rate Study and Benchmarking Analysis
- Clay County Utility Authority, FL – Water & Sewer Revenue Sufficiency, Lakes Replenishment Program Funding Analysis, and Comparative Impact Fee Study
- City of Neptune Beach, FL – Water & Sewer Revenue Sufficiency Analysis
- City of Temple Terrace, FL – Solid Waste and General Fund Integrated Analysis
- Indian Creek Village, FL – General Government Financial Sustainability Analysis
- City of Virginia Beach, VA – Solid Waste Revenue Sufficiency Analysis
- Yakima County, WA – Solid Waste Management Plan and Rate Study
- City of Killeen, TX – Solid Waste Rate Study
- City of St. Cloud, FL – General Fund & Utility Integrated Analysis (Water, Sewer, Bulk Water)
- Indian Creek Village, FL – Water and Stormwater Revenue Sufficiency Analysis
- Village of Pinecrest, FL – Stormwater Fee Study
- Cass County, IA – Landfill Revenue Sufficiency
- City of Coconut Creek, FL – Water/Wastewater Utility Rate Study
- City of Cape Coral, FL – Water & Sewer Rate Study
- City of Alliance, NE – Landfill Revenue Sufficiency
- Town of Mount Dora, FL – Stormwater Rate Study
- City of Clearwater, FL – Water, Sewer, and Solid Waste Revenue Sufficiency Analysis
- City of Zephyrhills, FL – General Fund Financial Sustainability Analysis
- City of Fort Myers, FL – General Fund Financial Sustainability Analysis
- City of New Port Richey, FL – General Fund and Utility Financial Sustainability Analysis

RECENT ECONOMIC/PROGRAM/FUNDING ANALYSIS

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

- Oklahoma City, OK – Analysis of Brownfields Capital Projects Funding/Database
- City of Omaha, NE – Bid Evaluation Forms for Capital Financing
- Town of Longboat Key, FL – Beach Renourishment Tax Program Update
- City of Waynesboro, Virginia, Solid Waste Collections System and Recycling Evaluation
- City of Lynn Haven, FL – Fiscal Impact Analysis
- City of New Port Richey, FL – General Fund Indirect Cost Allocation
- Plant City, FL – General Fund Fiscal Impact Analysis

OTHER RECENT PROJECTS

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

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



EDUCATION BS – Statistics, Virginia Polytechnic and State University

EXPERIENCE

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

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

BENCHMARKING & OUTREACH

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

ECONOMIC/FEASIBILITY ANALYSIS

- Frederick County, VA – Economic Analysis of Programs
- Northern Shenandoah Valley Regional Commission, VA - Evaluation of Regional Program Alternatives
- University of Maryland - Feasibility of Residential Program Alternatives
- District of Columbia - Facility Needs Assessment
- Rockbridge County, VA – Program Evaluation
- Fairfax County, VA - Commercial Establishment Program Evaluation
- Pentagon Reservation – Evaluation of Program Alternatives

- Montgomery County, MD - Cooperative Pilot Program, Research Assistance, Feasibility of Program Recommendations
- Anne Arundel County, MD - Eval of Special Waste Handling
- City of College Park, MD - Efficiency and Equity of Municipal Services

STRATEGIC PLANS

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

FINANCIAL/RATE STUDIES

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

KELLYN MODLIN & SHER CARROLL | Financial & Management Analysts

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

