

RESOLUTION NO. 2023-76

INTRODUCED BY: ALL OF COUNCIL

A RESOLUTION DEDICATING THE GAZEBO AT WALTER STINSON PARK IN HONOR OF MAYOR SUSAN K. INFELD, IN RECOGNITION OF HER YEARS OF DEDICATED SERVICE TO THE CITY AND HER MANY ACCOMPLISHMENTS AS MAYOR AND AS A MEMBER OF COUNCIL.

WHEREAS, Susan K. Infeld served as a Councilperson for the City of University Heights from January of 1996 to December of 2007;

WHEREAS, Susan K. Infeld served as the Mayor of University Heights from January of 2010 until December of 2018;

WHEREAS, in 2012 Mayor Susan K. Infeld held a Town Hall meeting on March 12th to introduce the concept of the purchase of the former Fuchs Mizrachi school property to be become a central park for the City of University Heights;

WHEREAS, on April 16, 2012, Council approved Mayor Susan K Infeld purchasing the former Fuchs Mizrachi school site to begin to make that vision a reality;

WHEREAS, throughout the remainder of 2012 Mayor Susan K Infeld guided the demolition of buildings and preparation of the site for use as a park;

WHEREAS, Mayor Susan K. Infeld organized a citizen committee to guide the planning for the new University Heights park;

WHEREAS, Mayor Susan K. Infeld supported and worked for passage of the levy that funded the vision of the park that the committee developed;

WHEREAS, after its construction, Walter Stinson Park, fondly known as “the Walt,” has become a gathering place for children and adults of University Heights;

WHEREAS, the Walt has become an integral part of the lives of University Heights residents;

WHEREAS, Mayor Susan K Infeld saw the gazebo as the centerpiece and focal point of the Walt, which is now used for concerts and events.

WHEREAS, the members of the University Heights City Council, whose names are affixed below, wish to recognize the work of Mayor Susan K Infeld in making the Walter Stinson Park a reality and wish to name the gazebo in honor of that foresight and guidance. The Council further directs the administration to prepare and affix to the gazebo a plaque for all to read that reflects this resolution.

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

Section 1. Council hereby offers its sincerest thanks to Mayor Susan K. Infeld for her dedication, vision, and work in making Walter Stinson Park a reality, names the gazebo at the Walt the “Mayor Susan K. Infeld Gazebo,” and further directs the administration to prepare and affix to the gazebo a plaque for all to read that reflects this resolution. Council wishes Mayor Susan K. Infeld well in all of her future endeavors.

Section 2. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

MICHELE WEISS, VICE MAYOR

JOHN RACH, COUNCIL

SHERI SAX, COUNCIL

BRIAN KING, COUNCIL

THERESE MARSHALL, COUNCIL

WINIFRED WEIZER, COUNCIL

CHRISTOPHER COONEY, COUNCIL

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

RESOLUTION NO. 2023-85

INTRODUCED BY: ALL OF COUNCIL

**A RESOLUTION RECOGNIZING THE ACCOMPLISHMENTS OF
JOE CIUNI UPON HIS RETIREMENT AS CITY ENGINEER FOR
UNIVERSITY HEIGHTS**

WHEREAS, serving under three Mayors, Joe Ciuni has dedicated most of his professional life to making University Heights a better place to live as its City Engineer;

WHEREAS, Joe started out working with his father, the former City Engineer, and became City Engineer when his dad retired;

WHEREAS, the City Engineer does the heavy lifting for public works, including those things that residents take for granted until they do not work. Most are things critical for the well-being and efficient functioning of the City, but are hidden from view;

WHEREAS, Joe has used his talents to find unique solutions when money was tight, to ensure roads still could be paved and critical projects could be completed. Joe always found a way to get things done, and always had the best outcomes for the City in mind.

WHEREAS, Joe is not only a gentle man in nature but a true gentleman in how he treats all that he works with and meets.

WHEREAS, Joe is a long-time, former University Heights resident, and has actively participated in coaching youth soccer in the Heights for decades;

WHEREAS, University Heights council acknowledges the contributions Joe has made to all of us over his 30 plus year career and wishes him the best on his retirement. University Heights will miss him and his talents.

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

Section 1. Council hereby offers its sincerest congratulations and thanks to Joe Ciuni upon his retirement as City Engineer for University Heights, for his decades of dedication and outstanding service to the City and its residents. Council wishes Joe Ciuni all of the best in all of his future endeavors. Joe, you will be missed.

Section 2. 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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

MICHELE WEISS, VICE MAYOR

JOHN RACH, COUNCIL

SHERI SAX, COUNCIL

BRIAN KING, COUNCIL

THERESE MARSHALL, COUNCIL

WINIFRED WEIZER, COUNCIL

CHRISTOPHER COONEY, COUNCIL

PASSED: _____

ATTEST:


KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: HEALTH INSURANCE CONTRACT RENEWALS - 2024

DATE: DECEMBER 14, 2023

CC: KELLY THOMAS, CLERK OF COUNCIL

Our contracts for various health insurance contracts (medical, prescription, vision, dental, life) expire on December 31, 2023. Our health insurance consultants (Fedeli), have recommended that we accept a renewal contract with Medical Mutual of Ohio (MMO), for medical and prescription insurance, at an increased cost of 18.9%.

We have been operating on a two-year contract that started January 1, 2022 with MMO that contained a 7.5% increase in 2022 and no increase in 2023. Our claims in 2023 were disproportionately high for a group of our size. The vision portion of the MMO contract will extend into 2024 at its current rate (no increase).

Fedeli is also recommending we accept renewal rates with Guardian Insurance for 2024 for Dental and Life. Dental rates will decrease by 4% in 2024 if we renew. Life insurance rates will remain at their current levels.

The total estimated premium payable to MMO in 2024 will be \$1,658,649. Our current premium (2023) is approximately \$1,395,041. The increase in 2024 is expected to be \$263,608.

Dental rates in 2024 (through Guardian) will decrease from our current premium of \$69,408 to \$66,630.

All renewal rates/options were discussed with members of the healthcare committee comprised of employees in all unions and representatives of the non-union administrative staff. The consensus among the committee members was to accept the rates as proposed by Fedeli.

A representative from Fedeli will be at the Monday Council meeting to summarize their recommendations and review the process we went through to acquire proposals for 2024. I would respectfully request Council approve the recommendation of our consultant at the December 18, 2023 meeting via motion.

Here are some points that impact the rationale for an increase in 2024:

- **There are 25 high claimants over \$10,000 in claims that total \$1,214,105**
- Several high claimants are all ongoing and MMO is anticipating high dollar future claims
 - Some high claimants are also utilizing high-cost drugs to treat their condition
- We are coming off of a two-year rate guarantee and the risk is running above average
- **Loss Ratio is well over 100%**
- Premium paid to MMO is covering just the high claimants

2024 Employee Benefits Medical/Prescription, Dental and Vision Review – City of University Heights

Prepared by: **The Fedeli Group**

Submitted: November 20, 2023

Overview of Renewal and Request for Proposals

The City of University Heights has a fully-insured, medical, prescription and vision plan with Medical Mutual. The City of University Heights dental and life insurance is presently with Guardian. In anticipation of the January 1, 2024, plan renewal, The Fedeli Group prepared a comprehensive Request for Proposals (RFP) seeking competitive options from other insurers for all lines of business as it relates to the City of University Heights employee benefit coverages.

The original renewal released from Medical Mutual included an increase to the Medical and Prescription rates of 29.9% and the Vision rates received an initial increase of 21.8%. The Guardian renewals as they relate to the Dental benefits was an initial increase of 9.3% and the Life rates received a 0% increase to current rates.

After aggressively marketing the employee benefits program for 2024, we received quotes that were not competitive from United Healthcare and declines to quote (DTQ) from Aetna and Cigna. Anthem provided a quote at an increase of 16.4%, however the benefits quoted from Anthem were not a match to the current in-force benefit levels being offered to employees from Medical Mutual as they are not able to administer.

Medical Mutual has provided a revised renewal offering at an increase of 18.9% for Medical and Prescription and 0% for Vision, due to market data. Guardian has also revised the Dental renewal to a decrease of – 4%.

	2023 Premium	Estimated 2024 Premium	Increase Decrease	/
Medical & Prescription	\$1,395,041	\$1,658,649	18.9%	
Dental	\$69,408	\$66,630	- 4.0%	
Vision	\$14,134	\$14,134	0%	
Basic Life and AD&D	\$19,309	\$19,309	0%	

The Fedeli Group recommends the City of University Heights renew all lines of coverage currently in-force with Medical Mutual for 2024. The City has enjoyed the partnership with Medical Mutual and benefits from the unique network plan with Metro Health hospital as well as having no issues administering current benefits. The Fedeli Group also recommends renewing the Dental and Basic Life insurance with Guardian, due to the aggressive and favorable renewal pricing structure.

HealthCare Renewal and Review

Prepared for:
City of University Heights



THE
FEDELI  GROUP

Presented by:

Josh Lange, Vice President Employee Benefits
Crystal Dean, Client Manager

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Executive Summary

City of University Heights

Carrier / Vendor	Medical	Comments
Aetna	Declined	Rates not competitive
Anthem	Submitted	16.4% Increase
Cigna	Declined	Rates not competitive
Medical Mutual	Renewal	18.9% Increase
United Healthcare	Submitted	34.4% Increase

Medical & Pharmacy

City of University Heights

Effective Date: 01/01/2024

		Current						Renewal						
		MMO		MMO		MMO		MMO		MMO		MMO		
		PPO Plan		HSA Plan		CleCare		PPO Plan		HSA Plan		CleCare Plan		
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	
Deductible	Single	\$500	\$1,000	\$3,000	\$8,400	\$0	Not Covered	\$500	\$1,000	\$3,200	\$8,400	\$0	Not Covered	
	Family	\$1,000	\$2,000	\$6,000	\$16,800	\$0	Not Covered	\$1,000	\$2,000	\$6,400	\$16,800	\$0	Not Covered	
Coinsurance %		80%	60%	100%	70%	100%	Not Covered	80%	60%	100%	70%	100%	Not Covered	
OOP Max	Single	\$3,000	Unlimited	\$3,000	\$10,500	\$6,600	Not Covered	\$3,000	Unlimited	\$3,200	\$10,500	\$6,600	Not Covered	
	Family	\$6,000	Unlimited	\$6,000	\$21,000	\$13,200	Not Covered	\$6,000	Unlimited	\$6,400	\$21,000	\$13,200	Not Covered	
Preventative Exam		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Office Visit	PCP	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	
	Specialist	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	
Diagnostic Lab and X ray		80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered	80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered	
Emergency Room		Copay \$75	Copay \$75	100% after Ded	100% after Ded	Copay \$75	Copay \$75	Copay \$75	Copay \$75	100% after Ded	100% after Ded	Copay \$75	Copay \$75	
Urgent Care		Copay \$75	60% after Ded	100% after Ded	70% after Ded	Copay \$10	Not Covered	Copay \$75	60% after Ded	100% after Ded	70% after Ded	Copay \$10	Not Covered	
Rx:		Retail	Mail Order	Retail	Mail Order		Retail	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order	
Rx Deductible		N/A		RX COPAYS ARE AFTER			N/A		N/A		RX COPAYS ARE AFTER		N/A	
Tier One		\$5	\$10			\$3	\$6	\$5	\$10			\$3	\$6	
Tier Two		\$25	\$50			\$10	\$20	\$25	\$50			\$10	\$20	
Tier Three		\$40	\$80			\$15	\$30	\$40	\$80			\$15	\$30	
Day Supply		30 Days	90 Days			30 Days	90 Days	30 Days	90 Days			30 Days	90 Days	
Employee		15	\$679.83	2	\$606.72	4	\$662.65	15	\$883.44	2	\$786.31	4	\$861.11	
Family		45	\$1,903.55	1	\$1,688.98	8	\$1,855.40	45	\$2,473.66	1	\$2,192.72	8	\$2,411.09	
Monthly		\$95,857		\$2,902		\$17,494		\$124,566		\$3,765		\$22,733		
Annual		\$1,150,286		\$34,829		\$209,926		\$1,494,796		\$45,184		\$272,798		
Annual Total Fixed Cost				\$1,395,041						\$1,812,778				
\$ Adjustment				-						\$417,737				
% Adjustment				-						29.9%				

This is a summary of information and does not guarantee benefits.

In the event a discrepancy exists, the policy provisions or carrier proposal will prevail.

Medical & Pharmacy

City of University Heights

Effective Date: 01/01/2024

		Current						Revised Renewal					
		MMO		MMO		MMO		MMO		MMO		MMO	
		PPO Plan		HSA Plan		CleCare		PPO Plan		HSA Plan		CleCare Plan	
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible	Single	\$500	\$1,000	\$3,000	\$8,400	\$0	Not Covered	\$500	\$1,000	\$3,200	\$8,400	\$0	Not Covered
	Family	\$1,000	\$2,000	\$6,000	\$16,800	\$0	Not Covered	\$1,000	\$2,000	\$6,400	\$16,800	\$0	Not Covered
Coinsurance %		80%	60%	100%	70%	100%	Not Covered	80%	60%	100%	70%	100%	Not Covered
OOP Max	Single	\$3,000	Unlimited	\$3,000	\$10,500	\$6,600	Not Covered	\$3,000	Unlimited	\$3,200	\$10,500	\$6,600	Not Covered
	Family	\$6,000	Unlimited	\$6,000	\$21,000	\$13,200	Not Covered	\$6,000	Unlimited	\$6,400	\$21,000	\$13,200	Not Covered
Preventative Exam		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Office Visit	PCP	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered
	Specialist	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered
Diagnostic Lab and X ray		80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered	80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered
Emergency Room		Copay \$75	Copay \$75	100% after Ded	100% after Ded	Copay \$75	Copay \$75	Copay \$75	Copay \$75	100% after Ded	100% after Ded	Copay \$75	Copay \$75
Urgent Care		Copay \$75	60% after Ded	100% after Ded	70% after Ded	Copay \$10	Not Covered	Copay \$75	60% after Ded	100% after Ded	70% after Ded	Copay \$10	Not Covered
Rx:		Retail	Mail Order	Retail	Mail Order		Retail	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order
Rx Deductible		N/A		RX COPAYS ARE AFTER		N/A		N/A		RX COPAYS ARE AFTER		N/A	
	Tier One	\$5	\$10			\$3	\$6	\$5	\$10			\$3	\$6
	Tier Two	\$25	\$50			\$10	\$20	\$25	\$50			\$10	\$20
	Tier Three	\$40	\$80			\$15	\$30	\$40	\$80			\$15	\$30
	Day Supply	30 Days	90 Days			30 Days	90 Days	30 Days	90 Days			30 Days	90 Days
Employee		15	\$679.83	2	\$606.72	4	\$662.65	15	\$808.32	2	\$719.87	4	\$787.89
Family		45	\$1,903.55	1	\$1,688.98	8	\$1,855.40	45	\$2,263.32	1	\$2,006.69	8	\$2,206.07
Monthly		\$95,857		\$2,902		\$17,494		\$113,974		\$3,446		\$20,800	
Annual		\$1,150,286		\$34,829		\$209,926		\$1,367,690		\$41,357		\$249,601	
	Annual Total Fixed Cost			\$1,395,041						\$1,658,649			
	\$ Adjustment			-						\$263,608			
	% Adjustment			-						18.9%			

Medical & Pharmacy

City of University Heights

Effective Date: 01/01/2024

		Current						Proposal					
		MMO		MMO		MMO		Anthem		Anthem		Anthem	
		PPO Plan		HSA Plan		CleCare		PPO Plan 1		PPO Plan 2		HSA PLAN	
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible	Single	\$500	\$1,000	\$3,000	\$8,400	\$0	Not Covered	\$250	\$5,250	\$500	\$1,500	\$3,200	\$9,600
	Family	\$1,000	\$2,000	\$6,000	\$16,800	\$0	Not Covered	\$500	\$10,500	\$1,000	\$3,000	\$6,400	\$19,200
Coinsurance %		80%	60%	100%	70%	100%	Not Covered	90%	50%	80%	50%	100%	30%
OOP Max	Single	\$3,000	Unlimited	\$3,000	\$10,500	\$6,600	Not Covered	\$3,500	\$10,500	\$2,700	\$8,100	\$4,000	\$12,000
	Family	\$6,000	Unlimited	\$6,000	\$21,000	\$13,200	Not Covered	\$7,000	\$21,000	\$5,400	\$16,200	\$8,000	\$24,000
Preventative Exam		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Office Visit	PCP	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	Copay \$25	70% after Ded	Copay \$25	60% after Ded	Ded & Coins	Not Covered
	Specialist	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	Copay \$50	60% after Ded	Copay \$50	60% after Ded	Ded & Coins	Not Covered
Diagnostic Lab and X ray		80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered	100% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered
Emergency Room		\$75 Copay	\$75 Copay	100% after Ded	100% after Ded	\$75 Copay	\$75 Copay	Copay \$300	Copay \$300	Copay \$350	Copay \$350	Ded & Coins	Ded & Coins
Urgent Care		\$50 Copay	60% after Ded	100% after Ded	70% after Ded	10\$ Copay	Not Covered	Copay \$75	60% after Ded	Copay \$75	60% after Ded	Ded & Coins	Not Covered
Rx:		Retail	Mail Order	Retail	Mail Order		Retail	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order
Rx Deductible		N/A		RX COPAYS ARE AFTER		N/A		N/A		RX COPAYS ARE AFTER		N/A	
	Tier One	\$5	\$10			\$3	\$6	\$10	\$20	\$10	\$20	Med Ded \$10	Med Ded \$20
	Tier Two	\$25	\$50			\$10	\$20	\$40	\$100	\$40	\$100	Med Ded \$40	Med Ded \$100
	Tier Three	\$40	\$80			\$15	\$30	\$70	\$175	\$70	\$175	Med Ded \$70	Med Ded \$175
	Day Supply	30 Days	90 Days			30 Days	90 Days	30 Days	90 Days	30 Days	90 Days	30 Days	90 Days
Employee		15	\$679.83	2	\$606.72	4	\$662.65	4	\$674.68	15	\$730.56	2	\$520.03
Family		45	\$1,903.55	1	\$1,688.98	8	\$1,855.40	8	\$2,096.90	45	\$2,270.58	1	\$1,616.25
Monthly		\$95,857		\$2,902		\$17,494		\$19,474		\$113,135		\$2,656	
Annual		\$1,150,286		\$34,829		\$209,926		\$233,687		\$1,357,614		\$31,876	
	Annual Total Fixed Cost			\$1,395,041						\$1,623,177			
	\$ Adjustment			-						\$228,136			
	% Adjustment			-						16.4%			

This is a summary of information and does not guarantee benefits.

In the event a discrepancy exists, the policy provisions or carrier proposal will prevail.

Medical & Pharmacy

City of University Heights

Effective Date: 01/01/2024

		Current						Proposal			
		MMO		MMO		MMO		UHC		UHC	
		PPO Plan		HSA Plan		CleCare		PPO Plan		HSA Plan	
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible	Single	\$500	\$1,000	\$3,000	\$8,400	\$0	Not Covered	\$500	\$1,000	\$3,200	\$7,500
	Family	\$1,000	\$2,000	\$6,000	\$16,800	\$0	Not Covered	\$1,000	\$2,000	\$6,400	\$15,000
Coinsurance %		80%	60%	100%	70%	100%	Not Covered	80%	50%	100%	50%
OOP Max	Single	\$3,000	Unlimited	\$3,000	\$10,500	\$6,600	Not Covered	\$3,500	\$10,000	\$3,200	\$15,000
	Family	\$6,000	Unlimited	\$6,000	\$21,000	\$13,200	Not Covered	\$7,000	\$20,000	\$6,400	\$30,000
Preventative Exam		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Office Visit	PCP	\$20	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$25	70% after Ded	Ded - 100%	Ded - 50%
	Specialist	\$30	60% after Ded	100% after Ded	70% after Ded	\$10	Not Covered	\$25	60% after Ded	Ded - 100%	Ded - 50%
Diagnostic Lab and X ray		80% after Ded	60% after Ded	100% after Ded	70% after Ded	100% after Ded	Not Covered	80% after Ded	60% after Ded	Ded - 100%	Ded - 50%
Emergency Room		\$75 Copay	\$75 Copay	100% after Ded	100% after Ded	\$75 Copay	\$75 Copay	\$250+80% Coins	\$250+80% Coins	\$250+Ded	\$250+Ded
Urgent Care		\$50 Copay	60% after Ded	100% after Ded	70% after Ded	10\$ Copay	Not Covered	\$50 Copay	60% after Ded	\$75+Ded	Ded - 50%
Rx:		Retail	Mail Order	Retail	Mail Order		Retail	Retail	Mail Order	Retail	Mail Order
Rx Deductible		N/A		RX COPAYS ARE AFTER		N/A		N/A		RX COPAYS ARE AFTER	
Tier One		\$5	\$10			\$3	\$6	\$10	\$25	\$10	\$25
Tier Two		\$25	\$50			\$10	\$20	\$40	\$100	\$40	\$100
Tier Three		\$40	\$80			\$15	\$30	\$85	\$213	\$85	\$213
Day Supply		30 Days	90 Days			30 Days	90 Days	30 Days	90 Days	30 Days	90 Days
Employee		15	\$679.83	2	\$606.72	4	\$662.65	19	\$913.18	2	\$714.06
Family		45	\$1,903.55	1	\$1,688.98	8	\$1,855.40	53	\$2,556.90	1	\$1,999.37
Monthly		\$95,857		\$2,902		\$17,494		\$152,866		\$3,427	
Annual		\$1,150,286		\$34,829		\$209,926		\$1,834,393		\$41,130	
Annual Total Fixed Cost				\$1,395,041						\$1,875,523	
\$ Adjustment				-						\$480,482	
% Adjustment				-						34.4%	

(Based on current enrollment)



Medical Mutual
 January 1, 2024 Dental Renewal

Dental		Guardian Current		Guardian Renewal		Superior Dental Care Plan A	
		Network	Non-Network	Network	Non-Network	Network	Non-Network
Calendar Year Deductible							
Single			\$100		\$100		\$100
Family			\$300		\$300		\$300
Waived for Preventative?		Yes	Yes	Yes	Yes	Yes	Yes
Class I - Preventative		100%	100%	100%	100%	100%	100%
Class II - Basic		100%	80%	100%	80%	100%	80%
Class III - Major		60%	50%	60%	50%	60%	50%
Class IV - Orthodontia		50%	50%	50%	50%	50%	50%
Annual Maximum			\$1,000		\$1,000		\$1,250
Lifetime			\$750		\$750		\$1,000
Maximum Rollover			\$1,000		\$1,000		\$1,000
RATES							
Rate Guarantee							2 years
EE		17	\$26.59	17	\$25.53	17	\$23.24
Family		61	\$87.41	61	\$83.91	61	\$76.37
Monthly			\$5,784		\$5,553		\$5,054
Annual			\$69,408		\$66,630		\$60,644
Rate Adjustment					-4.00%		-12.63%

City of University Heights
 Renewal Effective Date: January 1, 2024



Guardian
 January 1, 2024 Life/AD&D Renewal

Life/AD&D		Guardian Current	Guardian Renewal
Benefit		\$50,000	\$50,000
Age Reduction Schedule		Reduces 35% at age 65; 60% at age 70; 75% at age 75; 85% at age 80	Reduces 35% at age 65; 60% at age 70; 75% at age 75; 85% at age 80
Guarantee Issue		\$50,000	\$50,000
RATES			
Rate Guarantee	Volume	\$4,732,500	2 Years \$4,732,500
	Life Rate Per \$1,000	\$0.32	\$0.32
	AD&D Rate Per \$1,000	\$0.02	\$0.02
	Monthly	\$1,609	\$1,609
	Annual	\$19,309	\$19,309
	Rate Adjustment		0%



Vision Options

January 1, 2024 Vision Renewal

Vision	MMO Current VSP Option 4		MMO Renewal VSP Choice 0/10/150 (ER Paid)		MMO Revised Renewal VSP Choice 0/10/150 (ER Paid)		Guardian Plan 1	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Copays								
Exam	\$0	Up to \$45	\$0	Up to \$45	\$0	Up to \$45	\$0	Up to \$45
Lenses								
Single	\$10	Up to \$30	\$10	Up to \$30	\$10	Up to \$30	\$10	Up to \$23
Bifocal	\$10	Up to \$50	\$10	Up to \$50	\$10	Up to \$50	\$10	Up to \$37
Trifocal	\$10	Up to \$65	\$10	Up to \$65	\$10	Up to \$65	\$10	Up to \$49
Frames	\$150 allowance	\$70 allowance	\$150 allowance	\$70 allowance	\$150 allowance	\$70 allowance	\$150 Retail Max + 20% off Balance	
Contact Lenses								
Medically Necessary	\$150 allowance	\$105 allowance	\$150 allowance	\$105 allowance	\$150 allowance	\$105 allowance	\$150 allowance	\$105 allowance
Elective								
Frequency								
Exam	12 Months		12 Months		12 Months		12 Months	
Lenses	12 Months		12 Months		12 Months		12 Months	
Frames	24 Months		24 Months		24 Months		24 Months	
RATES								
EE	24	\$6.40	24	\$7.79	24	\$6.40	24	\$7.51
Family	56	\$18.29	56	\$22.29	56	\$18.29	56	\$18.24
Monthly		\$1,178		\$1,435		\$1,178		\$1,202
Annual		\$14,134		\$17,222		\$14,134		\$14,420
Rate Adjustment		-		21.85%		0.00%		2.02%
								2 year rate guarantee

Health and Welfare Benefits Compensation Disclosure Form

Prepared for City of University Heights

The following discloses the direct and indirect compensation that The Fedeli Group (located at 5005 Rockside Road, 5th Floor, Independence, OH 44131) expects to receive for the period of January 1, 2024 through December 31, 2024, for health and welfare benefit plan services provided to City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio 44118.

Services provided by The Fedeli Group include placement of insurance coverage, financial reporting, benefit planning, complex claim resolution, and administrative support. Jointly, The Fedeli Group and City of University Heights create an annual work plan that identifies projects and corresponding timelines.

Complying with the Consolidated Appropriations Act of 2021 (CAA) below is a summary of incumbent carrier placements and applicable compensation. This disclosure is designed to facilitate the plan sponsor's compliance as a fiduciary, ensuring that compensation is reasonable and that there are no conflicts of interest with any service provider.

Commissions by Line of Coverage

Payer	Product Line	Policy #	Compensation Rate
MMO	Medical and Rx	450262	\$13,800 Annual Direct Consulting Agreement
Guardian	Dental	351137	3%
MMO	Vision	450262	10%
Guardian	Basic Life and AD&D	351137	10% on 1st \$15,000 7% on next \$3,173

Indirect Compensation

The Fedeli Group may be eligible for indirect compensation in the form of override income and other benefits. These forms of compensation are not guaranteed and will change based on the ongoing fluctuation of overall books of business with each unique carrier.

Other Compensation and Benefits

The Fedeli Group may receive revenue or other benefits in conjunction with insurance company conferences, promotional marketing and/or employee training and development.

The Fedeli Group



TO: Mayor Brennan and Members of City Council
FROM: Kelly M. Thomas, Clerk of Council
DATE: December 12, 2023
RE: Planning Commission Decision

At its regular meeting held on Thursday, December 7, 2023, the Planning Commission made the following motion to be approved by City Council.

A. Application from Fabo Architecture for Kollal YCM 2480 and 2500 South Green Road Parking Lot Expansion Project

- 1. Site Plan Approval for the proposed parking lot expansion and new driveway to be located on residential parcel**

MOTION BY MAYOR BRENNAN, SECONDED BY MR. CASEY to Recommend to City Council the Site Plan Approval for the proposed parking lot expansion and new driveway to be located on residential parcel. On roll call, all voted “aye.”

- 2. Approval of Easement**

MOTION BY MAYOR BRENNAN, SECONDED BY MR. RACH to Recommend to City Council the Approval of the requested Easement. On roll call, all voted “aye.”

- 3. Variance from the 30’ Parking Setback requirement set forth in Codified Ordinance 1274.02(c)(2)**

MOTION BY MAYOR BRENNAN, SECONDED BY MRS. URBAN to Recommend to City Council the Approval of Variance from the 30’ Parking Setback requirement set forth in Codified Ordinance 1274.02(c)(2). On roll call, all voted “aye.”



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

MEMORANDUM

To: Honorable Michael D. Brennan, Mayor 2023003.01

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

Reference: Planning Commission December 7, 2023
Kollel YCM Parking Lot Expansion/Residential Garage/Driveway Change

We have reviewed the application of 2480 and 2500 South Green Road for Planning Commission Meeting on December 7, 2023, and we offer the following:

1. The proposed expansion of the Kollel Parking area is recommended for approval.
2. The easement from 2500 to 2480 South Green Road is recommended for approval.
3. The new concrete apron for 2500 South Green Rd. must meet City Standards.
4. The repair of the curb, sidewalk and the pavement of Green Road (where the existing apron is to be removed) must meet City Standards.
5. The Landscape Plan and the Building renovations of the garage is subject to review by the Univ. Hts. Building Dept.

November 13, 2023

**Planning Commission
City of University Heights
2300 Warrensville Center Road
University Heights, OH 44118**

**RE: Kollel YCM Parking Lot Expansion/Residential Garage & Driveway Change
2480 & 2500 S Green Road, University Heights OH**

To Whom it May Concern:

This letter is serving as our application for the above-noted proposed project in University Heights OH. The Kollel, which also owns the adjoining residential property, is proposing to add a row of parking on the side of the parcel, shifting the current landscape buffer onto the residential parcel. The residential parcel will be granting an easement for the parking and landscaping buffer (for maintenance) for its use. In doing so, the existing driveway that runs along the north side of the house to access the rear loaded garage will need to be removed. The door will be relocated to the front of the garage and a new driveway will be installed from the new garage entry to the street. The rear door will be infilled with wall, a window and mandoor to match the existing, and siding to match the existing.

We are seeking approval for the following three (3) items:

- (1) Site plan approval (including approval of the proposed parking expansion and approval of the new driveway location for the residential parcel)
- (2) Approval of the Easement
- (3) A variance from the 30' parking setback requirement set forth in C.O. 1274.02(c)(2).

Per the City Attorney, the variance is from a requirement set forth in Chapter 1274 of the City's Codified Ordinances, the variance must be approved by Planning Commission and Council pursuant to C.O. 1274.02(f)(5).

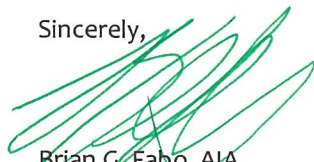
You will find attached 18 copies of the submittal documents and check in the amount of \$100. Our submittal documents include:

Existing Conditions Property Survey
Proposed dimensioned Site Plan
Proposed Landscape Plan
Existing and Proposed Garage floor plans and exterior elevations
Easement Document (forthcoming)

We are looking to be on the December 7, 2023 Planning Commission meeting.

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,



Brian G. Fabo, AIA
President
Fabo Architecture, Inc.



UNIVERSITY HEIGHTS

GENERAL PERMIT APPLICATION
Please Type or Print

For Office Use Only
Date:
Permit #:
Receipt #:
Amount:
Inspector:
Issued by:

(check one)

Type: [X] Concrete [] Electrical [] Plumbing [] Sewer [X] Other: CARPENTRY + GARAGE DOOR (specify)

Briefly describe the work: RELOCATION OF DRIVEWAY AND GARAGE DOOR DUE TO THE PARKING LOT EXPANSION OF THE ADJACENT PROPERTY.

Location: 2500 S. GREEN RD.
Owner of Property: KAUER YAD CHAIM MORDECHAI
Address: 2480 S. GREEN RD.
City, State, Zip: UNIVERSITY HTS OH
Home #:
Work #:
Tenant's Name:
Phone #:

[] Homeowner Permit
[X] Contractor Permit
[] Subcontracted from:
Name:
Address:
City, State, Zip:
Phone #:
Agent:

Contractor: TBD
Company Name:
Address:
City, State, Zip:
Phone #:
Agent:

Are you currently registered with the City of University Heights?
[] No [] Yes Number: Expiration Date:
Estimated cost of job: \$
Date Installation will begin: Completion Date:

SITE PLAN

(Draw a sketch of the lot/buildings and show distances from lot lines and other buildings.)

SEE ATTACHED PLANS

INSPECTIONS

I, THE UNDERSIGNED, acknowledge responsibility for scheduling all required inspections. The City of University Heights requires a minimum 24 hours' notice for all inspections.

I also agree to conform to and abide by the Building Code and all other Ordinances of the City of University Heights, Ohio. It is understood that in the event of any violations of said Code of Ordinances, I shall be subject to a fine and refusal of future permits.

Signature

Date

Printed Name and Title

For Office Use Only

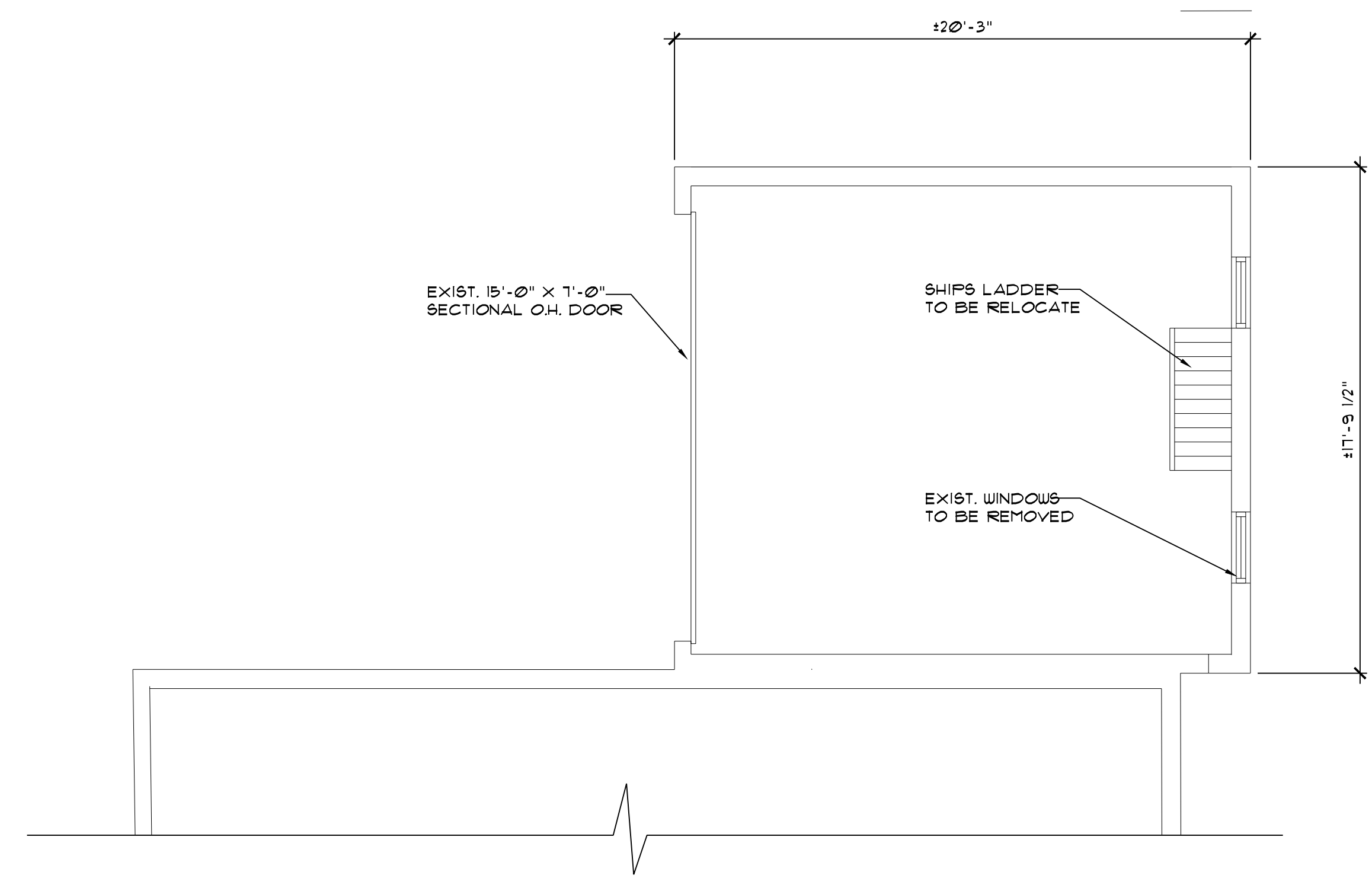
- Approved
- Approved as noted: _____
- More information required: _____
- Denied
- Board of Zoning Appeals required:

Building Department Authorization

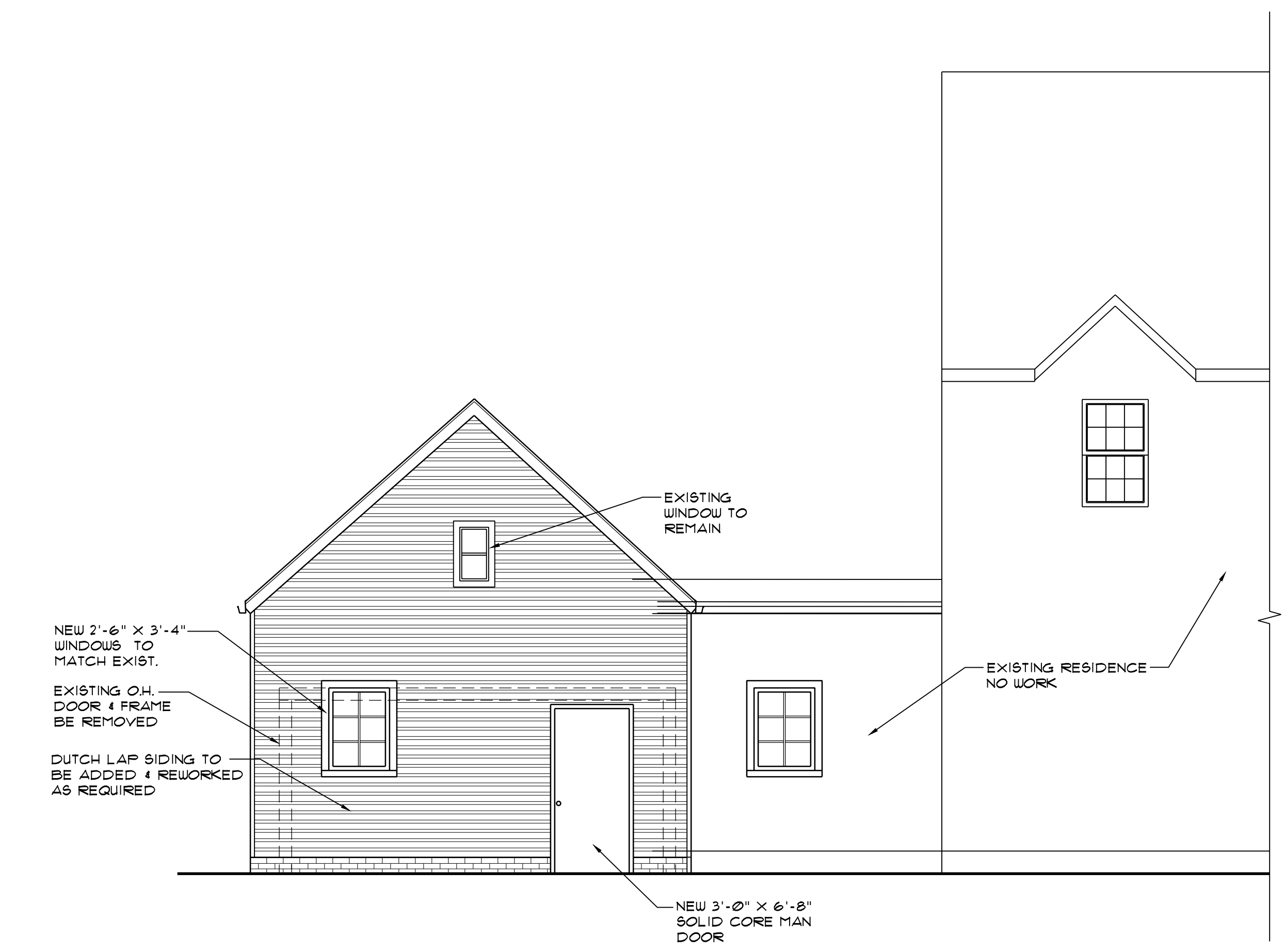
Date



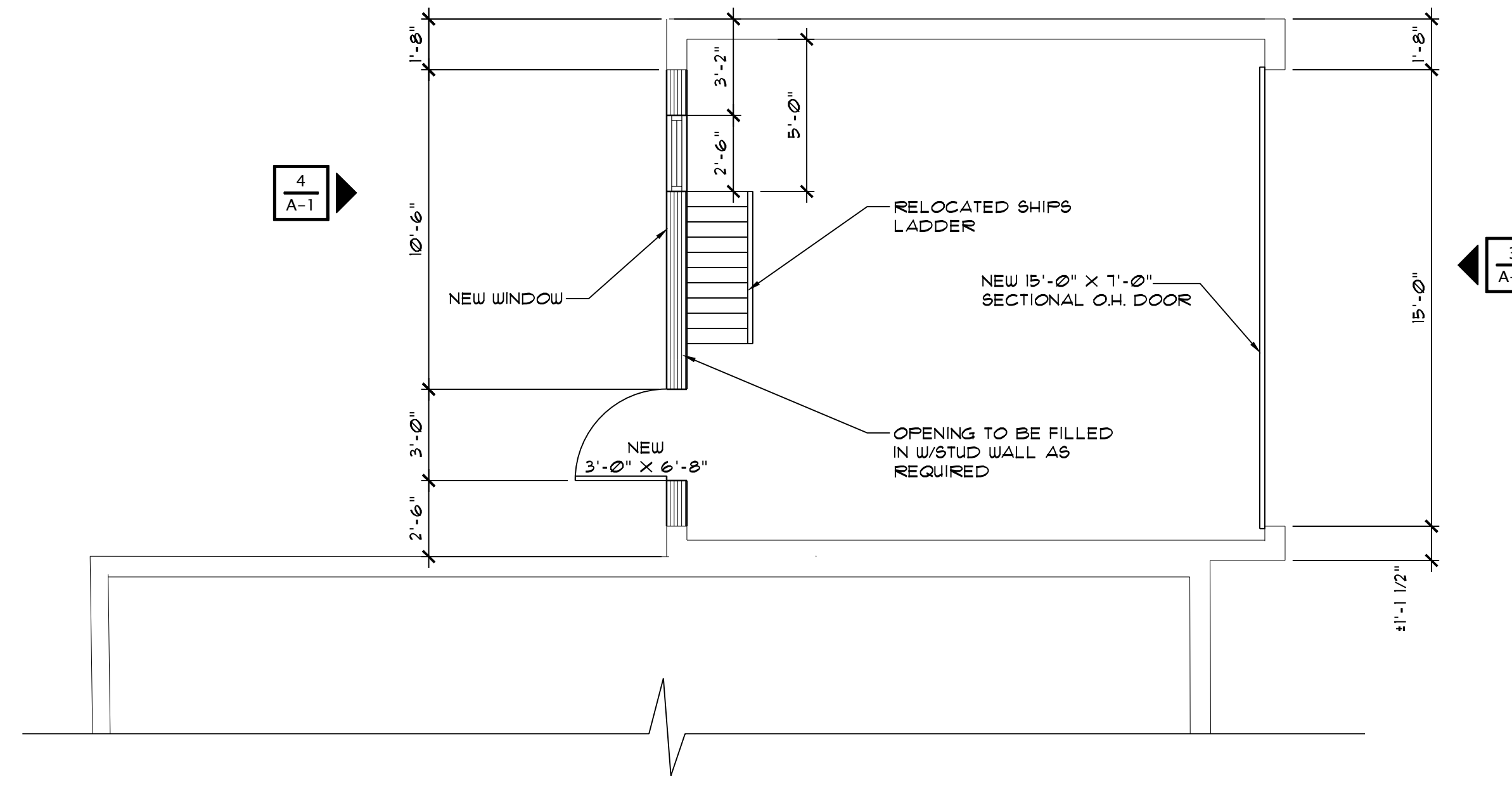
3 EAST ELEVATION
A-1 SCALE: 1/4" = 1'-0"



1 EXISTING FLOOR PLAN
A-1 SCALE: 1/4" = 1'-0"



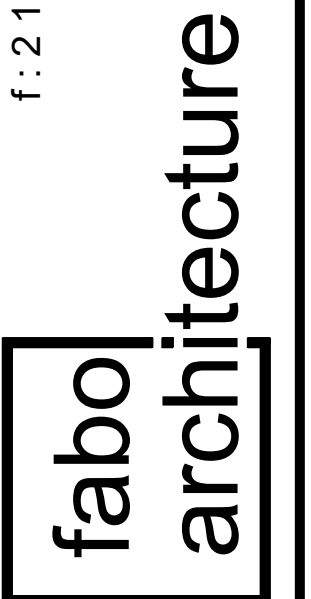
3 WEST ELEVATION
A-1 SCALE: 1/4" = 1'-0"



2 PROPOSED FLOOR PLAN
A-1 SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

12100 snow road unit 7
parma, oh 44130
www.faboarch.com
t: 216.241.6150
f: 216.395.0053



KOLLEL YCM PARKING EXPANSION

UNIVERSITY HTS., OHIO 44118

2480 SOUTH GREEN RD.

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revisions:

issue date: 11-10-23

A-1

sheet No. FA23029

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fabo architecture

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2480 SOUTH GREEN RD.

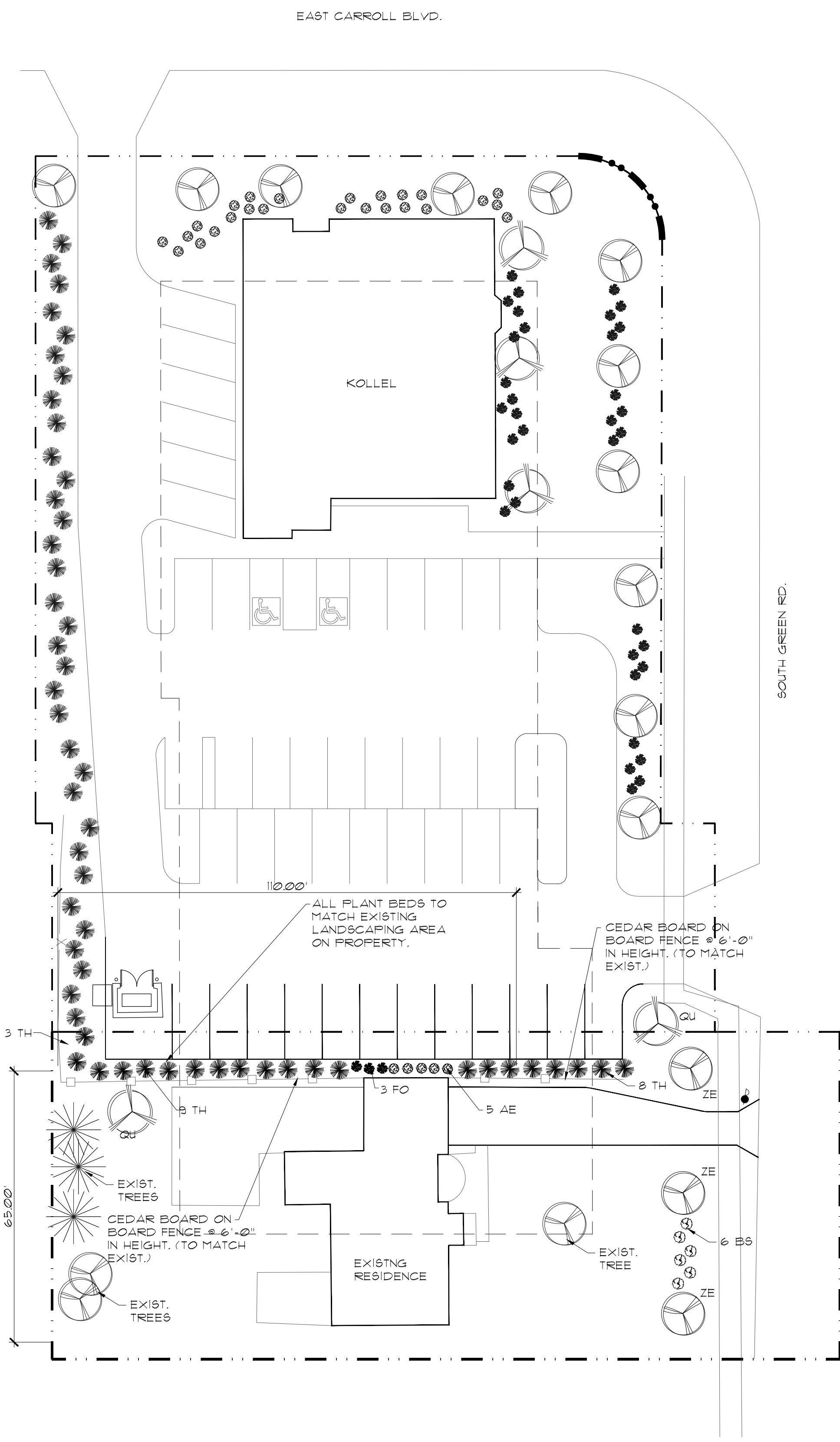
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revisions:

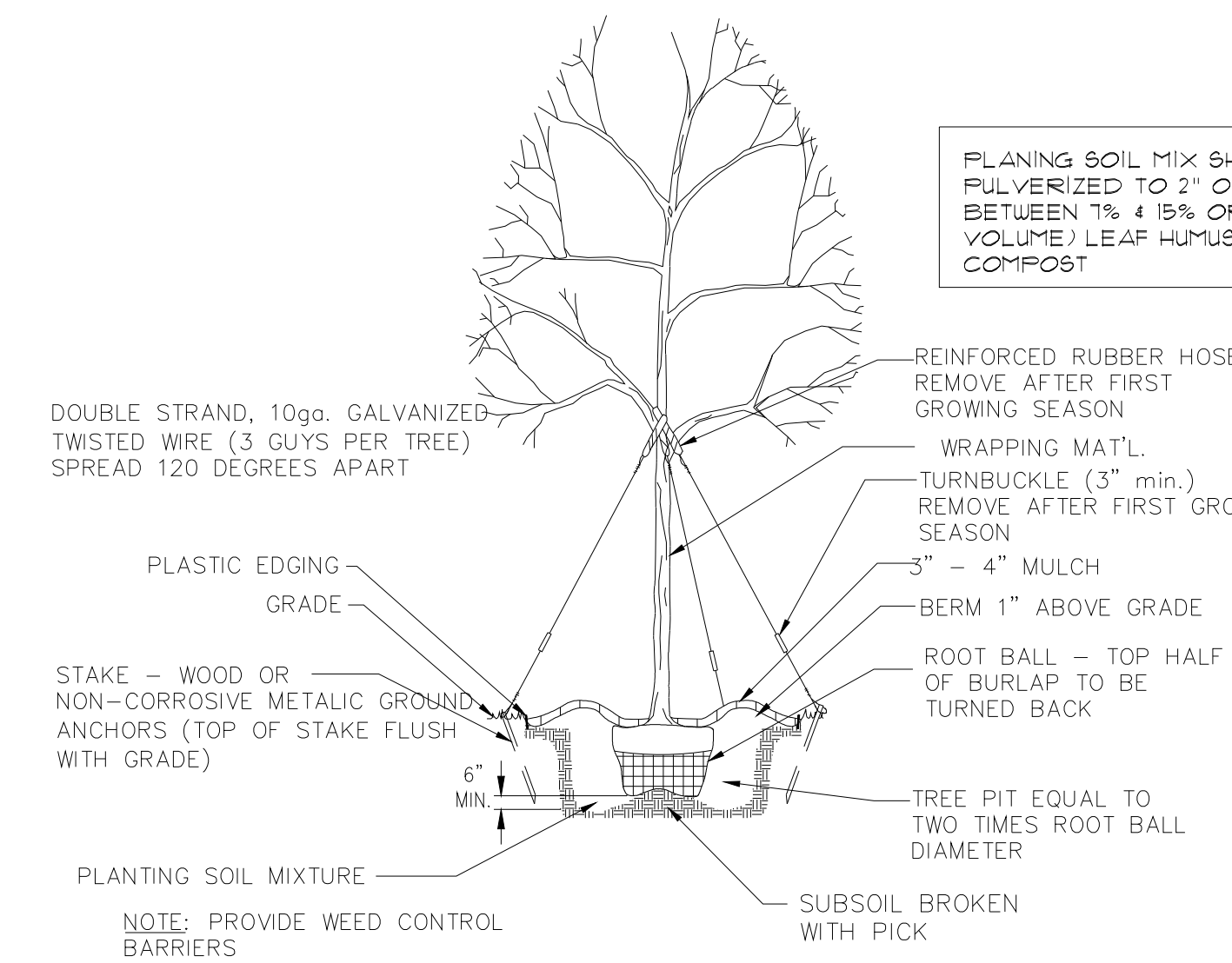
issue date: 11-10-23

LS-1

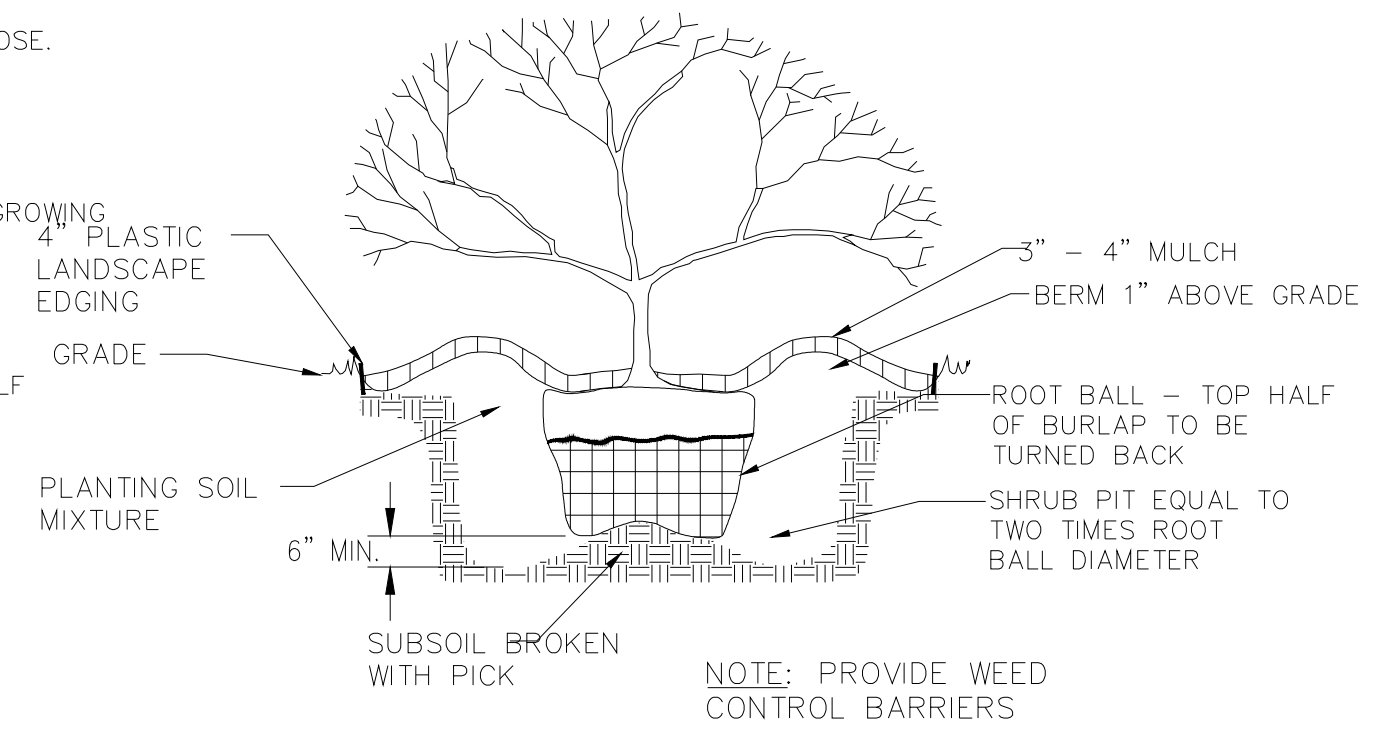
sheet No. FA23029



PROPOSED LANDSCAPE
1 SITE PLAN
LS-1 SCALE: 1" = 20'-0"



TREE PLANTING DETAIL
NO SCALE

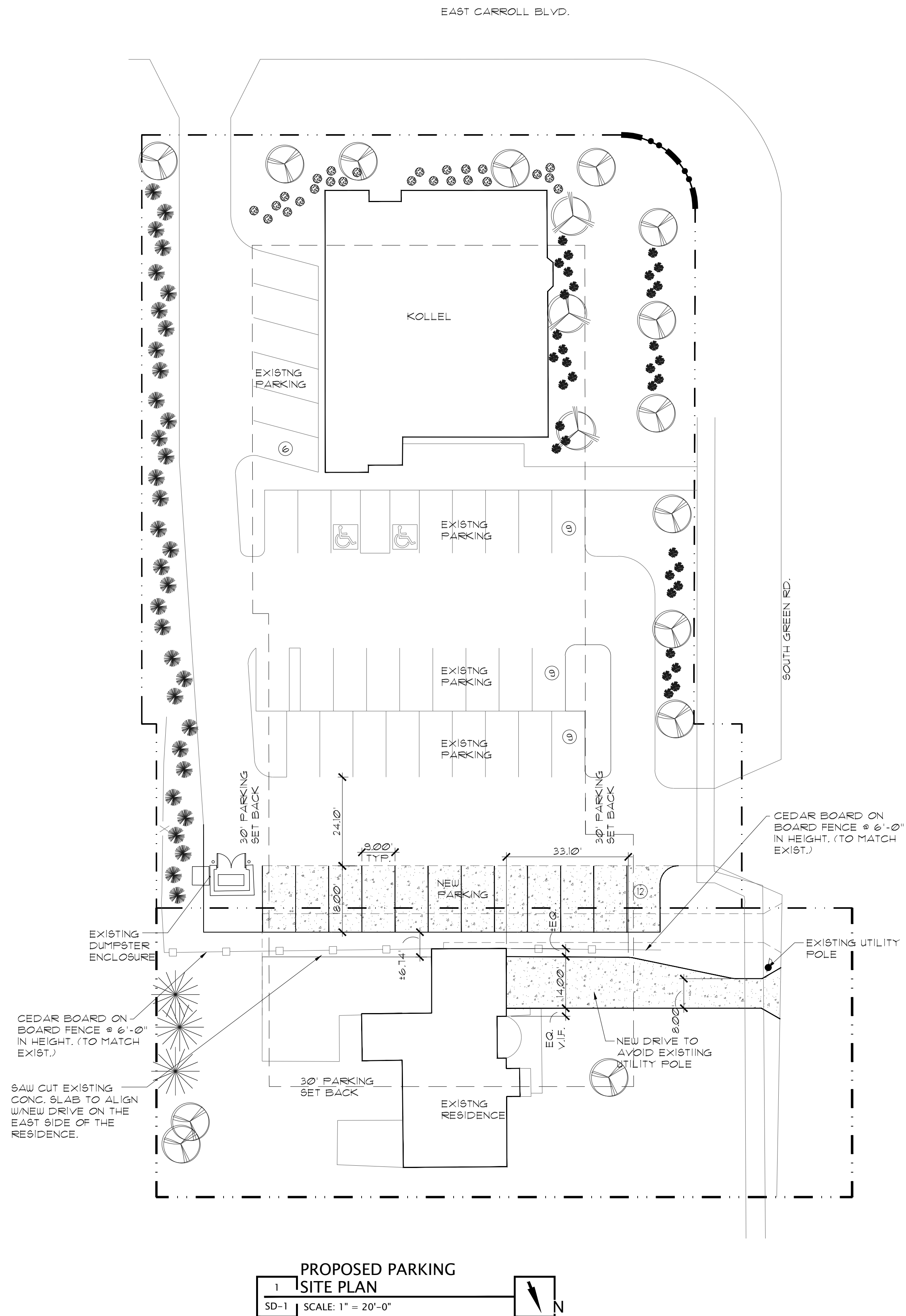


SHRUB PLANTING DETAIL
NO SCALE

GENERAL NOTES
CONTRACTOR TO PROVIDE A BID PRICE BASED ON QUANTITIES INDICATED, ALONG W/PLANT UNIT PRICES. FINAL CONTRACT TO BE DETERMINED AFTER LAYOUT OF PLANTING AREAS IN THE FIELD & STAKING OF INDIVIDUAL PLANT LOCATIONS, APPLYING UNIT PRICES.
REFER TO SHEET AS-2 FOR PLANTING DETAILS.
ALL PLANT BEDS TO MATCH EXISTING LANDSCAPING AREA ON PROPERTY.
SEED ALL DISTURBED AREAS NOT PAVED OR PLANTED. FIELD VERIFY ALL DIMENSIONS.
CONTRACTOR TO MAINTAIN A 3'-0" CLEAR SPACE @ PARKING STALL LOCATIONS FREE OF GRADING & PLANTING.
PLANTING SOIL MIX SHALL BE NATIVE SOIL PULVERIZED TO 2" OR LESS, AMENDED BETWEEN 1% & 15% ORGANIC MATTER (BY VOLUME) LEAF HUMUS, PEAT MOSS OR COMPOST
ALL LAWN AREAS TO RECEIVE 65% OF TOP SOIL.
GENERAL LAWN AREAS SHALL RECEIVE 65% KENTUCKY BLUE GRASS, W/ A COMBINATION OF VARIETIES OF WARREN'S A-34 ADELPHI, BARON PENNSTAR, VICTA OR APPROVED, NOT MORE THAN 50% OF TOTAL. ALSO WITH 35% RED FESCUE VARIETIES PENNLAWN, DURATURF, ILLAHEE OR OTHER APPROVED.

PLANT SCHEDULE			
TAG	BOTANICAL/COMMON NAME	QTY.	SIZE
TH	THUJA GREEN GIANT GREEN GIANT CEDAR	20	6' BB
QU	QUERUS PALUS 'PINGREEN' GREEN PILLAR OAK	2	3" CAL. BB
ZE	ZELICOVA SERRATA 'VILLAGE GREEN'	3	3" CAL. BB
FO	FOTHERGILLA MAJOR 'MOUNT AIRY' MOUNTAIN WITCH ALDER	3	NO. 3 CONT.
AE	AESCULUS PARVILORA BOTTLEBRUSH BUCKEYE	5	NO. 3 CONT.
BS	BUXUS SEMPERVIRENS 'NELA PARK' NELA PARK COMMON BOXWOOD	6	NO. 3 CONT.

NOTE:
MULCH BEDS TO BE HARDWOOD MULCH



PROPOSED PARKING
SITE PLAN
SD-1 SCALE: 1" = 20'-0"

NOT FOR
CONSTRUCTION

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KOLLEL YCM PARKING EXPANSION

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2480 SOUTH GREEN RD.

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revisions:

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SD-1
sheet No.
job No. FA23029

EXHIBIT "A"

Prepared by:

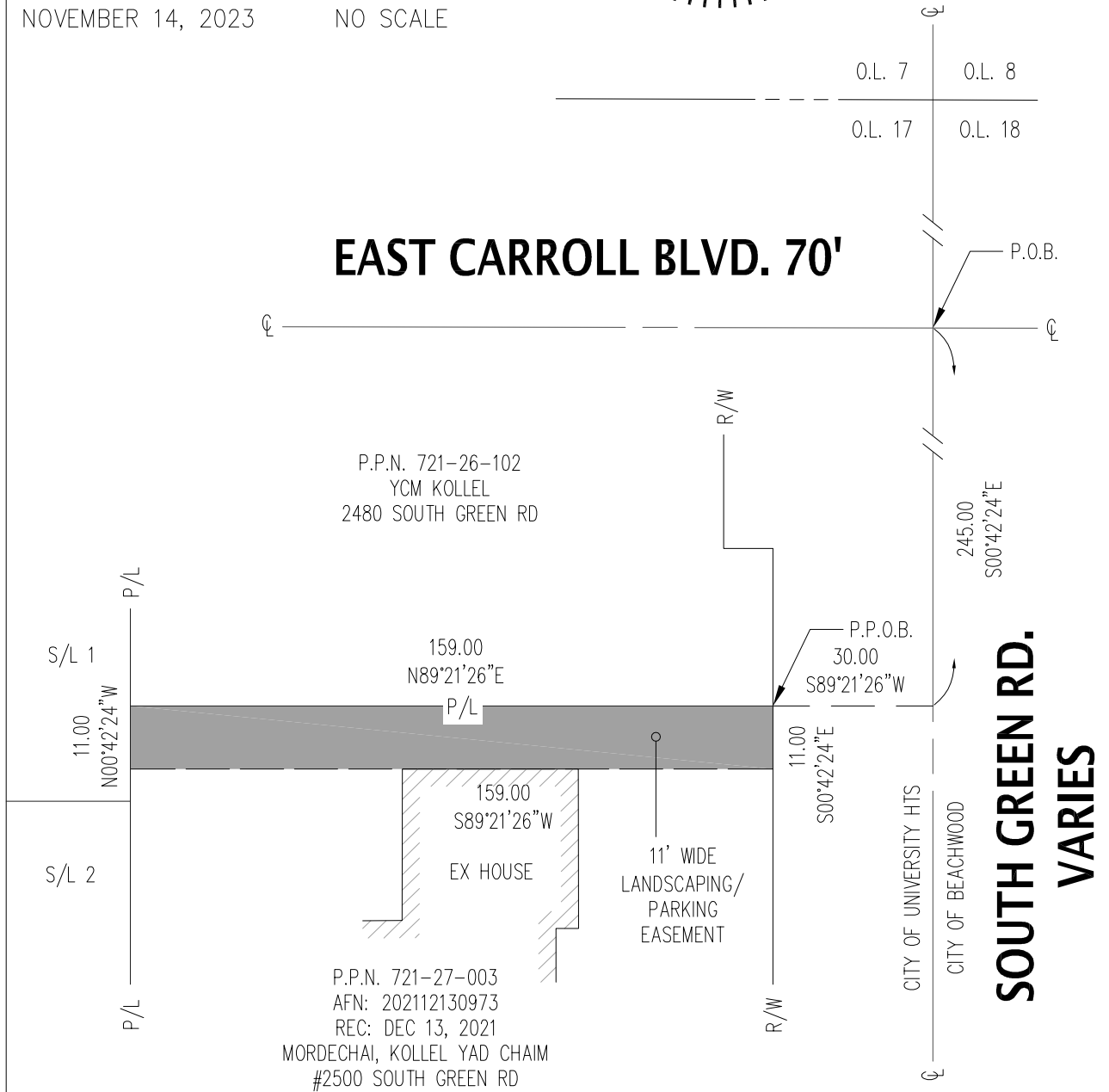
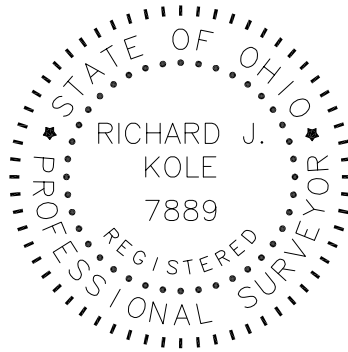


GPS
N 41°29.297'
W 81°31.017'

Richard J. Kole

NOVEMBER 14, 2023

NO SCALE



Situated in the City of University Heights, County of Cuyahoga and State of Ohio, and known as being a part of Original Warrensville Township Lot No. 17.

Starting at the intersection of the centerlines of East Carroll Boulevard, 70.00 feet wide, and South Green Road, width varies, thence South 00°42'24" East along said centerline of South Green Road, 245.00 feet, thence South 81° 21' 26" West, 30.00 feet to a point in the westerly line of said South Green Road at the northeast corner of land conveyed to Mordechai, Kollel Yad Chaim in deed dated December 13, 2021 and recorded by AFN: 202112130973 of Cuyahoga County Deed Records, said point also being the Principal Place of Beginning of the easement herein intended to be described;

thence South 00°42'24" East along said westerly line of South Green Road, 11.00 feet;
thence South 89°21'26" West, 159.00 feet to a point in the westerly line of said land so conveyed;
thence North 00°42'24" West along said westerly line of land so conveyed 11.00 feet to the northwest corner of said land so conveyed;

thence North 89°21'26" East along the northerly line of said land so conveyed, 159.00 feet to the Principal Place of Beginning and containing 1748.99 square feet (0.0401 acres) of land as described on November 11, 2023 by R.M. Kole & Assoc., Corp., Professional Land Surveyors.

File No. 23189





A white garage with a white garage door, a small window in the gable, and a light fixture. The garage is attached to a house with white siding and a brick foundation.

A house with white siding and a brick foundation. The house has a gable roof and a window on the side. The ground is covered in fallen leaves.

A wooden picket fence running along the left side of the driveway.

Two black trash bins located near the fence on the left side of the driveway.

A black trash bin located near the corner of the house and garage.

Blue and white striped markings on the concrete floor in front of the garage door.

ORDINANCE NO. 2023-73

INTRODUCED BY: COUNCIL AS A WHOLE

**AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 220
ENTITLED "COUNCIL" AND DECLARING AN EMERGENCY.**

WHEREAS, in accordance with the City Charter and Ordinances, numerous Proposed Charter Amendments came for consideration by the voters of University Heights at the November 7, 2023 election ("Election");

WHEREAS, voters overwhelmingly passed Issue 83, which proposed that Article 3, Section 5 and Article 5, Section 4 be amended to provide that the Vice Mayor, or in the Vice Mayor's absence the Vice Mayor's designee, shall preside at all meetings of Council, and said passage has been certified by the Cuyahoga County Board of Elections on November 28, 2023; and

WHEREAS, the Council wishes to amend Codified Ordinance Chapter 220 for purposes of consistency with the City's Charter, as has been lawfully amended.

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

Section 1. Council hereby amends Codified Ordinance Chapter 220 entitled "Council" to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Chapter 220 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

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

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the Vice-Mayor be immediately provided with certain powers, duties and responsibilities in order to perform certain necessary functions as are required by the City Charter. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

CHAPTER 220
Council

- 220.01 Regular meetings.
- 220.02 Special meetings.
- 220.03 Quorum.
- 220.04 Adjournment.
- 220.05 Organization.
- 220.06 Meetings.
- 220.07 Presiding officer.
- 220.08 Absence of the Mayor.
- 220.09 Clerk of Council/Assistant Clerk of Council.
- 220.10 Committees.
- 220.11 Order of business.
- 220.12 Action of Council.
- 220.13 Enacting clause.
- 220.14 Subject and title.
- 220.15 Reading of ordinances and resolutions.
- 220.16 Authentication.
- 220.17 Legal publication.
- 220.18 Absence of rule.
- 220.19 Amendments of rules.
- 220.20 Dispensation with rules.
- 220.21 Exceptions.
- 220.22 Copies of rules.
- 220.23 Comments from the audience.
- 220.24 Conduct of committees.
- 220.25 Utilizing Law Department services.

220.01 REGULAR MEETINGS.

(a) Regular meetings of Council shall be held within the confines of the City property on the first and third Monday of each month excepting the months of July and August at 7:00 p.m., Eastern Standard Time, excepting that when such Monday is a legal holiday Council shall meet in regular session on the following business day at 7:00 p.m., Eastern Standard Time.

(b) Council Chambers of city hall shall be the regularly appointed room upon City property in which Council shall hold its regular meetings unless the Vice-Mayor shall designate another room, within the City property, by posting notice thereof upon the bulletin boards in the entrance halls of the city hall, the Police Department Building and the hall-side of the Council Chambers doors.

(c) (1) The Vice-Mayor is hereby authorized to change the location and the hour of regular Council meetings, from those stipulated in subsection (a) and (b) hereof, when in his or her opinion such other location and hour will better serve the convenience of Council and/or the people of this City; providing, however, that Council shall be so notified in writing at least seven days prior to such proposed meeting and that at least a majority of Council members shall concur therewith and

at least four days prior to such proposed meeting the public shall be notified by posting notices in the legally designated posting places or by publication at least once in a newspaper of general circulation within the City. In addition such notice shall be posted on the public bulletin boards of both the City Hall and the Police Department Buildings and also upon the hall-side of the Council Chamber door.

(2) In addition to the foregoing, Council is authorized to hold special meetings of the Council and/or committee meetings at locations outside of city hall and/or outside the City limits upon a finding of any good cause, including but not limited to: a civic occasion; a joint meeting with one or more other public bodies; and/or a retreat to be attended by the Mayor and Council open to the public, provided such meeting is:

- A. Held within Cuyahoga County;
- B. Announced at a meeting of Council held in University Heights as to time and place; and
- C. Otherwise conforms to all other applicable provisions of Chapter 220 of the Codified Ordinances.

(d) Timing for distribution of agendas.

(1) Any member of Council may add an agenda item to the Council meeting agenda by providing written notice along with any supporting documentation to the Mayor, Vice-Mayor, and the Clerk of Council at least three days prior to the date on which the agenda is to be posted and/or distributed to the general public. Upon receipt of such written notice, the item shall be included on the Council meeting agenda.

(2) The Mayor shall compile and deliver the completed agenda for forthcoming meetings, along with supporting documentation to the Clerk of Council by 5:00 p.m. on the Thursday that precedes a Council meeting on the subsequent Monday.

(3) The Clerk of Council shall distribute the completed agenda to the general public and the members of Council by 5:00 p.m. on the Thursday that precedes a Council meeting on the subsequent Monday.

(4) The Clerk of Council shall complete and distribute the meeting minutes from the preceding meeting within 48 hours of the distribution of the agenda for the forthcoming meeting.

(5) Nothing herein shall be construed to prohibit Council from voting to add items to its agenda during any meeting of Council as deemed by Council to be necessary or in the public interest.

220.02 SPECIAL MEETINGS.

Special meetings of Council may be called by the Mayor, the Vice Mayor or by any two members of Council, upon at least eight hours' notice thereof. Such notice shall be delivered to each member either in person, or by telephone, or in writing served in person or left at the usual place of residence of each member, or by email at the email address customarily used to contact such Council member. The notice shall state the time and place of such special meeting and the subjects to be considered thereat and no other subjects shall be considered unless agreed to by vote of Council, five members thereof concurring.

220.03 QUORUM.

Four members of Council shall constitute a quorum to do business, and a lesser number may adjourn from day to day, and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.

220.04 ADJOURNMENT.

By motion passed by a majority vote of Council, any meeting may be adjourned to a later date prior to the date of the next regular meeting. Such adjourned meeting shall be considered as a regular meeting. Any absentee shall be notified of the adjournment in person, by telephone, or by

written notice served personally or at his or her regular place of residence at least eight hours prior to the date and hour of such adjourned meeting.

220.05 ORGANIZATION.

At the first regular meeting in the January immediately following each regular municipal election, Council shall organize and elect, by a majority vote, one of its members as Vice-Mayor, and another of its members as President Pro Tempore, each of whom shall serve for a period of two years thereafter. At the same time there shall also be elected, by a majority vote of Council, the Council members of the commissions and boards, established by the Charter or ordinances of the City. The Vice-Mayor, President Pro Tempore and eEach Council member so elected shall serve until the next organization meeting, unless he or she shall cease in the meantime to be a member of Council.

220.06 MEETINGS.

All meetings of Council shall be public. Any resident may have access to the journals and records of proceedings of Council at all reasonable times and under such reasonable restrictions as may be imposed by Council.

220.07 PRESIDING OFFICER.

The Vice-Mayor shall preside at all meetings of Council. The Mayor ~~and~~ shall have the right to introduce ordinances and resolutions and to take part in the discussion of all matters coming before Council, but shall have no vote thereon. Any member of Council may add an agenda item to the Council meeting agenda upon providing the Mayor, Vice-Mayor and the Clerk of Council with adequate notice as set forth in Section 220.01(d). The Vice-Mayor shall preserve order and decorum, prevent personal reflection, and confine members and the Mayor in debate to the question. He or she may, in common with any member of Council, call to order any member or Mayor who violates any of the rules of Council, and he or she shall decide all questions of order subject to an appeal to Council upon the demand of two members. On such appeal there shall be no debate, but each member making the appeal may briefly state his or her reason for the same, and the Vice-Mayor shall have the same right to a similar brief statement.

220.08 ABSENCE OF THE VICE-MAYOR.

In the absence of the Vice-Mayor, the ~~Vice-Mayor~~ President Pro Tempore shall discharge the duties and be clothed with all the powers of the Vice-Mayor as presiding officer, but he or she shall not thereby cease to be a Councilmember nor be deprived of the right to vote. ~~In the absence of both the Mayor and the Vice-Mayor, Council, by a majority vote of those present, may choose one of their members as President pro tempore who, during such absences, shall discharge the duties of the Mayor as presiding officer. Such member shall not thereby cease to be a Councilmember nor be deprived of the right to vote.~~

220.09 CLERK OF COUNCIL/ASSISTANT CLERK OF COUNCIL.

(a) Council shall appoint a Clerk who shall have such powers and duties as are set forth in Article 3, Section 4 of the Charter as well as such other duties and functions as may be required from time to time by ordinance, resolution or motion of Council.

(b) Council may appoint a part-time Assistant Clerk at a rate of pay established by ordinance, who shall work under the direct supervision of the Clerk and shall perform such duties as directed by the Clerk.

(c) The Clerk shall assist the Mayor in the performance of administrative duties at the direction of the Mayor, as reasonably necessary, provided that such assistance does not interfere with the Clerk's ability to perform the duties of the Clerk set forth in Article 3, Section 4 of the Charter.

(d) Council shall conduct an annual performance review of the Clerk of Council, which shall take place prior to the end of each calendar year. Upon request of Council, the Mayor shall be obligated to attend and/or materially participate in conducting any such performance review.

220.10 COMMITTEES.

(a) Not later than the second regular meeting following the organization of Council, the Vice Mayor shall appoint members of Council to the following standing committees. Each committee shall consist of not less than three members. The first named member of a committee shall be the Chairperson thereof:

- (1) Building/Housing;
- (2) Community Outreach;
- (3) Finance;
- (4) Economic Development;
- (5) Recreation;
- (6) Safety; and
- (7) Service and Utilities.

(b) Special committees may be established by the Mayor or Council from time to time. The Directors of the various departments established by the Charter or ordinances of the City shall be members, ex officio, of Council committees having to do with their respective departments, with the right to participate in the discussion of any matters before the committees, but they shall have no vote thereon. The standing committees and all special committees shall have such duties and powers as may be conferred upon them by the Mayor or Council at the time of appointment or election. When any matter shall be referred to a committee for action, the chairperson thereof shall fix the time and place of such committee meeting, and shall so notify all members of the committee in person or by telephone at least 24 hours prior to the date and hour of such meeting.

220.11 ORDER OF BUSINESS.

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

- (a) Roll call;
- (b) Pledge of Allegiance;
- (c) Reading and disposal of the Journal;
- (d) Additions and removals from the agenda; referrals to committee;
- (e) Comments from the audience;
- (f) Reports and communications from the Mayor, and the taking of action thereon;
- (g) Reports and communications from the City Council, and the taking of action thereon;
- (h) Reading and disposition of ordinances, resolutions, motions, and consideration of agenda items;
- (i) Reports and communications from the Directors of the Department of Finance, the Department of Law, the Department of Public Safety, the Department of Public Service, and other department heads as applicable, and the taking of action thereof;
- (j) Reports of standing committees, and the taking of action thereon;
- (k) Reports of special committees, and the taking of action thereon;
- (l) Unfinished and miscellaneous business;
- (m) Adjournment.

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

220.12 ACTION OF COUNCIL.

Council shall act by ordinance, resolution or motion duly adopted or passed at any regular or special meeting. Each ordinance, resolution or motion shall require for its adoption or passage the concurrence of at least four members of Council. The vote upon any measure shall be taken by "Ayes", "Nays" and "Passed" and the Clerk shall enter upon the journal the vote of each member. Upon completion of the roll call on any measure, if a member shall have passed his or her vote, the Clerk of Council shall again request the vote of such member before entering the results of the roll call upon the journal, and if such vote shall again be passed, it shall be recorded in the journal by the Clerk of Council as a "Passed" vote.

220.13 ENACTING CLAUSE.

The enacting clause of all ordinances and resolutions passed by Council shall be: "BE IT ORDAINED (RESOLVED) by the Council of the City of University Heights, Ohio" The enacting clause of all ordinances submitted to popular election by the initiative shall be: "BE IT ORDAINED by the people of the City of University Heights, Ohio".

220.14 SUBJECT AND TITLE.

Each proposed ordinance or resolution shall be introduced in written or printed form wherever possible, and shall not contain more than one subject which shall be clearly stated in the title or caption. General appropriation ordinances, however, may contain the various subjects and accounts for which money is to be appropriated, but shall be confined to the subject of appropriation.

220.15 READING OF ORDINANCES AND RESOLUTIONS.

No ordinance or resolution of a general or permanent nature, or involving the expenditure of money or the levying of a tax, or for the purchase, lease, sale or transfer of property shall be passed until it has been read on two separate days, or the requirements for such reading have been dispensed with by a vote of at least five Council, five members thereof concurring; provided, however, that an ordinance making, amending or renewing a grant to construct and operate a public utility upon, across, under or above any public street or ground shall not be passed under a suspension of rules.

220.16 AUTHENTICATION.

Any ordinance, resolution or motion passed by Council, and the journal of the Council itself, shall be authenticated by the signatures of the Mayor and the Clerk of Council, or of any two members of Council, and by the impression of the seal of the City.

220.17 LEGAL PUBLICATION.

(a) The manner of giving public notice of the enactment of an ordinance or any other act or proceeding of Council which Council deems necessary or proper to publish may be specified in the ordinance, act or proceeding; but when not so specified, any of the following methods of giving notice shall constitute legal publication under Article 3, Section 5 of the Charter:

(1) Notice or advertisement once in a newspaper of general circulation in the City of the complete text, or the title and an abstract text as prepared by the Law Director.

(2) If the ordinance or resolution is a printed publication it need not be published otherwise.

(3) Posting of full copies of the ordinance or resolution, or by title and abstract thereof, as prepared by the Law Director, for 15 days at the following five public places within the City:

- A. City Hall.
- B. Cleveland Heights-University Heights Public Library.
- C. Rite Aid, 13470 Cedar Road, Kollel Yad Chaim Mordechai.
- D. Cleveland Heights-University Heights Board of Education Building.
- E. Gesu Church.
- F. Online on the City's website.
- G. The Bureau of Motor Vehicles.

HF. If any or all of the above are not available, then such posting shall be at such location or locations as the Director of Law or in his absence, the Clerk of Council, may determine will provide equivalent legal publication as provided herein.

(b) In the absence of any direction by Council, the choice of the above methods of publication may be determined by the Director of Law or in his or her absence the Clerk of Council; provided, however, that emergency ordinances or resolutions not specifically directed to be published by Council, need not be published.

220.18 ABSENCE OF RULE.

In the absence of any rule upon the manner of business or procedure, Council shall be governed by Robert's Rules of Order.

220.19 AMENDMENTS OF RULES.

These rules may be repealed, amended or altered, or new rules adopted by a majority vote of Council.

220.20 DISPENSATION WITH RULES.

These rules, or any of them, may be temporarily suspended at any meeting of Council by the concurring vote of five members thereof.

220.21 EXCEPTIONS.

When any statute of the State, if applicable, or any provision of the Charter of the City, if applicable, or any provision of this chapter or any ordinance hereafter adopted, if applicable, requires the concurrence of more than the majority of the members of Council in order to legally adopt an ordinance or resolution, or to pass a motion, the statute of the State, the provision of the Charter or the provision of this chapter or such subsequent ordinance shall govern, and the rule set forth in Section 220.15 hereof shall be subject thereto.

220.22 COPIES OF RULES.

The Clerk of Council shall forthwith furnish a true and correct copy of this chapter to each present member of Council and to each new member of Council immediately upon his or her taking the oath of office as such member.

220.23 COMMENTS FROM THE AUDIENCE.

(a) Comments from the audience shall be permitted at public meetings of the Council if requested by any member of Council or by the Vice-Mayor, in the absence of objection from any member of Council, or by motion approved by not less than four members of Council.

(b) Unless otherwise regulated or permitted by Council, verbal comments by any single person recognized by the chair shall be limited to five minutes in duration. The total time allowed for such comments at any meeting shall not exceed fifteen minutes. The substance of such comments may be paraphrased or described or identified, but need not be recorded in literal detail in the minutes, except to the extent necessary if Council takes action thereon pursuant to Section 220.12.

(c) Written comments may be submitted without limit, except as to storage space, and the Clerk shall keep such written material available to public officials and members of the public until disposed of according to law. Copies thereof shall be available to the public at rates per page as otherwise provided by ordinance. Such written materials shall not be part of the minutes unless specifically included by motion of Council.

220.24 CONDUCT OF COMMITTEES.

(a) Committees of Council and/or advisory boards or panels or commissions established by Council or the Mayor shall hold all meetings in public, except to the extent that executive sessions may be permitted by law, meaning Ohio R.C. 121.22, Codified Ordinances Chapter 206, or any other applicable State or local law, and may hear such testimony or comment as the committee may deem appropriate and relevant.

(b) The Mayor as an ex-officio member and/or invited department heads shall participate in committee discussions as deemed appropriate by such committees or advisory boards or panels or commissions.

(c) Members of Council and members of the public who wish to comment at public meetings of committees or advisory panels or boards or commissions may do so with the assent of a majority of the committee, except as otherwise specifically provided by law.

(d) Members of Council who are not members of a committee, and members of the public who wish to comment at public hearings before committees or advisory panels or boards or

commissions, held in accordance with law, shall be permitted to speak relevant to the matter being considered subject to reasonable time limits determined by the hearing body.

(e) In the event there is no majority in agreement with respect to subsection (a), (b) or (c) hereof, the decision of the chair shall be binding.

220.25 UTILIZING LAW DEPARTMENT SERVICES.

(a) The Law Department shall provide advice and written opinions to the Mayor and/or to department heads relevant to their administrative duties and official legal responsibilities at their request, ~~and to Council with respect to its legislative duties and official legal responsibilities, and to any committee formed pursuant to the Charter or these Codified Ordinances at the direction of or upon motion passed by a majority of Council, and/or a majority of a Council committee.~~

(b) The Law Department shall draft and/or edit drafts of ordinances and/or resolutions at the request of the Mayor and/or department heads, any member of Council, or ~~and/or at the direction of or upon motion passed by a majority of Council, and/or a majority of a Council committee.~~

(c) The approval of any ordinance or resolution by the Law Director shall be as to legal form only.

ORDINANCE NO. 2023-74

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 452.99 220 ENTITLED “PENALTY” AND DECLARING AN EMERGENCY.

WHEREAS, there has been a significant increase in the number and frequency of illegally parked motor vehicles across the entire City in the past several years; and

WHEREAS, it is believed that increasing the fines for parking violations will have a deterrent effect on motorists, thereby decreasing the number of violations.

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

Section 1. Council hereby amends Codified Ordinance Section 452.99 entitled “Penalty” to read in its entirety as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. Codified Ordinance Section 452.99 in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

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

Section 4. This Ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that increased penalties should cause less parking violations to arise within the City as soon as possible. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

EXHIBIT A

452.99 PENALTY.

(a) Parking Violation Penalties. Whoever violates any section of Chapter 452 for which no penalty is otherwise provided, is guilty of a minor misdemeanor for the first offense at the same location or upon the same premises during any 30-day period, in which event any person charged with a violation subject to a penalty under this section may pay a waiver, except that any person who is charged with violating the same provision of [Chapter 452](#) on each of four different days within a 30-day period shall be required to make a court appearance and, upon conviction, shall be guilty of a fourth degree misdemeanor and shall be subject to the penalty provided in Section [408.01](#).

(b) Waivers. Waiver shall be paid in the following amounts:

(1) For any parking violation in a handicapped zone, including but not limited to 452.04(f):

A. If paid within 30 days 72 hours of the issuance of the citation, a fine in the amount of one five hundred dollars (\$5100.00).

B. If paid more than 72 hours 30 days after the issuance of the citation but before 60 days after the issuance of the citation the thirty-first day, a fine in the amount of two hundred fifty six hundred dollars (\$250600.00).

C. If paid more than 60 30 days after the issuance of the citation, a fine in the amount of seven hundred and fifty dollars (\$750.00), plus all costs of collection efforts.

(2) For any other parking violation in [Chapter 452](#):

A. If paid within 30 days 72 hours of the issuance of the citation, a fine in the sum of twenty-five dollars (\$2025.00).

B. If paid more than 30 days 72 hours after the issuance of the citation but before 60 days after the issuance of the citation the thirty-first day, a fine in the sum of thirty one hundred dollars (\$30100.00).

C. If paid more than 60 30 days after the issuance of the citation, a fine in the sum of forty one hundred dollars (\$40100.00), plus all costs of collection efforts.

ORDINANCE NO. 2023-75

INTRODUCED BY: COUNCIL AS A WHOLE

AN ORDINANCE DIRECTING THE CITY CODIFIER TO ADOPT AND CODIFY REVISIONS TO THE CHARTER AS ADOPTED BY THE ELECTORATE OF THE CITY ON NOVEMBER 7, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the City Charter and Ordinances, numerous Proposed Charter Amendments came for consideration by the voters of University Heights at the November 7, 2023 election (“Election”);

WHEREAS, voters overwhelmingly passed Issues 82, 83, 84, 85, 86, and 87, and said passage has been certified by the Cuyahoga County Board of Elections on November 28, 2023; and

WHEREAS, the Council wishes to amend the text of its codified ordinances for purposes of effectuating the above-referenced Issues .

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

Section 1. Council hereby formally adopts revisions to the Charter as enacted by the electorate on November 7, 2023, and directs the City’s codifier to update the Charter accordingly, as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten.

Section 2. The City of University Heights Charter in existence immediately prior to the passage of this ordinance shall be amended in its entirety as set forth in Exhibit A hereto.

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

Section 4. This ordinance is hereby determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason that the updated and revised Charter be immediately codified. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

CHARTER

EDITOR'S NOTE: The University Heights Charter was approved by the voters on June 3, 1941. Dates appearing in parentheses following section headings in the Table of Contents, and following sections in the text, indicate that those sections were subsequently amended, added or repealed on the date given.

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PREAMBLE

We, the people of the City of University Heights, Ohio, grateful to Almighty God for our freedom, to secure its blessings, to provide a municipal government that shall be efficient and beneficial, to ensure the full measure of self-government granted to us by the Constitution and Laws of the State of Ohio, and to promote our common peace, safety and welfare, do ordain and establish this Charter.

(11-3-2009)

ARTICLE 1. POWERS

The City of University Heights, as its limits are now or may hereafter be, shall continue to be a municipal corporation of the State of Ohio under the same name.

There are hereby reserved to the City of University Heights all powers, general or special, governmental or proprietary, which may now or hereafter lawfully be possessed or exercised by any municipal corporation of Ohio. No enumeration herein of specific powers shall be held to be exclusive.

The powers of this City may be exercised in the manner prescribed in this Charter, or, to the extent that the manner is not prescribed herein, in such manner as the Council may prescribe. The powers of this City may also be exercised, except as a contrary intent appears in this Charter or in the enactments of the Council conformably hereto in such manner as may now or hereafter be provided by the general law of Ohio.

None of the powers herein reserved shall be withdrawn from the exclusive control of this City, nor shall the corporate existence of this City be terminated or merged, nor shall any territory be detached from or annexed to this City without the assent of at least a majority of the electors of this City voting upon such proposition.

ARTICLE 2. NOMINATION, ELECTIONS, QUALIFICATIONS AND REMOVAL OF OFFICERS

SECTION 1. Nominations and Elections. Nominations for elective officers of this City shall be made only by petition, signed by registered electors of the City not less in number than three percent (3%) of the number voting at the last regular municipal election and accompanied by the written acceptance of the nominee. The nomination of each candidate shall be made by separate petition and filed with the Board of Elections not later than 4:00 o'clock p.m. on the ninetieth (90th) (day prior to the date of election. No primary election shall be held for the selection of candidates for any elective office of the City. No nomination to any elective office of this City shall be of any effect unless made as required by this section. The ballot used in the election of officers of this City shall be without party mark or designation. The names of all candidates for City office shall be placed upon the same ballot, and shall be rotated in the manner provided by the general law of Ohio. Except as provided in this Charter, the general laws of Ohio shall govern the nomination and election of the elective officers of the City.

(11-5-1957; 11-6-2012)

SECTION 2. Qualifications of Officers. ~~Each elective officer~~ of the City shall be a qualified elector of the City, shall have resided continuously therein not less than one year next preceding ~~their his~~ election, and shall continue to reside therein during ~~their his~~ term of office. ~~Officers~~ He shall hold no other elective public office during ~~their his~~ term, neither shall ~~they he~~ hold any other public employment incompatible with ~~their his~~ elective office in this City during such term, except as otherwise provided in this Charter, and further excepting the office of notary public and membership in the militia or reserve corps. The Council shall determine whether any public employment is incompatible with ~~his~~ elective office in this City.

No officers of this City, elective or otherwise, shall have any financial interest in any contract with or expenditure of money by this City other than ~~their his~~ fixed compensation and for expenses of travel as provided in Section 3 of Article 8. Such interest shall disqualify ~~them him~~ from holding office, in addition to the other penalties provided by law.

~~Every~~ Officers of this City shall, before assuming the duties of his office, take and subscribe ~~their his~~ oath or affirmation to support the Constitution of the United States and the Constitution of Ohio and faithfully, honestly and impartially to discharge the duties of the office, and shall give such bond as may be required of ~~them him~~ conformably to this Charter.

Commencing January 1, 1996, without counting terms held prior to that date in such office, no person shall be eligible to hold the same elective office in the City for more than three (3) consecutive four (4) year elective terms or fourteen (14) consecutive years whether elected or appointed. "Consecutive" shall include time out of office for less than sixty (60) days.

(11-7-1995.)

SECTION 3. Removal of Officers. Any officer of this City shall be subject to removal in such manner as is now or may hereafter be provided by the general laws of Ohio, or by this Charter.

In addition, the Council may remove any officer of the City, including Councilmember ~~Councilman~~, for violation of any of the provisions of the next preceding section, or for failing or ceasing to possess any other qualification established by this Charter for ~~that his~~ office, or for the conviction while in office of any crime involving moral turpitude, but no such removal shall be made without the concurrence of at least five members of the Council nor until the accused officer shall have been given a written copy of the charges against ~~him said officer~~ and an opportunity to be heard, with at least ten days notice of the time and place of hearing.

Absence of a Councilmember ~~Councilman~~ from five consecutive regular meetings of the Council, without such absence being authorized by an affirmative vote of four of the remaining members of the Council, shall operate to vacate such office of Councilmember ~~Councilman~~ forthwith.

ARTICLE 3. COUNCIL

SECTION 1. Powers, Number and Term. The legislative power of the City, except as limited by this Charter, and such additional powers as may be expressly granted by this Charter, shall be vested in a Council of seven members elected at large. The terms of the members of the Council shall begin the first day of January next following their election, and they shall serve for a term of four years or until their successors are chosen and qualified except that of the seven members elected in 1941 the three receiving the highest number of votes shall serve for four years and the remaining four shall serve for two years.

SECTION 2. Organization. At the first Council meeting in January, but not later than the 7th day of January in the year 1958, and in January of each second year thereafter the Council shall meet in the Council Chamber and organize. At such organization meeting the Council shall elect by a majority vote one Councilmember ~~Councilman~~, Vice-Mayor, and ~~Councilmen~~ members of boards and commissions required by this Charter or by ordinance, each to serve until the next organization meeting unless he shall cease in the meantime to be a Councilmember ~~councilman~~.

(11-5-1957)

SECTION 3. Vacancy. Any vacancy in the Council, except as otherwise provided in this Charter, shall be filled by appointment by a majority vote of the remaining members of the Council. If the vacancy be not so filled within thirty (30) days, the Mayor shall fill it by appointment. Such appointee shall hold office for the unexpired term of the member in whose office the vacancy occurs or until a successor is elected and qualified.

A successor shall be elected at the next general municipal election if:

1. More than two (2) years remain in the unexpired term when the vacancy occurs; and if
2. The vacancy occurs more than seventy-five (75) days prior to such election.

At such election, ~~each~~ candidates for Council, in ~~their~~ ~~his~~ declaration of candidacy and nominating petitions, shall designate the term of office to which ~~they~~ ~~he~~ seeks election by stating therein, if a full term, the date of commencement of said term as follows: "Full term commencing (DATE)" or by stating therein, if an unexpired term, the date on which it will end, as follows: "Unexpired term ending (DATE)". The terms of ~~no~~ ~~Councilmember~~ ~~councilman~~ shall not be lengthened by ~~their~~ ~~his~~ resignation and subsequent appointment, but an appointee may be a candidate for subsequent election.

(11-6-1979)

SECTION 4. Clerk of Council. The Council shall appoint a Clerk who shall be the Clerk of the Council and Secretary of the City Planning Commission, the Civil Service Commission, the Board of Zoning Appeals, and such other boards and commissions as the Council may establish by ordinance. ~~The Clerk~~ ~~He~~ shall give all notices of meetings, keep the records and minutes of the Council and of the boards and commissions of which the Clerk serves as he is secretary, authenticate all records, documents and instruments of the City on which authentication is proper, and for that purpose shall have and use a seal.

The Clerk shall examine warrants and disbursement checks approved by the Director of Finance and shall countersign checks in the manner provided by ordinance. ~~He~~ The Clerk shall perform all such other duties as the Council may require.

(11-6-1979)

SECTION 5. Procedure. A majority of the members elected to the Council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and compel the attendance of absent members. The Council shall keep a journal of its proceedings.

All regular and special meetings of Council and Council committees shall be publicly announced and shall be open to the public in accordance with the provisions of the Ohio "Sunshine Law" as it may be amended from time to time, presently codified at Section 121.22 of the Ohio Revised Code. The Vice Mayor, or in the Vice Mayor's absence the Vice Mayor's designee, shall preside at all meetings of Council. Council may hold an executive session at any regular or special meeting of Council, upon the majority roll call vote of a quorum of Council, for the sole purpose of the consideration of any matter specified in Ohio Revised Code Section 121.22, as it may be amended from time to time.

The Council shall, by ordinance, make provision for the following:

- a. The time and place of regular meetings, providing for at least two regular meetings in each calendar month excepting the months of July and August;
- b. The manner of calling special meetings;
- c. The enforcement of attendance at its meetings and punishment of disorderly conduct thereat;
- d. The form and method of enacting ordinances and resolutions, but no ordinance or resolution except general appropriation ordinances shall contain more than one subject which shall be clearly stated in the title; and general appropriation ordinances shall be confined to the subject of appropriations;
- e. The manner of giving public notice of the enactment of ordinances and of any other of its acts or proceedings which it deems proper to publish;

f. The reduction of unpaid installments and the return of paid installments of assessments levied in larger amounts than necessary to pay for public improvements, to the extent that such reductions and returns are authorized by the general law of Ohio;

g. The procedure for making public improvements and for levying assessments, provided that two or more public improvements, including the levying of assessments therefor, may be combined in one proceeding if the Council finds that it will be economical and practical to undertake said improvements jointly;

h. The advertising and awarding of contracts;

i. The employment of expert consultants to advise and assist the city officials and employees with respect to municipal problems and such other general regulations as the Council may deem necessary;

j. The printing, publishing and distribution of financial reports and such other reports of general interest as the Council shall determine, at City expense, providing that such reports shall be factual only and do not express an opinion or promote any person, position, group of persons, or any idea, theory or viewpoint of a political or controversial nature.

(11-5-1957), (11-6-1979), (11-3-2009), (11-7-2023)

SECTION 6. When Ordinances and Resolutions Take Effect.

a. A resolution which is approved by not less than two-thirds (2/3) of the members of Council shall take effect upon the signature of the Mayor, if it so provides, and no second reading thereof shall be required.

b. An emergency ordinance necessary for the immediate preservation of public peace, health or safety, which sets forth the reasons for emergency action and which has the approval of not less than two-thirds () of the members of Council shall take effect at the time provided therein upon the signature of the Mayor, or at the expiration of the time within which it may be disapproved by the Mayor, or upon the Council's override of the Mayor's disapproval.

c. No action of the Council in authorizing any change of the boundaries of the City, or the surrender or joint exercise of any of its powers, or in granting any franchise, or in contracting for the supply to the City or its inhabitants of the product or service of any utility, whether municipally owned or not, shall be taken as an emergency measure.

d. Ordinances for the appropriation of money and those providing for an annual tax levy, or for improvements petitioned for by the owners of a majority of the feet front of the property benefitted and to be specially assessed therefor, shall take effect at the time stated therein upon signature by the Mayor, or at the expiration of the time within which it may be disapproved by the Mayor, or upon the Council's override of the Mayor's disapproval.

e. All other resolutions and ordinances shall be read on two (2) separate days before they may be approved by the Council, and no such ordinance or resolution shall go into effect until thirty (30) days after passage by the Council.

(11-6-1979)

SECTION 7. Mayor's Veto. Every ordinance or resolution of the Council shall be signed by the Clerk or two members of the Council and presented to the Mayor forthwith for consideration before it goes into effect. The Mayor, if approving the ordinance or resolution, ~~he approves it~~, shall sign it and file it with the Clerk. The Mayor may approve or disapprove the whole or any item of an ordinance appropriating money, but otherwise ~~that his approval or disapproval shall be addressed to the entire ordinance or resolution. The Mayor, if disapproving the ordinance or resolution, if he disapproves it or any item of an ordinance it, he shall file it with written notice of the disapproval with the Clerk.~~ Unless an ordinance or resolution is filed with the Clerk with written notice of disapproval, within seven days after its passage by the Council, it shall take effect as though the Mayor had signed it. When the Mayor has disapproved an ordinance or resolution or item of it, as herein provided, the Council may, at its next regular meeting thereafter, reconsider it and if upon such reconsideration the ordinance, resolution or item is approved by the votes of five or more of the members of the Council, it shall take effect notwithstanding the disapproval of the Mayor.

ARTICLE 4. INITIATIVE, REFERENDUM AND RECALL

SECTION 1. Initiative. The electors of the City shall have power to propose any ordinance or resolution, except an ordinance for the appropriation of money or an ordinance making a tax levy, and to adopt or reject the same at the polls, such power being known as the initiative. An initiated ordinance or resolution may be submitted to the Clerk of the Council by petition signed by registered electors of the City equal in number to at least ten five percent (105%) of the total number of voters casting ballots at the last regular municipal election~~registered electors of the City,~~. When so submitted, the Clerk shall forthwith determine the sufficiency of the petition and if found sufficient, the Council shall at once have the proposed ordinance or resolution read and referred to an appropriate committee which may be a committee of the whole. Provision shall be made for public hearings on the proposed ordinance or resolution not later than thirty (30) days after the date on which such ordinance or resolution was submitted to the Clerk. The Council shall within forty (40) days after such ordinance or resolution is submitted, take final action thereon, either enacting or rejecting the proposed ordinance or resolution. If the Council fails or refuses to pass such proposed ordinance or resolution or passes it in some form different from that set forth in the petition therefor, the committee of the petitioners may require that it be submitted to a vote of the electors either in its original form or in the amended form by filing with the Clerk a supplemental petition signed by that number of additional registered electors which, when taken together with those who signed the original petition, will total at least twenty ten percent (210%) of the total number of voters casting ballots at the last regular municipal election~~registered electors of the City,~~ and if said supplemental petition is signed by that number of additional registered electors which, when taken together with those who signed the original petition, will total at least twenty-five percent (250%) of the total number of voters casting ballots at the last regular municipal election~~registered electors~~ the date of the election may be fixed therein, not less than ninety sixty (690) days from the time of filing such supplemental petition. Such supplemental petition shall be filed within ten (10) days after the final action on such ordinance or resolution by the Council. The Council shall thereupon provide, for submitting such ordinance or resolution to the vote of the electors at the date so fixed, or at the next general election in any year occurring more than ninety sixty (690) days from the filing of such supplemental petition, if no date be so fixed therein.

(11-7-2023)

SECTION 2. Referendum. The electors shall have the power to approve or reject at the polls any ordinance or resolution passed by the Council, except as hereinafter provided. Within thirty (30) days after the final passage by the Council of an ordinance or resolution, a petition signed by registered electors of the City equal in number to at least ten twenty percent (120%) of the total number of voters casting ballots at the last regular municipal election~~registered electors of the City~~ may be filed with the Clerk of the Council, requesting that such ordinance or resolution be either repealed or submitted to a vote of the electors. If said petition is signed by registered electors of the City equal in number to twenty-five percent (250%) of the total number of voters casting ballots at the last regular municipal election or more of such ~~registered electors~~, the date of the election may be fixed therein, not less than ninety (90) days from the time of filing thereof. When such petition is filed, the Clerk shall first ascertain the sufficiency of the petition, and if found sufficient, the Council shall thereupon, within thirty (30) days of the filing of such petition, reconsider such ordinance or resolution. If upon such reconsideration the ordinance or resolution is not repealed, the Council shall provide for submitting it to a vote of the electors on the date so fixed, or at the first general election in any year occurring more than ninety (90) days from the filing of such petition, if no date be so fixed. No such ordinance or resolution shall go into effect until approved by a majority of those voting thereon. When the Council by law or under provisions of general ordinances, is required to pass more than one ordinance or resolution necessary to make and pay for any public improvement, the referendum provisions shall apply only to the first ordinance or resolution required to be passed and not to any subsequent ordinances or resolutions relating thereto. Ordinances providing for the annual tax levy or for improvements petitioned by the owners of a majority of the feet front of the property benefitted and to be specially assessed therefor, and appropriation ordinances limited to the subject of appropriations shall not be subject to referendum, but all other ordinances, including emergency ordinances, shall be subject to referendum, except that emergency ordinances shall go into effect at the time indicated therein. If, when submitted to a vote of

the electors, an emergency measure be not approved by a majority of those voting thereon, it shall be considered repealed as regards any further action thereunder; but such measure shall be deemed sufficient authority for payment, in accordance with the ordinance, of any expense incurred previous to the referendum vote thereon.

Ordinances submitted to the Council by initiative petition and passed by the Council either with or without change, but not required to be submitted to a vote of the electors, shall be subject to referendum in the same manner as other ordinances.

(11-3-2009), (11-7-2023)

~~SECTION 3. Recall. The electors shall have the power to remove from office by recall election any elective officer of the City. At any time after an elective officer has held office for six months of the term for which he was chosen, a petition demanding his removal and the election of a successor in his office may be filed with the Clerk of the Council. Such petition shall comply with the provisions of Section 4 of this Article, and shall be signed by registered electors equal in number to at least twenty five (25%) percent of the total number of voters casting ballots at the last preceding general municipal election. Within ten (10) days from the date of filing such petition, the Clerk shall determine the sufficiency thereof. If the Clerk shall find the petition insufficient, he shall promptly certify the particulars in which the petition is defective and deliver a copy of his certificate to the person who filed the petition with him, and such person shall be allowed twenty (20) days from the delivery of such copy of certificate in which to make the petition sufficient. If the Clerk shall find the petition sufficient he shall promptly so certify to the Council and to the officer whose removal is sought, and, if the officer does not resign within five (5) days thereafter, the Council shall thereupon order and fix a day for holding a recall election, not less than thirty (30) nor more than forty (40) days from the date of the Clerk's certificate of sufficiency. At such recall election the name of the officer whose removal is sought shall be placed on the ballot as a candidate to succeed himself, unless he otherwise requests in writing at least twenty (20) days prior thereto, and the names of such other candidates for the same office shall be placed on the ballot as shall have been nominated in accordance with Article 2 Section 1 of this Charter at least twenty (20) days prior to such recall election. The recall election, except as it shall be limited to the offices from which a removal is sought, shall in other respects conform to the provisions of Article 2 Section 1 of this Charter. If at the recall election the incumbent does not receive a plurality of the votes cast, the candidate who does receive such a plurality shall be declared elected to succeed the incumbent for the remainder of his term, and the incumbent shall be deemed removed from his office when such elected successor qualifies for the office or within ten (10) days after the recall election.~~

The electors shall have the power to recall any elective officer of the City, but no recall petition shall be filed against any officer within six months after the officer takes office, nor in case of an officer subjected to a recall election and not removed, until at least six months after the election. Any five registered electors of the City may commence recall proceedings by filing with the Clerk of the Council an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses, specifying the address to which all notices to the committee are to be sent, and stating the name and title of the officer sought to be recalled accompanied by a statement, not to exceed 200 words, of the reasons for the recall. Grounds for recall should relate to and affect the administration of the elective officer's office and be of a substantial nature directly affecting the rights and interest of the public. Promptly after receipt of a recall petition, the Clerk of Council shall serve, personally or by certified mail, a copy of the affidavit on the elective officer sought to be recalled. Within 10 days of service of the affidavit, the elective officer sought to be recalled may file a statement with the Clerk of Council, not to exceed 200 words, in response. Recall petitions must be signed by registered electors of the City equal in number to at least twenty-five percent of the total number of registered electors of the City to vote at the last regular municipal election. Recall petitions must be filed within 100 days of the filing of the petitioners' affidavit initiating the recall procedure. Within 20 days after the petition is filed, the Clerk of Council shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the

Clerk of Council within two days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within 14 days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of this section, and within five days after it is filed, the Clerk of Council shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Council review within the time required, the Clerk of Council shall promptly present the certificate to the Council and the certificate shall then be a final determination as to the sufficiency of the petition. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by Council. Council shall review the certificate or determination at its next meeting following the filing of such request, and Council's determination shall then be a final determination as to the sufficiency of the petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose after the passage of one year from the date of the final determination of insufficiency. If a recall petition has been finally determined sufficient, it shall be submitted to the electors of the City. The recall election shall be held not less than 60 days and not later than 90 days from the date of the final determination. If no regular municipal election is to be held within the period prescribed in this subsection, Council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that Council may in its discretion provide for a special election at an earlier date within the prescribed period. Ballots used at recall election shall read: "Shall [name of officer] be recalled (removed) from the office of [title of office]?" If a majority of registered electors vote in favor of the recall, the officer is removed and the seat is vacant, and the vacancy shall be filled in accordance with the applicable provisions of Article 3, Section 3, or Article 5, Section 3, of this Charter.

(11-6-1979),(11-7-2023)

SECTION 4. Petitions. An initiative, referendum or recall petition may be circulated in separate parts, but the separate parts shall be bound together and filed as one instrument. Each part shall contain in the case of the initiative or referendum, a full and correct copy of the title and the text of the proposed or referred ordinance or resolution, and in the case of the recall, the name and office of the person whose removal is sought and a statement in not more than two hundred words of the grounds for the removal.

ARTICLE 5. THE MAYOR

SECTION 1. Executive and Administrative Powers. The executive and administrative powers of the City shall be vested in the Mayor, directors of departments and other administrative officers provided for in this Charter or by ordinance.

SECTION 2. Term. The Mayor shall be elected at the regular municipal election in 1941 and every fourth year thereafter for a term of four years, commencing on the first day of January next after such election, and shall serve until a his successor is elected and qualified.

SECTION 3. Vacancy. When the Mayor is absent and inaccessible, or is unable for any cause to perform ~~the his duties of that office~~, the Vice Mayor shall be acting Mayor, but shall not thereby cease to be a ~~Councilmember councilman~~. In case of ~~the Mayor's~~ death, resignation or removal, other than by recall election, ~~of the Mayor or~~ ~~disqualification his ceasing to qualify~~ for the office, the Vice-Mayor shall vacate ~~the his office of Councilmember councilman~~ and shall become Mayor to serve the unexpired term or until a successor for the unexpired term is elected and qualified.

A successor shall be elected at the next regular municipal election provided that:

1. Such election occurs more than two (2) years prior to the expiration of the unexpired term; and
2. The vacancy occurs more than seventy-five (75) days prior to such election.

A Vice-Mayor, who has become Mayor, may be a candidate to succeed to the office for the unexpired term himself.

(11-6-1979)

SECTION 4. General Powers and Duties.

A. Judicial. The Mayor shall have all the judicial powers granted by the general laws of Ohio to mayors of cities, unless and until other lawful provisions shall be made for the exercise of such powers.

B. Legislative. ~~The Mayor shall preside at all meetings of the Council and shall have the power to veto as specified in Article 3 Section 7 of this Charter.~~ The Mayor and directors of all departments established by this Charter, or by ordinance, also shall be entitled to seats in the Council. Neither the Mayor nor any director of any department shall have a vote in the Council, but the Mayor shall have the right to introduce ordinances and to take part in the discussion of all matters coming before the Council; and the directors of departments shall be entitled to take part in all discussions in the Council relating to their respective departments.

C. Executive. The Mayor shall be the chief executive officer of the City. ~~He shall supervise the administration of the City's affairs, and shall exercise control over all departments and divisions except those reserved to Council or its officers and employees by this Charter. He shall be the chief conservator of the peace within the City and shall see that all laws and ordinances are enforced therein.~~ The Mayor ~~He~~ shall be responsible for the preparation and submission to the Council of the annual estimate of receipts and expenditures, and appropriation measure, and shall at all times keep the Council fully advised as to the financial condition and needs of the City. The Mayor ~~He~~ shall recommend to the Council such measures as ~~he~~ The Mayor deems necessary or expedient. The Mayor ~~He~~ shall see that all terms and conditions imposed in favor of this City or its inhabitants in any franchise or contract to which this City is a party are faithfully kept and performed.

The Mayor shall appoint all officers and employees of the City, except members, officers and employees of the Council, judges, Clerk of Council and the ~~Director of Law~~ Director and their assistants. All persons appointed by the Mayor, except those whose terms of office are fixed by this Charter or by law, may be promoted, transferred, reduced or removed by the Mayor, subject however, to the Civil Service provisions of this Charter. The foregoing appointive powers of the Mayor may be delegated by the Mayor ~~him~~ to the directors of any department or to the heads of any divisions with respect to the officers or employees in the classified service within their respective departments or divisions.

The Mayor shall execute on behalf of the City all contracts, conveyances, evidences of indebtedness and all other instruments to which the City is a party.

The Mayor shall be recognized as the official and ceremonial head of the City government, by the governor for military purposes, and by the courts for the purpose of serving civil processes.

(11-6-1979), (11-7-2023)

ARTICLE 6. ADMINISTRATIVE OFFICERS AND DEPARTMENTS

SECTION 1. General Provisions. A Law Department ~~of Law~~, a Finance Department ~~of Finance~~, a Department of Public Safety Division, and a Service Department ~~of Public Service and Properties~~ are hereby established by this Charter, and the Council shall provide by ordinance for the organization thereof. The Council may establish by ordinance new departments or divisions thereof. With the exception of the Law and Finance Departments, and the Public Safety Division, the Council may combine or abolish existing departments and divisions as it may deem necessary and may authorize one person to be the head of two or more departments or divisions.

SECTION 2. The Law Department ~~of Law~~ shall be in the charge of the Law Director ~~of Law~~, appointed by the Council to serve at the pleasure thereof. The Law Director ~~of Law~~ shall be duly admitted to the practice of law in Ohio. ~~He~~ The Law Director shall be the city solicitor

and shall perform all duties required by ordinance and the duties which are imposed upon city solicitors by the general law of Ohio.

SECTION 3. ~~The Finance~~ Department of Finance shall be headed by the ~~Finance~~ Director of Finance, who shall be the fiscal officer and Treasurer of the City. ~~The Finance Director~~ He shall keep all the financial records and accounts of the City and an accurate account of all taxes and assessments, all assets and liabilities, all appropriations made by the Council, and all receipts and disbursements by the City. All payrolls, bills and other claims are subject to ~~his~~ the Finance Director's examination and approval. ~~He~~ The Finance Director shall issue warrants or checks for expenditures for which appropriations have been duly made and shall sign checks as Council shall require. ~~He~~ The Finance Director shall assist the Mayor and Council in the preparation of estimates, budgets and appropriations, and shall perform all the duties required by this Charter or by ordinance of Council.

The ~~Finance~~ Director of Finance shall serve as the Treasurer of the City and shall be the collector and custodian of all monies of the City. ~~The Finance Director~~ He shall keep and preserve them in such manner and in such places as the Council shall determine. ~~He~~ The Finance Director shall receive and disburse all other public money coming into the City treasury ~~his hands as Treasurer~~ in pursuance of such regulations as may be prescribed by the authorities having lawful control over such funds.

There shall be in the ~~Department of Public Safety~~ Division, a ~~Division of Police~~ Department, a ~~Division of Fire~~ Department, and a ~~Building Department~~ Division of Building Engineering and Inspection. (11-6-1979), (11-7-2023)

ARTICLE 7. COMMISSIONS AND BOARDS

SECTION 1. General Provisions. A City Planning Commission, a Civil Service Commission and a Board of Zoning Appeals are hereby established by this Charter. The Council may establish by ordinance such other commissions or boards as it may deem necessary for the proper administration or trusteeship of any public fund, or for any proper municipal purpose. A member of any commission or board established by this Charter or by the Council conformably to this section shall be deemed an officer of this City within the meaning of this Charter. No person shall be appointed to any commission or board of the City who is related by blood or marriage to the Mayor or any member of Council.

(11-6-1979), (11-3-2009)

SECTION 2. City Planning Commission. The City Planning Commission shall consist of the Mayor, one member of Council to be selected by the Council, and three electors of the City not holding other municipal office. The present members of the City Planning Commission, other than the Mayor and ~~Councilmember~~ Councilman, shall continue to serve until the expiration of their respective terms, and their successors shall each be appointed by the Mayor for a term of four (4) years. A vacancy occurring during the term of any member of the City Planning Commission shall be filled for the unexpired term in the manner authorized for an original appointment.

The City Planning Commission shall have such powers as may be conferred on it by ordinance of the Council concerning the plan, design, location, removal, relocation and alteration of any public buildings or structures or those located on public streets or property; the location, relocation, widening, extension and vacation of streets, parkways, playgrounds and other public places, the approval of plats for the subdivision of land; the zoning and rezoning of the City for any lawful purpose and such other powers as are now or may hereafter be conferred upon it by ordinance of the Council or the general law of Ohio.

(11-8-1968)

SECTION 3. Civil Service Commission. The Civil Service Commission shall consist of three electors of the City not holding other municipal office to be recommended by the Mayor subject to consent and approval of a majority of Council to serve for terms of six years, except that the first appointment shall be for six, four and two years, respectively. At the time of any appointment not more than two members of the Commission shall be members of the same political party. A vacancy occurring during the term of any member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. A member of the Civil Service Commission may be removed by the Mayor subject to consent

and approval of a majority of Council for neglect of duty, incapacity, incompetency, or malfeasance in office, but only after opportunity has been given for a public hearing before the Council, to be held at least ten (10) days after written charges have been made and notice thereof been given to the accused member. Such member shall be heard in person or by counsel; and such removal shall be final.

The Civil Service of the City is hereby divided into the unclassified and classified service.

1. The unclassified service shall include:

- (a) All officers elected by the people.
- (b) All directors, heads and chiefs of departments and divisions and their assistants.
- (c) The Clerk of Council and Assistant Clerk.
- (d) The City Engineer and Assistant Engineer.
- (e) The members of all boards and commissions appointed by the Mayor or Council.
- (f) All employees in the Department of Public Service and Properties.
- (g) Any temporary or part-time office or any position requiring qualifications of an expert.

2. The classified service shall comprise all positions not specifically included by this section in the unclassified service.

The Civil Service Commission shall make necessary rules for the appointment, promotion, transfer, lay-off, reinstatement, suspension and removal of persons in the classified service. In the case of hiring and in the case of promotion, the Commission shall make necessary rules with regard to eligibility lists and with regard to certification of the number and the names of candidates from eligibility lists and with regard to the process of selection and appointment of those certified. Before any such rules or amendments thereof shall become effective, they shall be published in writing and an opportunity given for a public hearing thereon to be held after reasonable notice thereof has been given by the Commission.

The Commission shall provide rules for the procedure of the Commission, for standardization and classifications of positions, for competitive and noncompetitive tests, for qualifications in meeting reasonable requirements as to age, sex, physical condition and moral character, for investigating and keeping a record of the efficiency of the personnel in the classified service and for requiring reports relative thereto from appointing authority, for the maximum number of persons who may be certified to an eligibility list establishing eligibility for appointment, for such other rules as may be necessary and proper for the enforcement of the merit system and for appeals from the action of appointing authority in the case of transfer, reduction or removal and the action of the Commission on any such appeal shall be final.

When a position in the competitive classified service is to be filled by appointment as a hire or as a promotion, the appointing authority upon making that determination shall notify the Civil Service Commission of that fact and the Commission shall certify to such authority the names and addresses of that number of eligible candidates, as established by Commission Rules, standing highest on the eligibility list for the class or grade to which such position belongs. The appointing authority shall appoint anyone of the eligible persons certified to him, to such position. A candidate who has been considered for the appointment or promotion at least three times may, in the discretion of the Commission, be decertified by the Commission without further cause and shall thereafter be removed and be ineligible from further consideration by the appointing authority until recertification of eligibility on a subsequent list.

The Commission shall report its proceedings to the Mayor or Council upon request, and shall make a report to the Mayor at the beginning of each fiscal year.

All persons who have been continuously employed in the service of the municipality in the same or similar position, herein included in the classified service for at least thirty days

preceding the adoption of this Charter shall retain their positions until discharged, reduced, promoted, or transferred in accordance with the provisions of this Charter.

(11-8-1966), (9-9-1988), (11-3-2009), (5-3-2022)

SECTION 4. Board of Zoning Appeals. The Board of Zoning Appeals shall have such powers and membership as Council shall provide.

(11-6-1979)

ARTICLE 8. MISCELLANEOUS PROVISIONS

SECTION 1. Contracts and Fiscal Matters. The general laws of Ohio relating to budgets, appropriations, deposits, expenditures, debts, bonds, contracts, and other fiscal matters of municipalities shall be applicable to this City except as modified by or necessarily inconsistent with the provisions of this Charter.

SECTION 2. Franchises. The Council may by ordinance grant permission to any person, firm or corporation to construct and operate a public utility on, across, under or above any public street or ground within this City. It may prescribe in the ordinance the kind and quality of service or product to be furnished, the rate or rates to be charged therefor, and any other terms conducive to the public interest. Such grant may be amended or renewed in the manner and subject to the provisions established by this Charter for original grants. Such grant, amendment or renewal shall be for such period of time not exceeding twenty-five years as the Council may determine, and shall not be exclusive.

No consent of the owner of property abutting on any public street or ground shall be necessary to the effectiveness of any such grant, amendment, or renewal, unless the construction or operation of the public utility authorized thereby is of such character as to constitute an additional burden upon such public street or ground. All such grants, amendments or renewals shall be made subject to the continuing right of the Council to provide reasonable regulations for the operation of such utilities with reference to such streets and public grounds, including the right to require such reconstruction, relocation or discontinuance of appliances, plant or equipment used in such streets or public grounds as shall, in the opinion of the Council, be necessary in the public interest.

No ordinance making, amending, or renewing such grant shall be passed by the Council until it shall have been read at two regular meetings of the Council.

SECTION 3. Salaries and Bonds. The Council shall fix the salary or compensation of all officers and employees of the City, and may require any officer or employee to give bond for the faithful performance of their his duties in such amount as it may determine and with such surety as it may approve, and may from time to time require additional bond or surety of any officer or employee, and may provide that the premium for any such bond be paid by the City.

(11-8-1957)

Prior to the first day of November in 1959 and in each second year thereafter, the Council shall fix the compensation of the officers to be elected for the terms beginning on the next succeeding first day of January and the compensation of such officers shall not thereafter be changed for such term or any part thereof; except that for each absence of the ~~Councilmember councilman~~ from a regular meeting of the Council, unless authorized by the affirmative vote of at least four other members thereof, there shall be deducted a sum equal to two per cent (2%) of the annual salary of such ~~Councilmember Councilman~~. Persons filling vacancies for the unexpired terms of elective officers shall receive the compensation theretofore fixed for such elective officers. The compensation of other officers and employees may be fixed and changed at any time in the discretion of the Council. All fees pertaining to any office shall be paid into the city treasury. The Council may authorize any officer or employee of the City to make such travel as the Council deems to be in the public interest, and may provide that the expense of such travel be paid by the City.

SECTION 4. Pension and Relief Funds. The Council shall provide by ordinance for the establishment and maintenance of a police relief fund and of other pension, relief and retirement funds provided for by the general laws of the State of Ohio.

SECTION 5. Amendments. The Council may, by vote of at least five of its members, submit to the electors of the City of University Heights amendments to this Charter, and, upon petition signed by ten percent (10%) of the registered electors of this City setting forth any proposed amendment, such proposed amendment shall be so submitted by the Council. The submission of any proposed amendment to the electors shall be governed by the requirements of the Constitution of Ohio, and, to such extent as said Constitution shall fail to provide therefor, the Council shall determine the manner for such submission. If any such amendment is approved by a majority of the electors voting thereon, it shall become a part of this Charter; except that if two or more inconsistent amendments on the same subject are submitted at the same election, only the one of such amendments receiving the largest affirmative vote, nor less than a majority, shall become a part of this Charter.

SECTION 6. When Charter Takes Effect. For the purpose of nominating and electing officers of this City and fixing the compensation of those elected in 1941, this Charter shall be in effect from and after the time of its approval by the electors of this City; and for all other purposes it shall be in effect on and after the first day of January, 1942.

SECTION 7. ~~Saying Clause.~~ The determination that any part of this Charter is invalid shall not invalidate nor impair the force or effect of any other part hereof, except to the extent that such other part is dependent for its operation upon the part declared invalid.

SECTION 8. Effect of Charter Upon Existing Laws and Rights. The taking effect of this Charter shall not affect any pre-existing rights of this municipality, nor any right or liability or pending suit of prosecution either on behalf of or against the municipality, nor any contract entered into by the municipality nor for its benefit, nor any franchise granted by the municipality, nor pending proceedings for the authorization of public improvements or the levy of assessments therefor.

SECTION 9. Limitation on Rate of Taxation. The power of the Council without a vote of the people to levy taxes on property assessed and levied according to value, for the purpose of paying the current operating expenses, including the purpose of paying the police and firemen pensions, the establishment and continuation of a paramedic service, the protection of the health, safety and general welfare of the City, any or all of which is required to be, or may lawfully be included in the general levy for the general fund of the City, shall not exceed eight and one-half (8.5) mills per dollar of assessed valuation, outside the limitation imposed by the Constitution and statutes of the State of Ohio.

(11-7-1989)

SECTION 10. Effective Date of Section 9. This amendment enacting Section 9 shall become a part of the Charter of the City of University Heights, Ohio, effective as of the date of certification of the abstract of said election and adoption to the Secretary of State by the Board of Elections, according to law, for the purpose of fixing the tax rates including a levy upon the duplicate for the current year of 1966 and thereafter.

(5-3-1966)

SECTION 11. Construction. Gender-neutrality and Charter Corrections. From the effective date of this amended section, the Charter shall be revised and corrected to be gender-neutral. In addition, Council shall have the authority to enact by ordinance, adopted by unanimous vote, typographical, grammatical, numerical or organizational sequencing, or other non-substantive revisions and corrections to this Charter, which shall be limited to spelling, grammar, punctuation, sentence construction, standardization of terminology, phrases, or references, and renumbering, reordering, or resequencing any sentences, paragraphs, or sections and shall not affect the substance, meaning, or purpose of any provision of this Charter. Masculine pronouns used in this Charter shall be construed to include the feminine pronoun, and the singular number shall be construed to include the plural number whenever the context shall require.

~~—Except as a contrary intent appears herein, all acts of the Council of this municipality shall continue in effect until lawfully amended or repealed.~~

(11-6-1979), (11-7-2023)

SECTION 12. Anti-Discrimination. The City shall not discriminate on the basis of race, color, national origin, religion, age, disability, marital or partnership status, sex, sexual orientation, gender identity, gender expression, genetic information, pregnancy, citizenship status, caste, tribal affiliation or any other classification protected by applicable federal, state, or local law unless reasonably necessary to normal operations and having a substantial relationship to job function and responsibilities.

(11-7-2023)

On July 31, 1978 the Mayor and Council approved Resolution No. 78-20, which established a Commission to review the Charter of the City of University Heights. Seven members of the Commission¹ were elected at the regular election held on November 7, 1978. Seven other members² were appointed by members of the City Council. The fifteenth member³ was appointed by the Mayor.

1. Dale R. Friedland, Judith Guttman, Marvin Jaffe, Annette Paley, Alan Rutsky, Alan Starkoff and Adele Zucker.

2. Alec Berezin, Dennis Brennan, Louis Logsdon, Joseph Saslaw, Lee Tucker, Leonore Vannice and Paul A. Woelfl, S.J.

3. Mark O' Neill, Chairman.

INFORMATION PERTAINING TO THE ORIGINAL CHARTER COMMISSION:

The Charter Commission of the City of University Heights, Ohio elected November 5th, 1940 has framed the foregoing Charter, and has fixed June 3rd, 1941, as the time of the election at which said Charter shall be submitted to the electors of the Municipality.

THE CHARTER COMMISSION

Earl W. Aurelius, Chairman Charles Falk

Roy J. Madden, Vice-Chairman George I. Goodman

A. W. Anderson Carl F. Koenig

A. C. J. Brickel Ralph IC. LePrevost

Leonard C. Corcoran George E. Line

Arthur H. Craig Brooks W. Maccracken

J. E. Crouch Edmund C. Manning

Louis A. Logsdon, Secretary

ORDINANCE NO. 2023-86

Introduced By: Council as a Whole

AN ORDINANCE AMENDING ORDINANCE 2023-10 TO INCREASE THE COMPENSATION OF THE VICE MAYOR FOR THE TERM BEGINNING JANUARY 1, 2024 AND DECLARING AN EMERGENCY

WHEREAS, recent amendments to the City Charter, as adopted by the City’s electorate on November 7, 2023, create additional duties and responsibilities for the Vice Mayor; and

WHEREAS, the Vice Mayor shall be in charge of running City Council Meetings, and it is anticipated that the Vice Mayor will spend additional time in preparation of Council Agendas and in preparation for the City Council Meetings;

WHEREAS, the Vice Mayor is elected each year in accordance with Codified Ordinance Section 220.05 entitled “Organization,” which reads in pertinent part as follows: “At the first regular meeting in January immediately following each regular municipal election, Council shall organize and elect, by a majority vote, one of its members as Vice Mayor, who shall serve for a period of two years thereafter.”

WHEREAS, a Vice Mayor will be elected at the Council organizational meeting occurring in January, 2024, since that meeting will be the first organizational meeting following the regular municipal election held on November 7, 2023, and since the current two-year term of the Vice Mayor expires at the end of 2023;

WHEREAS, In light of the additional duties of the Vice Mayor resulting from the Charter amendments, Council wishes to increase the rate of pay for the Vice Mayor;

WHEREAS, Since the Vice Mayor for the 2024-2025 term is not yet known, the pay raise contemplated hereby is not intended to be an “in-term pay raise” that would otherwise be prohibited; nevertheless, the Council has directed the Law Director to obtain an advisory opinion to confirm that such pay raise is not prohibited; and

WHEREAS, it is Council’s intent to implement the pay raise for the Vice Mayor retroactively, only after a favorable advisory opinion has been obtained;

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

Section 1. Section 3 of Ordinance 2023-10 shall be amended to read in its entirety as follows:

For the applicable term of office, the Vice-Mayor, in addition to receiving a salary as a council person, the Vice-Mayor of the City of University Heights shall receive an additional supplement in the amount of \$1,000.00400 annually.

Section 2. Existing Section 3 of Ordinance 2023-10 is hereby repealed. All remaining sections of Ordinance 2023-10 shall remain in full force and effect.

Section 3. The Finance Director is directed to pay the Vice Mayor the additional supplement at the rate of \$400 annually until a favorable Advisory Opinion is obtained from either the Auditor of State or the Ohio Ethics Commission, at which time the pay increase shall become effective, retroactive to January 1, 2024. If a favorable Advisory Opinion is not obtained, the Vice Mayor’s rate of supplemental pay shall remain \$400 annually.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, Ohio, and for the additional reasons to immediately amend Ordinance 2014-55, and clarify and establish the supplemental rate of pay the Vice Mayor prior to Council’s organizational meeting in January of 2024; and provided it receives the affirmative vote of not less than five (5) members of Council, it shall take effect immediately upon its passage and approval of the Mayor; otherwise, it shall become effective 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

ORDINANCE NO. 2023-77

INTRODUCED BY: Mayor Michael Dylan Brennan

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED NORTHEAST OHIO REGIONAL SEWER DISTRICT MEMBER COMMUNITY INFRASTRUCTURE GRANT AGREEMENT FOR THE EAST SCARBOROUGH AND CANTERBURY RELIEF SEWER PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORS”) notified the City that it received a Member Community Infrastructure Grant (“MCIP”) for the East Scarborough and Canterbury Relief Sewer Project (“Project”); and

WHEREAS, the proposed project addresses the Sanitary Sewer Overflow connection near the intersection of East Scarborough and Canterbury Road, on the border of Cleveland Heights and University Heights; and

WHEREAS, the overflow is present to prevent basement backups on East Scarborough and Canterbury during significant rain events, but currently allows sanitary sewer water to overflow into the storm sewer; and

WHEREAS, the Project includes installation of 230 feet of sanitary relief sewer on Canterbury from East Scarborough to Meadowbrook that will tie directly into the NEORS Deep Tunnel (Lee-Superior ICRS) in the intersection of Canterbury and Meadowbrook, allowing for disconnection of the Sanitary Sewer Overflow; and

WHEREAS, the MCIP grant requires 50/50 matching funds in the amount of \$86,951.67; and

WHEREAS, the City has been informed that NEORS is increasing the funding for the Project for an additional \$45,903.67.

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

Section 1. Council hereby authorizes the Mayor to enter into the Amended NEORS MCIP Grant Agreement for the East Scarborough and Canterbury Relief Sewer Project, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Council hereby appropriates matching funds in the amount of \$86,951.67 to be contributed by the City for completion of the Project.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to comply with applicable time periods for award of the grant funding. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

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

EXHIBIT A



**Community Cost-Share Program
REQUEST FOR BUDGET MODIFICATION**

*Community Cost-Share Program
Request for Budget Modification*

Member Community: City of University Heights

Project Title: East Scarborough & Canterbury Relief Sewer

Project Manager: David D. Cesse
Signature

Date: 11/06/2023

Justification and Description of Changes:

Provide a summary of the revised budget (by category) and include a brief justification and itemized breakdown for the amount proposed in each category. For example, stream restoration project extended by 500 feet of streambank @ \$150/linear ft. to protect newly discovered underground utility.

Summary of Project Modification:

Professional services - additional budget for survey and stakeholder coordination
 Subcontract - engineer's estimate was lower than the bids received, the low bid awarded to Fabrizi Trucking and Paving Co. was \$179,807
 Original request \$86,951.67
 Requesting additional \$45,903.67

Project Expenses	Original Budget	Revised Budget	Details
Professional Services	\$12500	\$25000	Survey, design, permitting, and CA/CI
Personnel (<i>Member Community Staff Only</i>)			
Subcontract	\$74451.67	\$107855.34	Construction costs
Equipment			
Materials			
Other			
TOTAL	\$ 86951.67	\$ 132855.34	\$45,903.67 increase - lmm

Direct all Community Cost-Share budget modification questions and requests to the Watershed Team Leader, 216-881-6600, and the Grant Programs Administrator is to be copied on all correspondence pertaining to budget modification.

**AMENDMENT TO
COMMUNITY COST-SHARE AGREEMENT
(DISTRICT AGREEMENT NO. 23007740)
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF UNIVERSITY HEIGHTS**

This Amendment to Agreement (the “Amendment”) is made and entered into this _____ day of _____, 2023, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013, and **the City of University Heights** (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____.

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, on or around November 16, 2023, the District and the City entered into a Community Cost-Share Agreement (the “Agreement”) for the City’s East Scarborough and Canterbury Relief Sewer Project (the “Project”); and

WHEREAS, the bids received for the construction of the Project exceed the engineer's estimate; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the funding by \$45,903.67.

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Amendment, the parties agree as follows:

1. By execution of this Amendment, the District and the City agree that the total Community Cost-Share funding allocated to the Project under the Agreement shall be increased by the amount not to exceed \$45,903.67 for an amended total funding amount of \$132,855.34, as further described in the Request for Budget Modification attached hereto as Exhibit “A.”

2. The provisions of this Amendment are hereby incorporated into the Agreement, as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall control.

The parties have executed this Amendment on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF UNIVERSITY HEIGHTS

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF UNIVERSITY HEIGHTS

Assistant/Director of Law

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Amendment may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Amendment shall have the same legal effect as if such signatures were in their originally written format.

**MODIFICATION TO
AGREEMENT NO.
23007740**

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF UNIVERSITY HEIGHTS

FOR

COMMUNITY COST-SHARE AGREEMENT
AMENDMENT:

EAST SCARBOROUGH AND CANTERBURY
RELIEF SEWER PROJECT

Total Additional Cost: \$45,903.67

Total Revised Agreement Amount: \$132,855.34

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

From: [Michael Brennan](mailto:Michael.Brennan@cityofuh.com)
To: [Eric Mack](mailto:Eric.Mack@coyhog.com)
CC: [Gwelo](mailto:Gwelo@seuclid.com)
Subject: PW: Resurfacing Warrensville Center Road: University Height & South Euclid
Date: Friday, November 15, 2023 2:23:05 PM
Attachments: [map001.png](#)

This message was sent from the City of University Heights.

Kelly,
 Please include this email in the packet for Monday's meeting regarding Warrensville Center Road project. This project is for Fiscal Year 2026, which starts July 1, 2025. The County wants to confirm that Council is favorable to having the County take lead on the design engineering, meaning the County will either hire a design engineer or use South Euclid's engineer (Hovancick). Thanks.

Michael



Michael Dylan Brennan | Mayor
 City of University Heights
 2300 Warrensville Center Road, University Heights, Ohio 44116-3395
 (216) 932-7800 (ext. 222) | Mobile: (216) 966-6383
mbrennan@cityofuh.com

From: Eric Mack <emack@coyhogcounty.us>
Sent: Monday, November 27, 2023 4:29 PM
To: Michael Brennan <MDB@universityheights.com>; gwelo@seuclid.com
Cc: Nichole English <nenglish@coyhogcounty.us>
Subject: Resurfacing Warrensville Center Road: University Height & South Euclid

Good afternoon Mayor Welo & Mayor Brennan,

Thank you for discussing the Warrensville Center Road Project with us last week.

We have taken the construction cost estimates provided by your engineer and included a design cost and a construction inspection cost to build the table below for each community.

Construction & Construction Inspection was split 80 (Federal)/10 (County)/10 (City). Design was split 60 (County)/40 (City).

Please review these values and the assumptions below. After we receive your concurrence, we can discuss the next steps and associated timeframes.

Please let me know if you have any questions.

Thank you,

Eric

South Euclid				
	COST	Federal Funding	County	South Euclid
		80/10/10 Max. \$0,393,856		
Construction	\$ 4,600,000	\$ 3,680,000	\$ 460,000	\$ 460,000
Design (5%)	\$ 230,000		\$ 138,000	\$ 92,000
Construction Inspection (5%)	\$ 230,000	\$ 184,000	\$ 23,000	\$ 23,000
TOTAL	\$ 5,060,000	\$ 3,864,000	\$ 621,000	\$ 575,000

University Heights				
	COST	Federal Funding	County	University Heights
		80/10/10 Max. \$0,000,000		
Construction	\$ 2,900,000	\$ 2,320,000	\$ 290,000	\$ 290,000
Design (5%)	\$ 145,000		\$ 87,000	\$ 58,000
Construction Inspection (5%)	\$ 145,000	\$ 116,000	\$ 14,500	\$ 14,500
TOTAL	\$ 3,190,000	\$ 2,436,000	\$ 391,500	\$ 362,500

Assumptions:

- Cities to confirm lane use prior to design starting.
- County to hire design consultant to prepare construction plans.
- County to sell and oversee construction.
- County will prepare municipal agreements with communities after Convenience & Welfare is passed by County Council.
- Ohio Public Works Commission (OPWC) funding not included at this time. County will evaluate if this project is a strong candidate for funding and would apply Fall of 2024.
- Construction estimates provided were adjusted for inflation.

Alternative:

- South Euclid to prepare construction plans using their city engineer for project instead of County hiring design consultant.

Eric Mack, P.E.

Cuyahoga County Department of Public Works
 2079 East Ninth Street, Fifth Floor
 Cleveland, Ohio 44115
 Phone: (216) 443-7944
 Cell: (216) 215-6291
 Email: emack@coyhogcounty.us
 Web: <http://publicworks.cuyahogcounty.us/>

ORDINANCE NO. 2023-78

INTRODUCED BY: MAYOR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY, OHIO FOR THE ROAD RESURFACING PROJECT OF WARRENSVILLE CENTER ROAD AND DECLARING AN EMERGENCY.

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The Resurfacing of Warrensville Center Road from Fairmount Boulevard to Cedar Road in the City of University Heights (the “Project”).

WHEREAS, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows.

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

Section 1.

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the Project.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the Project.
2. That the MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans, estimates, specifications and bid proposal for conformance with section B-2 of this Agreement. County approvals of these documents are required prior to the advertisement of the construction contract. The COUNTY will make an inspection of the completed Project.
5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

C. FUNDING

1. MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY’s portion of the project.
2. That the COUNTY shall contribute fifty percent (50%) of the actual cost of construction and construction engineering which is determined to be eligible by the Cuyahoga County Engineer’s policies up to a maximum of \$250,000.
3. In the event MUNICIPALITY secures additional funding for the Project, County’s financial contribution and the supplemental funding cannot exceed the total actual cost of the Project.

4. The anticipated construction cost for this project is \$1,560,000. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said resurfacing, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the resurfacing in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

1. That upon completion of the Project, MUNICIPALITY will thereafter keep said highway open to traffic at all times; and
2. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
3. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “Four-way Stop” as provided in the aforesaid Manual are met; and
5. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the Project shall be made available therefore.
2. That the MUNICIPALITY will arrange for the acquisition of any additional right-of way which may be required for the construction of the Project.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to

electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio, for approval to use County Motor Vehicle License Tax Funds for the improvement.

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 determined to be an emergency necessary for the immediate preservation of the public peace, health and safety of the City of University Heights and for the further reason of the need for expediting highway improvement to promote highway safety. 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

FIRST READING: _____

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2023-79

INTRODUCED BY: COUNCIL AS A WHOLE

**AN ORDINANCE REAPPOINTING LUKE F. MCCONVILLE AS
LAW DIRECTOR EFFECTIVE JANUARY 1, 2024, AND
DECLARING AN EMERGENCY**

WHEREAS, the Council desires to reappoint Luke F. McConville as City Law Director;

WHEREAS, Mr. McConville has indicated that he wishes to be appointed for a three-month period only;

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

Section 1. Reappointment

Luke F. McConville is hereby reappointed Law Director of the City of University Heights, Ohio, effective January 1, 2024 and for a term expiring at the end of March 31, 2024;

Section 2. Basic Services

Subject to the compensation provisions herein, the Law Director, on a part-time basis shall: administer the Department of Law in accordance with all applicable laws; shall appoint and supervise the conduct of the Assistant Law Director-Prosecutor and shall provide such other basic legal services as may be further specified by City Council;

Section 3. Compensation for Legal Services

As of January 1, 2024, the Law Director shall be compensated in the form of annual salary in the amount of \$80,000.00. The City shall make contributions on the Law Director's behalf to the Ohio Public Employees Retirement System. The Law Director shall provide the following services:

- (a) General legal services, provide advice to the Mayor, members of Council, department heads, attendance at meetings of Council, Directors' meetings, Board of Zoning Appeals, Planning Commission and Civil Service Commission meetings, and any other meetings, if any, designated by City Council or the Mayor.
- (b) In addition, additional services, as authorized by the Mayor or Council, including, but not limited to, services for litigation after commencement of the legal process, hearings before administrative agencies (not including Planning Commission, Civil Service Commission or Board of Zoning Appeals), and for any and all services in preparation for any such matters, and for services in litigation avoidance matters involving another party or person and/or their representative, and for all service and advice in property research, easement acquisitions, analysis of deeds and plat maps, property sales and acquisitions, and for services rendered for or in relation to the City's community improvement corporation, shall be compensated hourly at the rate of \$175.00 per hour, which shall not be subject to contribution to the Public Employees Retirement System.

Section 4. Funding

City Council shall budget and appropriate all funds necessary and incidental for the expenses and compensation required for the Department of Law and as provided in this Ordinance.

Section 5. Indemnification

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

Section 6. This Ordinance shall supersede any ordinance in conflict herewith.

Section 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that 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 8. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights, Ohio, for the reason that Mr. McConville’s appointment expires as of December 31, 2023. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

FIRST READING:

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2023-81

BY: COUNCIL AS A WHOLE

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

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

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

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

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

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

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

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

Section 1. Appointment

The appointment of Michael E. Cicero as Prosecutor and Assistant Law Director is hereby acknowledged and approved, effective January 1, 2024 to remain in office through December 31, 2025.

Section 2. Basic Services

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

Section 3. Compensation for Legal Services

Effective January 1, 2024 and annually thereafter until December 31, 2025, the City shall budget and pay the Prosecutor compensation in the form of annual salary and/or retained or contracted services the sum of \$45,000.00, including the City's portion due the Public Employees Retirement System, to:

- (a) Prepare and prosecute all criminal and traffic matters before the Shaker Heights Municipal Court, inclusive of court time including court time to enter any plea deal or argue any motion;
- (b) Regularly advise and assist the Police Department, Fire Department, and Building Department in all matters related to Shaker Heights Municipal Court proceedings; and

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

In addition, the Prosecutor's time necessary to prepare for and conduct any jury trial or to prosecute any appeal shall be compensated hourly at the rate of \$175.00 per hour, which shall not be subject to contribution to the Public Employees Retirement System, provided that the Prosecutor's annual aggregate fee-for-service-billings hereunder shall be capped at \$10,000.00. In the event that the volume of jury trials or appeal proceedings is such that the City Prosecutor has exhausted the cap on billings set forth herein, the Prosecutor shall be permitted to seek additional authority from City Council to bill on a fee-for-service basis, which authority may be granted or withheld in City Council's sole and absolute discretion.

Section 4. Funding

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

Section 5. Expenses

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

Section 6. Indemnification.

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

Section 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that, except for permitted executive sessions, all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 8. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of University Heights, Ohio, for the reason that Mr. Cicero will handle the City's municipal court docket as of January 1, 2024. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2023-82

INTRODUCED BY: COUNCIL AS A WHOLE

**AN ORDINANCE REAPPOINTING KELLY M. THOMAS AS
CLERK OF COUNCIL EFFECTIVE JANUARY 1, 2024, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Council desires to reappoint Kelly M. Thomas as Clerk of Council;

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

Section 1. The Council of University Heights hereby reappoints Kelly M. Thomas to serve as Clerk of Council of University Heights, Ohio, effective immediately upon the adoption of this Ordinance; to serve at the pleasure of Council, or until a successor is qualified and duly appointed. The appointment shall be for the two-year period ending December 31, 2025.

Section 2. The Clerk shall perform all duties imposed on that office by law under the City Charter, the City Ordinances now in force or hereafter enacted and Ohio law, and to perform such other duties as may be directed from time to time by the Council and, as permitted by the Council, such services as may be appropriate to assist the Mayor.

Section 3. The Finance Director is hereby authorized to pay the Clerk, and Council hereby appropriates sufficient funds for such compensation.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to secure the appointment of Ms. Thomas and the performance of the duties of Clerk of Council immediately in 2024. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL D. BRENNAN, MAYOR

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2023-80

INTRODUCED BY: Mayor Michael Dylan Brennan

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TRANSPORTATION SERVICES CONTRACT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY

WHEREAS, The City desires to retain Senior Transportation Connection to provide certain transportation services to the City and/or those for whom the City provides transportation opportunities or programs; and

WHEREAS, Senior Transportation Connection is properly qualified to provide transportation services to the City and its residents;

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

Section 1. Council hereby authorizes the Mayor to enter into a Transportation Services Contract with Senior Transportation Services, on the terms and conditions set forth in Exhibit A, for transportation services to the City and its residents. The Agreement is attached hereto as Exhibit A and 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, by allowing the City to provide ongoing transportation services and continuity of transportation services to its residents, without interruption. 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

Transportation Services Contract

This Transportation Services Contract (the "Contract"), made and entered into as of this _____ day of _____, 2023, by and between the City of University Heights, ("Recipient,") and Senior Transportation Connection, an Ohio non-profit corporation ("Contractor").

WHEREAS, the Recipient desires to retain the Contractor to provide certain transportation service to the Recipient and/or those for whom Recipient provides transportation opportunities or programs ("Passengers"); and

WHEREAS, the Contractor is properly qualified to furnish transportation services and desires to provide transportation services to the Recipient and/or its Passengers according to the terms and conditions stated herein.

Now, therefore, the Recipient and the Contractor agree as follows:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not be construed to be an agent or employee of the Recipient. As an independent contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable federal, state and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor's employees' wages or salaries.

- A) The Contractor shall hire, compensate and supervise members of its work force, and shall direct and control the manner in which transportation work is performed, including the conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will work.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide transportation or other service(s) to other private and public entities.

SECTION 2: TERM

Subject to the early termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2024 and end on December 31, 2024 ("Term"). Unless either party serves written notice of cancellation to the other party at least ninety (90) days prior to the end of the Term, the Term of this Contract shall renew automatically for successive one year terms under the same terms and conditions, except that the monthly service fees shall increase in proportion to the percentage change in the U.S. Consumer Price Index, all items, U.S. Bureau of Labor Statistics, 1982-1984 = 100, Cleveland-Akron Area Average, over the previous twelve (12) months. If the CPI is revised so as to be based on different average years or other factors, or if it is no longer issued or published, the parties shall use such other index as is then

generally recognized and accepted for similar determinations of purchasing power. Fuel costs may also increase or decrease under the fuel escalation provisions contained herein.

SECTION 3: OVERVIEW

During the Term of this Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals or who are otherwise determined by the Recipient to be eligible for its transit program.

SECTION 4: FEE SCHEDULE & PAYMENTS

Group Trips

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$60.00 per one-way Passenger trip for the group transit activities (senior center, lunch programs, shopping). \$60.00 is the rate for UP TO, and including, five (5) individuals. The Recipient will pay the Contractor a rate of \$12.00 per one-way Passenger trip for each passenger above the five (5) individuals. A group trip must be comprised of individuals going to the same destination. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A, which shall be credited back to the Recipient on the following month's invoice.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance provided by the Contractor per month.

Individual Trips

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$36~~5~~.00 per one-way Passenger trip, which is defined as medical, therapy, or personal. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance, provided by the Contractor per month.

Recipient will be electronically invoiced monthly by the 10th business day of the month for the previous month's activity to Rita Drew, rdrew@universityheights.com.

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

The Recipient shall not be obligated to pay, and shall not pay, more than \$20,000.00, including all fees for rides and any fuel escalation as permitted herein, for services provided pursuant to this Contract during the Term of the Contract unless the Recipient approves additional rides and expenditures, and if the City Council of University Heights appropriates additional funds. Contractor is not obligated to provide more rides at the base rate plus any fuel escalation, that would total an amount greater than \$20,000.00.

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NO SHOW OR LATE CANCELLATIONS

Senior Transportation Connection Contract with City of University Heights

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after this time or does not receive a notice of cancellation, the Contractor may bill the Recipient for two (2) one-way Passenger trips for each cancellation over 10% of total cancellations for that month. The Contractor will provide written notification to the non-compliant Passenger per the Contractors policy attached hereto to as EXHIBIT B.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon.

Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the www.aaafuelgaugereport.com.

Vehicle Trip Charge:

If the monthly average exceeds the base rate, the fuel surcharge per trip will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of trips for the month.

Vehicle Hour Charge (applies to group trips and contracts based upon hourly rates):

If the monthly average exceeds the base rate, the fuel surcharge per hour will equal .01 for every .01 above the base rate. For example, if the monthly average exceeds the base rate by .13, the monthly fuel surcharge will be .13 times the number of vehicle hours for the month times 1.3 (STC's average trips/hour).

This monthly fuel surcharge will appear as a separate line item on your invoice.

FARES

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor for individual trips. The Passenger fare shall be paid according to Recipient's fare policy unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers will not accept tips or indicate to Passengers that a tip is expected or permitted.

SECTION 5: SCOPE OF SERVICE

SERVICE AREA

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

OPERATING SCHEDULE

Transportation services operate Monday through Friday, 8:00AM to 4:00 pm, within the

Senior Transportation Connection Contract with City of University Heights

specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes and schedules, so as to accommodate ridership.

The Contractor maintains a policy on closings in case of weather-related conditions and emergencies. This policy is attached as EXHIBIT D to this Contract.

TRIP RESERVATIONS AND SCHEDULING

- A) All riders must be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated numbers.
- C) The Contractor may accept trip requests up to three (3) days prior to travel or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which will include the Passenger's name, the location of each Passenger's pick-up and drop-off point, whether the Passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the Passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added ("add-ons") to the manifest during the service day, if the schedule permits, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration and, unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable precautions to secure its vehicles and records.
- D) Telephone/fax
 - 1) Contractor and Recipient shall equip its administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.
 - 2) Contractor shall provide, at its own expense, a dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

VEHICLES

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA).

CONTRACTOR'S PERSONNEL

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, national origin, military status or any other legally protected characteristic. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act, as amended.

DRIVER SELECTION& TRAINING

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:
 - 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four);
 - 2) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire, and every 5 years thereafter.
- B) **Driver Training.** The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
 - 1) Defensive driving;

- 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
- 3) Operating procedures, including fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems and dispatch procedures;
- 4) Familiarization with the service area and passenger assistance techniques; and
- 5) Relevant policies and procedures contained in an Operator's Manual.

In addition, the driver training shall include at least:

- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance; and
 - c) Maintaining records for all drivers to verify that the training has been received.
- 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three (3) years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with Passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

PASSENGER ASSISTANCE

- A) Drivers shall provide "door to door" assistance as necessary. "Door to door" is defined as the location immediately outside of the Passenger's pick up or drop off location, be it the personal residence, office building, store, etc. If a Passenger does not wish assistance, the driver shall visually confirm that the Passenger makes it safely inside the building at the Passenger's destination. Drivers shall be instructed to exercise tact at all times to maintain Passengers' dignity and pride.
- B) Unsure Destination. In the event that any confusion occurs about the correct destination to which a Passenger is to be taken (e.g. if the Passenger says the location is wrong, the building is vacant or the address cannot be located), the driver is required to confer with Passenger and obtain instructions from the dispatcher. No Passenger shall be picked-up or dropped-off at any address other than the one originally given to the Contractor without prior approval of the dispatcher.
- C) Waiting for and Notifying Passengers
- 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
 - 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor

shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, Passenger complaints, Passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a Passenger if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive, intoxicated or if there are other significant health and welfare concerns. All service denials shall be reported to the Recipient's designee within a reasonable time.

SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service as soon as possible.

SECTION 6: ACCIDENTS

If a passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify Dispatch and Dispatch will notify a family member or emergency contact.

SECTION 7: REPORTING

The Contractor shall provide reports upon request that include:

- A) Information as may be required by Federal Transit Administration and the Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

SECTION 8: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS

- A) The Contractor represents that it is currently and agrees that it shall continue to be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under

this Contract.

- B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti- kickback statute (42 U.S.C. 1320a-7(b)), and in particular, that the services performed under the Contract do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 10: INSURANCE

- A) Vehicle Insurance. ~~The Contractor shall obtain and maintain during the term of this Contract \$1,000,000 primary auto liability and \$2,000,000 excess auto liability coverage. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation. The Contractor shall obtain and maintain during the term of this automobile liability insurance coverage in the amount of at least \$1,000,000/ per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date.~~
- B) General Liability Insurance. Contractor shall obtain Comprehensive General Liability insurance for \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 11: INDEMNIFICATION/LIMITS OF LIABILITY

To the full extent of the available insurance under Section 10, only, the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR

CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SECTION 12: RECORDS

The parties shall maintain such financial and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment.

Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 13: TERMINATION

Either Party may terminate this Contract for any reason, or for no reason, upon ninety (90) days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's operations are dependent upon and funded in substantial part by quasi-governmental entities and private nonprofit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon thirty (30) days' written notice to Recipient, and in Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination for convenience or due to funding issues, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

SECTION 14: LEGAL FEES AND WAIVER

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

SECTION 15: VENUE AND GOVERNING LAW

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 16: SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 17: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, Government acts or omissions, fires, strikes, national disasters, pandemics, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 18: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 4.

SECTION 19: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to Recipient:

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

Copy to:

Mr. Luke McConville
Law Director, City of University Heights
Nicola, Gudbranson & Cooper, LLC,
1400 Republic Building,
25 West Prospect Avenue
Cleveland, Ohio 44115

If to Contractor:

Laura Kleinman
Executive Director
Senior Transportation Connection
4735 West 150th Street, Suite A
Cleveland, Ohio 44135

SECTION 20: ENTIRE CONTRACT

Senior Transportation Connection Contract with City of University Heights

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:

By : _____
Name : _____
Title : _____
Dated : _____

CONTRACTOR:

By: _____
Name : _____
Title : _____
Dated : _____

Exhibit A
Operating Protocol & Defined Service Area

Organization: **University Heights**

Provider: **University Heights**

Funder: **University Heights**

Contact name: Mayor Michael Dylan Brennan

Email: mdb@universityheights.com

Phone: (216) 932-7800 X-222

Fax: (216) 932-8531

STC Office Hours: Mon-Fri 7am-5pm

Van/Appt days and hours: Mon-Fri 8am-4pm

Cancellation procedure: **STC Policy** (before 7am day of trip)

Registration procedure: STC Procedures

Individual bookings: YES

Subscriptions allowed: YES

Fares: \$3.00 cash each way

Of trips allowed: unlimited

Personal trips allowed

Service area: **Can go** anywhere CPA (Highland Hts, Lyndhurst, Mayfield Hts./Village& S. Euclid—check protocol) can go. **NO** Broadview Hts. or Independence.

Miscellaneous Information:

1. **Make sure you book all MEDICALS!**

Exhibit B

Policy: No Shows or Late Cancellations

Purpose

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling, and that no-show Passengers are located and safe.

Policy

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, Passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a Passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact Dispatch. Dispatch will contact the Passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the Passenger. Once the driver has determined the Passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it is important that Passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC Passenger. If a Passenger fails to call before 7:00 am the day of service, the Recipient will be charged the "no show" rate.

Recipient agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.

Exhibit C
Policy: Holidays

The Contractor recognizes, offices and operations are closed, for the following holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit D
Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

Contractor Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact all riders scheduled for that day and advise them of trip cancellations. Reasonable efforts will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.


Recipient Responsibilities:

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City Services, the local Senior Center, or the Recipient's specific programming, due to inclement weather.

INTENTIONALLY LEFT BLANK

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: BUDGETED FUND TRANSFERS AND ADVANCES

DATE: DECEMBER 14, 2023

CC: KELLY THOMAS, CLERK OF COUNCIL

I would like to add the following items to the Council agenda for December 18, 2023 meeting. These transactions relate to one remaining budgeted fund transfer for 2023 (CIC) and several advances from the General Fund to Special Revenue Funds. The details of these transfers/advances are highlighted below:

<u>TRANSFER FROM</u>	<u>TRANSFER TO</u>	<u>AMOUNT</u>
GENERAL FUND - 100	CIC – 800	\$25,000.00

This transfer is to provide funding in the City Beautiful - Community Improvement Corporation for various purposes as approved by the CIC Board. This transfer was discussed at the December 6, 2023 CIC meeting. This transfer was included in the original 2023 permanent budget.

There are also several advances necessary to support year end fund balances:

<u>ADVANCE FROM</u>	<u>ADVANCE TO</u>	<u>AMOUNT</u>
GENERAL FUND - 100	STREET MAINTENANCE FUND – 200	\$580,000.00
GENERAL FUND - 100	UNIVERSITY SQUARE TIF FUND – 240	\$35,000.00
GENERAL FUND -100	CAPITAL IMPROVEMENT FUND – 400	\$9,000.00

Advances are basically temporary loans from the General Fund that are expected to be repaid at some point in the future (transfers are not repaid).

The advance for the Street Maintenance Fund is to cover expenses which have not been reimbursed as of yet. These expenses relate to the ODOT Cedar Rd. project. We do not have a final reconciliation from ODOT to receive a settlement of escrow monies not expended. The City Engineer expects that final settlement to occur in late spring 2024. That reconciliation will also detail what additional funds we are to expect from the City of South Euclid for their share of the project.

The other advances are to cover temporary negative fund balances at year end. These advances will be re-paid to the General Fund in 2024 when revenue is credited to each fund. If the amount necessary at year end is less than the proposed transfers detailed above (due to late month revenue) we will record the advance in the amount needed and not to exceed the proposed amount listed above.

ORDINANCE NO. 2023-83

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE
GENERAL FUND (100) TO THE
COMMUNITY IMPROVEMENT CORPORATION (CIC) FUND (800)
AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO, THE TRANSFER OF FUNDS FROM THE GENERAL
FUND (100) TO THE COMMUNITY IMPROVEMENT CORPORATION (CIC) FUND (800)**

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

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	Community Improvement Corp. Fund (800)	<u>\$25,000.00</u>
	Total:	<u>\$25,000.00</u>

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

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

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

CITY OF UNIVERSITY HEIGHTS, OHIO

**_____
MICHAEL DYLAN BRENNAN, MAYOR**

PASSED:

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE NO. 2023-84

Introduced By: Mayor Michael Dylan Brennan

AN ORDINANCE AUTHORIZING THE ADVANCEMENT OF FUNDS FROM THE GENERAL FUND (100) TO THE STREET MAINTENANCE FUND (200); UNIVERSITY SQUARE “TIF” FUND (240) AND CAPITAL IMPROVEMENT FUND (400) AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THE ADVANCEMENT OF FUNDS FROM THE GENERAL FUND (100) TO THE STREET MAINTENANCE FUND (200); UNIVERSITY SQUARE “TIF” FUND (240) AND CAPITAL IMPROVEMENT FUND (400)

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

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	Street Maintenance Fund (200)	\$580,000.00
General Fund (100)	University Square “TIF” Fund (240)	\$35,000.00
General Fund (100)	Capital Improvement Fund (400)	<u>\$9,000.00</u>
	Total:	\$624,000.00

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

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

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

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED:

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL


APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: FINAL 2023 APPROPRIATIONS 

DATE: DECEMBER 15, 2023

CC: KELLY THOMAS, CLERK OF COUNCIL

Attached is a schedule of final appropriations for 2023. There are some minor adjustments to various departments and funds to provide sufficient support to pay obligated expenses before December 31, 2023.

The net increase to the overall 2023 budget, computed against the most recent budget amendment, is \$27,817.08. The final 2023 budget, for all funds, will be \$24,448,811.58. The new final budget for the General Fund will be \$18,134,437.61.

As of today, the City has expended \$21,072,929.52 in all funds. Similarly, General Fund expenses to-date are \$16,623,475.22.

We expect to be under the final budget in the General Fund and on an all funds basis at year end.

There is one more payroll scheduled for December 28, 2023, so the changes proposed on the attached schedule contain some cushion to allow for unforeseen charges related to items such as overtime, comp time cash outs and new medical rates. We also have yet to process the retro pays for the Local 860 contract for Service employees. That will be completed next week.

I would request that this item be submitted to Council (on emergency) at the December 18, 2023 meeting. It will need to be filed with the County subsequent to any/all changes being approved and authorized by Council.

Please let me know if you have any questions.

Attachment

ORDINANCE NO. 2023-87

Introduced By: Mayor Michael Dylan Brennan

AN ORDINANCE AMENDING ORDINANCES 2022-69 AUTHORIZING PERMANENT FINAL 2023 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 #2 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

EXHIBIT “A”

Appropriations December 2023

CITY OF UNIVERSITY HEIGHTS
Appropriations Grouping Details
Final Permanent Appropriations for Fiscal Year 2023
Through December 31, 2023

	YTD Budget CY-2023	BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
100 General Fund					
1100 Public Safety					
Other	2,100.00				
Sub Total 1100 Public	<u>2,100.00</u>		\$ 2,100.00	\$ -	\$ 2,100.00
1110 Police Department					
Personnel	4,182,250.00	\$ 86,120.00	\$ 4,268,370.00	\$ 22,000.00	\$ 4,290,370.00
Other	411,950.00	\$ 19,000.00	\$ 430,950.00	\$ -	\$ 430,950.00
Sub Total 1110 Police	<u>4,594,200.00</u>				
1120 Fire Department					
Personnel	4,404,370.00	\$ 83,250.00	\$ 4,487,620.00	\$ (25,000.00)	\$ 4,462,620.00
Other	289,025.00	\$ 19,000.00	\$ 308,025.00	\$ 27,000.00	\$ 335,025.00
Sub Total 1120 Fire	<u>4,693,395.00</u>				
1121 Fire Prevention Bureau					
Personnel	348,150.00				
Other	42,750.00	\$ 6,580.00	\$ 354,730.00	\$ 4,500.00	\$ 359,230.00
Sub Total 1121 Fire	<u>390,900.00</u>		\$ 42,750.00	\$ 7,000.00	\$ 49,750.00
1130 Dispatch					
Other	451,350.00				
Sub Total 1130	<u>451,350.00</u>		\$ 451,350.00	\$ -	\$ 451,350.00
1140 Traffic Control					
Personnel	58,980.00				
Other	187,100.00	\$ 1,120.00	\$ 60,100.00	\$ -	\$ 60,100.00
Sub Total 1140 Traffic	<u>246,080.00</u>		\$ 187,100.00	\$ (20,000.00)	\$ 167,100.00
1150 Animal Control					
Other	9,500.00				
Sub Total 1150	<u>9,500.00</u>		\$ 9,500.00	\$ -	\$ 9,500.00
1160 Prisoner Housing					
Other	108,500.00				
Sub Total 1160	<u>108,500.00</u>		\$ 108,500.00	\$ (18,000.00)	\$ 90,500.00
1170 Prosecutor					
Personnel	71,625.00				
Other	3,100.00	\$ (15,000.00)	\$ 56,625.00	\$ -	\$ 56,625.00
Sub Total 1170	<u>74,725.00</u>		\$ 3,100.00	\$ -	\$ 3,100.00
1180 Courts					
Other	65,000.00				
Sub Total 1180 Courts	<u>65,000.00</u>		\$ 65,000.00	\$ (15,000.00)	\$ 50,000.00
1190 County Health Department					
Other	91,832.00				
Sub Total 1190	<u>91,832.00</u>		\$ 91,832.00	\$ -	\$ 91,832.00
1210 Building Department					
Other	438,600.00				
Sub Total 1210	<u>438,600.00</u>		\$ (15,000.00)	\$ 423,600.00	\$ 10,000.00
1220 Housing Department					
Personnel	322,990.00				
Other	33,250.00	\$ 15,110.00	\$ 338,100.00	\$ 15,000.00	\$ 353,100.00
Sub Total 1220	<u>356,240.00</u>		\$ 33,250.00	\$ (5,000.00)	\$ 28,250.00
1230 Community Development					
Personnel	58,950.00				
Other	2,300.00	\$ 1,120.00	\$ 60,070.00	\$ 3,000.00	\$ 63,070.00
Sub Total 1230	<u>61,250.00</u>		\$ 2,300.00	\$ -	\$ 2,300.00

CITY OF UNIVERSITY HEIGHTS
Appropriations Grouping Details
Final Permanent Appropriations for Fiscal Year 2023
Through December 31, 2023

YTD
 Budget
 CY-2023

		BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
1240 Economic Development					
Personnel	106,550.00				
Other	30,700.00	\$ 4,025.00	\$ 110,575.00	\$ 6,500.00	\$ 117,075.00
Sub Total 1240	<u>137,250.00</u>	\$ (15,000.00)	\$ 15,700.00	\$ -	\$ 15,700.00
1310 Pool Activity					
Personnel	227,305.00				
Other	93,150.00	\$ (8,000.00)	\$ 219,305.00	\$ -	\$ 219,305.00
Sub Total 1310 Pool	<u>320,455.00</u>	\$ 8,000.00	\$ 101,150.00	\$ -	\$ 101,150.00
1320 Summer Recreation Activities					
Personnel					
Other	33,415.00		\$ 33,415.00	\$ -	\$ 33,415.00
Sub Total 1320	<u>2,370.00</u>		\$ 2,370.00	\$ -	\$ 2,370.00
	<u>35,785.00</u>				
1330 Recreation - Entertainment					
Other	109,772.10				
Sub Total 1330	<u>109,772.10</u>		\$ 109,772.10	\$ -	\$ 109,772.10
1400 Public Service Department					
Personnel					
Other	569,705.00	\$ 47,500.00	\$ 617,205.00	\$ 5,000.00	\$ 622,205.00
Sub Total 1400 Public	<u>35,250.00</u>		\$ 35,250.00	\$ 3,000.00	\$ 38,250.00
	<u>604,955.00</u>				
1410 Lands and Buildings					
Personnel					
Other	130,385.00	\$ 2,475.00	\$ 132,860.00	\$ (5,000.00)	\$ 127,860.00
Sub Total 1410 Lands	<u>431,400.00</u>		\$ 431,400.00	\$ (8,000.00)	\$ 423,400.00
	<u>561,785.00</u>				
1420 Refuse Collection					
Personnel					
Other	957,485.00	\$ 18,100.00	\$ 975,585.00	\$ 5,000.00	\$ 980,585.00
Sub Total 1420	<u>355,100.00</u>		\$ 355,100.00	\$ 12,000.00	\$ 367,100.00
	<u>1,312,585.00</u>				
1470 City Engineer					
Personnel					
Other	13,955.00	\$ (4,500.00)	\$ 9,455.00	\$ -	\$ 9,455.00
Sub Total 1470 City	<u>35,000.00</u>		\$ 35,000.00	\$ 15,500.00	\$ 50,500.00
	<u>48,955.00</u>				
1510 Civil Service Commission					
Personnel					
Other	3,000.00		\$ 3,000.00	\$ -	\$ 3,000.00
Sub Total 1510 Civil	<u>33,900.00</u>		\$ 33,900.00	\$ -	\$ 33,900.00
	<u>36,900.00</u>				
1520 City Planning Commission					
Personnel					
Other	2,500.00		\$ 2,500.00	\$ -	\$ 2,500.00
Sub Total 1520 City	<u>2,500.00</u>		\$ 2,500.00	\$ -	\$ 2,500.00
	<u>5,000.00</u>				
1530 Board of Zoning Appeals					
Personnel					
Other	3,000.00		\$ 3,000.00	\$ -	\$ 3,000.00
Sub Total 1530 Board	<u>2,150.00</u>		\$ 2,150.00	\$ -	\$ 2,150.00
	<u>5,150.00</u>				
1540 Architectural Review Board					
Personnel					
Other	3,000.00		\$ 3,000.00	\$ -	\$ 3,000.00
Sub Total 1540	<u>1,400.00</u>		\$ 1,400.00	\$ -	\$ 1,400.00
	<u>4,400.00</u>				
1600 General City Administration					
Personnel					
Other	72,275.00	\$ 1,375.00	\$ 73,650.00	\$ 14,000.00	\$ 87,650.00
Sub Total 1600	<u>497,600.00</u>		\$ 497,600.00	\$ 6,000.00	\$ 503,600.00
	<u>569,875.00</u>				

CITY OF UNIVERSITY HEIGHTS
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		BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
1610 Mayor's Office					
Personnel	216,661.00				
Other	21,825.00	\$ 2,050.00	\$ 218,711.00	\$ 2,000.00	\$ 220,711.00
Sub Total 1610	<u>238,486.00</u>		\$ 218,711.00	\$ -	\$ 218,711.00
1620 City Council					
Personnel	161,055.00				
Other	28,200.00	\$ 9,785.00	\$ 170,840.00	\$ 1,000.00	\$ 171,840.00
Sub Total 1620 City	<u>189,255.00</u>		\$ 28,200.00	\$ (1,000.00)	\$ 27,200.00
1630 Finance Department					
Personnel	253,525.00				
Other	419,450.00	\$ 19,800.00	\$ 273,325.00	\$ 2,000.00	\$ 275,325.00
Sub Total 1630	<u>672,975.00</u>	\$ (25,000.00)	\$ 394,450.00	\$ (2,000.00)	\$ 392,450.00
1640 Law Department					
Personnel	93,360.00				
Other	220,500.00	\$ 1,000.00	\$ 94,360.00	\$ 500.00	\$ 94,860.00
Sub Total 1640 Law	<u>313,860.00</u>	\$ 8,000.00	\$ 228,500.00	\$ (5,000.00)	\$ 223,500.00
1650 Civic Engagement					
Personnel	90,825.00				
Other	40,300.00	\$ 2,225.00	\$ 93,050.00	\$ 2,100.00	\$ 95,150.00
Sub Total 1650 Civic	<u>131,125.00</u>	\$ 500.00	\$ 40,800.00	\$ (2,100.00)	\$ 38,700.00
1660 Community Relations					
Other	66,900.00				
Sub Total 1660	<u>66,900.00</u>	\$ (15,000.00)	\$ 51,900.00	\$ -	\$ 51,900.00
1999 Not Defined					
Other	384,662.51				
Sub Total 1999 Not	<u>384,662.51</u>	\$ 485,000.00	\$ 869,662.51	\$ -	\$ 869,662.51
Sub Total 100 General	<u>17,333,802.61</u>				
200 Street Maintenance Fund					
1430 Street Maintenance and Repair					
Personnel	222,225.00				
Other	1,369,005.00	\$ 54,550.00	\$ 276,775.00	\$ 4,000.00	\$ 280,775.00
Sub Total 1430 Street	<u>1,591,230.00</u>		\$ 1,369,005.00	\$ (25,000.00)	\$ 1,344,005.00
1470 City Engineer					
Other	79,000.00				
Sub Total 1470 City	<u>79,000.00</u>		\$ 79,000.00	\$ 12,000.00	\$ 91,000.00
Sub Total 200 Street	<u>1,670,230.00</u>				
201 Sewer & Water Maintenance Fund					
1440 Sewer and Water Maintenance					
Personnel	168,035.00				
Other	1,150,650.00	\$ 3,200.00	\$ 171,235.00	\$ -	\$ -
Sub Total 1440 Sewer	<u>1,318,685.00</u>		\$ 1,150,650.00	\$ -	\$ -
1470 City Engineer					
Other	65,000.00				
Sub Total 1470 City	<u>65,000.00</u>		\$ 65,000.00	\$ -	\$ -
Sub Total 201 Sewer &	<u>1,383,685.00</u>				\$ 1,386,885.00
					\$ 18,134,437.61 Gen Fund Final

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		BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
202 Shade Tree Maintenance Fund					
1450 Shade Tree Maintenance					
Personnel	42,425.00				
Other	212,500.00	\$ 825.00	\$ 43,250.00	\$ -	
Sub Total 1450 Shade	254,925.00		\$ 212,500.00	\$ -	
Sub Total 202 Shade	254,925.00				\$ 255,750.00
203 Street Lighting Fund					
1460 Street Lighting					
Other	228,000.00				
Sub Total 1460 Street	228,000.00		\$ 228,000.00	\$ -	\$ 228,000.00
Sub Total 203 Street	228,000.00				
210 Police Pension Fund					
1110 Police Department					
Personnel	210,000.00				
Sub Total 1110 Police	210,000.00		\$ 210,000.00	\$ -	\$ 210,000.00
Sub Total 210 Police	210,000.00				
211 State & Local Law Enforcement Fund					
1110 Police Department					
Other	10,200.00				
Sub Total 1110 Police	10,200.00		\$ 10,200.00	\$ -	\$ 10,200.00
Sub Total 211 State &	10,200.00				
212 Federal Law Enforcement Fund					
1110 Police Department					
Other	8,000.00				
Sub Total 1110 Police	8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00
Sub Total 212 Federal	8,000.00				
213 Community Diversion Grant Fund					
1110 Police Department					
Other	10,000.00				
Sub Total 1110 Police	10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00
Sub Total 213	10,000.00				
214 BCI & FBI Fee Fund					
1110 Police Department					
Other	1,000.00				
Sub Total 1110 Police	1,000.00		\$ 1,000.00	\$ -	\$ 1,000.00
Sub Total 214 BCI & FBI	1,000.00				
220 Fire Pension Fund					
1120 Fire Department					
Personnel	205,000.00				
Sub Total 1120 Fire	205,000.00		\$ 205,000.00	\$ -	\$ 205,000.00
Sub Total 220 Fire	205,000.00				
221 Ohio Department of Public Safety (ODPS) Grant Fund					
1120 Fire Department					
Other	24,000.00				
Sub Total 1120 Fire	24,000.00		\$ 24,000.00	\$ -	\$ 24,000.00
Sub Total 221 Ohio	24,000.00				

CITY OF UNIVERSITY HEIGHTS
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		BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
222 Federal Emergency Management Agency (FEMA) Grant Fund					
1120 Fire Department					
Other	18,000.00		\$ 18,000.00	\$ -	\$ 18,000.00
Sub Total 1120 Fire	18,000.00				
Sub Total 222 Federal	18,000.00				
230 Ohio Board of Building Standards Fee Fund					
1210 Building Department					
Other	4,000.00		\$ 4,000.00	\$ -	\$ 4,000.00
Sub Total 1210	4,000.00				
Sub Total 230 Ohio	4,000.00				
231 Construction Deposits Fund					
1210 Building Department					
Other	6,000.00		\$ 6,000.00	\$ -	\$ 6,000.00
Sub Total 1210	6,000.00				
1470 City Engineer					
Other	1,000.00	\$ 10,000.00	\$ 11,000.00	\$ -	
Sub Total 1470 City	1,000.00				
Sub Total 231	7,000.00				\$ 17,000.00
232 Street Opening Deposit Fund					
1210 Building Department					
Other	500.00		\$ 500.00	\$ -	\$ 500.00
Sub Total 1210	500.00				
Sub Total 232 Street	500.00				
240 University Square TIF Fund					
1250 TIF Accounting					
Other	300,000.00		\$ 300,000.00	\$ (23,182.92)	\$ 276,817.08
Sub Total 1250 TIF	300,000.00				
Sub Total 240 University	300,000.00				
250 Performance Bond Fund					
1210 Building Department					
Other	1,000.00		\$ 1,000.00	\$ -	
Sub Total 1210	1,000.00				
1600 General City Administration					
Other	4,000.00		\$ 4,000.00	\$ -	
Sub Total 1600	4,000.00				
Sub Total 250	5,000.00				\$ 5,000.00
297 Local Coronavirus Relief Fund					
1430 Street Maintenance and Repair					
Other	166,924.89		\$ 166,924.89	\$ -	\$ 166,924.89
Sub Total 1430 Street	166,924.89				
Sub Total 297 Local	166,924.89				
300 General Obligation Debt Fund					
1600 General City Administration					
Other	136,000.00	\$ 6,000.00	\$ 142,000.00	\$ -	\$ 142,000.00
Sub Total 1600	136,000.00				
Sub Total 300 General	136,000.00				

CITY OF UNIVERSITY HEIGHTS
Appropriations Grouping Details
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Through December 31, 2023

	YTD Budget CY-2023	BUDGET AMENDMENT #2	NEW 2023 APPROPRIATION LEVELS	BUDGET AMENDMENT #3	FINAL 2023 APPROPRIATION LEVELS 12/18/2023
400 General Capital Improvements Fund					
1100 Public Safety					
Other					
Sub Total 1100 Public	32,000.00		\$ 32,000.00	\$ -	
	<u>32,000.00</u>				
1110 Police Department					
Other					
Sub Total 1110 Police	172,000.00	\$ 266,932.00	\$ 438,932.00	\$ -	
	<u>172,000.00</u>				
1120 Fire Department					
Other					
Sub Total 1120 Fire	568,760.00	\$ 218,065.00	\$ 786,825.00	\$ -	
	<u>568,760.00</u>				
1400 Public Service Department					
Other					
Sub Total 1400 Public	141,700.00		\$ 141,700.00	\$ -	
	<u>141,700.00</u>				
1600 General City Administration					
Other					
Sub Total 1600	128,000.00		\$ 128,000.00	\$ -	
	<u>128,000.00</u>				
Sub Total 400 General	<u>1,042,460.00</u>				
401 Sewer & Water Capital Improvements Fund			\$ 1,527,457.00		\$ 1,527,457.00
1440 Sewer and Water Maintenance					
Other					
Sub Total 1440 Sewer	91,635.00		\$ 91,635.00	\$ -	\$ 91,635.00
	<u>91,635.00</u>				
Sub Total 401 Sewer &	<u>91,635.00</u>				
800 University Heights City Beautiful Corporation					
2200 Community Improvement Corporation					
Other					
Sub Total 2200	7,425.00		\$ 7,425.00	\$ (3,000.00)	\$ 4,425.00
	<u>7,425.00</u>				
Sub Total 800 University	<u>7,425.00</u>				\$ 6,314,373.97
Report Total :	23,117,787.50	\$ 1,303,207.00	\$ 24,420,994.50		\$ 24,448,811.58
					All Funds - Total Final 2023
					\$ 27,817.08
					Net Increase

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: HUMAN RESOURCE CONTRACT INCREASE

DATE: DECEMBER 15, 2024

CC: KELLY THOMAS, CLERK OF COUNCIL

On December 19, 2022, Council approved (by motion-see attachment) an extension to the City's agreement with Clemans Nelson for the period January 1, 2023 to December 31, 2023 in an amount not to exceed \$48,000.

To date in 2023, we have paid \$39,592.50 to Clemans Nelson for their services, those costs being charged to a 2023 purchase order. There is another in-process payment of \$5,615.00 that will increase YTD payments to \$45,207.50.

Currently, we have an additional \$31,297.50 in invoices for the months of August through November 2023. Allowing for an estimated invoice in December of \$6,000, the projected total expense for 2023 will reach \$82,505.00.

Allowing for the approved spending authority of \$2,792.50 that will be available after the latest invoice is paid, it is estimated that we will need additional spending authority in the amount of \$34,505 to provide funding for all pending/estimated invoices.

Mr. Zhelesnik, our representative from Clemans Nelson, was involved in all aspects of all four (4) collective bargaining agreement discussions and negotiations. I believe a majority of the charges that comprise the cost overrun is attributable to union negotiations.

Without additional spending authority beyond the original \$48,000 that was provided for in last December's motion, Finance will be unable to process payment for the pending invoices. We have not exceeded the allowed limit for 2023 services, as payments YTD are still under the \$48,000 threshold.

I would ask that this item be considered for discussion at the December 18, 2023 Council meeting in an effort to increase the not to exceed amount for 2023 to a level of \$82,505.00.

Attachment



**CITY COUNCIL MEETING
AGENDA**

7:00PM

MONDAY, DECEMBER 19, 2022

LOCATION:
City Meeting Room
(former Wiley Middle School Media Room
next door to Board of Education)
2181 Miramar Blvd.
University Heights, Ohio

Per current CDC guidelines, the City no longer requires participants and Attendees to wear masks or face coverings.

NOTE: Executive Session may follow meeting to discuss legal, personnel and real estate matters.
(Motion Required)

1. Roll Call
2. Pledge of Allegiance;
3. Reading and Disposal of the Journal;
4. Additions and Removals from the Agenda; Referrals to Committee;
5. Comments from the Audience;
6. Reports and Communications from the Mayor, and the taking of action thereon;
7. Reports and Communications from the City Council, and the taking of action thereon;
8. Reading and Disposition of Ordinances, Resolutions, Motions, and Consideration of agenda items:
 - A. Resolution 2022-82 Authorizing a Donation of \$10,000 out of City ARPA Funds to the Cleveland Kosher Food Pantry, and Declaring an Emergency (on emergency)
 - B. Donation Presentation from the City of University Heights to the Muriel Weber, Board Co-Chair and Tami Witkes, Pantry Manager, Cleveland Kosher Food Pantry
 - C. Motion to Enter Executive Session for the Purpose of Discussing Personnel Salary Schedule
 - D. Motion to extend the Human Resources Contract with Clemans Nelson for a period of twelve months January 1, 2023 – December 31, 2023 in an amount not to exceed \$48,000
 - E. Motion to Approve Memorandum of Understanding regarding University Square
 - F. Motion Authorizing the Finance Director to Execute Payment to the Bureau of Workers' Compensation in the Amount of \$164,391.00 for coverage for the period January 1, 2023 to December 31, 2023



UNIVERSITY HEIGHTS

Date: December 12, 2023

To: Mayor Michael Dylan Brennan
City Council

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

RE: Authorization to award the 2023-24 Tree Pruning and Removal Contract

Bids for the City of University Heights 2023-24 Tree Pruning and Removal were opened on Friday, December 8, 2023. Attached please find the bid tabulation of results.

There were four bids received as follows:

VanCurren Services - \$81,609.00

Independent Tree - \$78,280.00

Treeworx- \$69,090.00

Parks Tree - \$49,668.00

Parks Tree has professionally performed previously successful tree pruning and removal contracts throughout Northeast Ohio and is recommended by the City arborist. I therefore recommend award of the 2023-24 Tree Pruning and Removal Contract to Parks Tree in the amount of \$49,668.00 as the lowest and best bid.

Funds for this project are available in the Shade Tree Maintenance Fund 202-1450-54420 and 202-1450-55340. The removal of 66 trees and pruning of designated trees is expected to be completed by April 2024.

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

Cc: Dennis Kennedy, Finance Director

Item No.	ADDRESS	STREET	ON STREET	SITE	SPECIES	DBH	Train	Roll	Reduce	Clean	Inspect	Remove	Stump	DETAILS & NOTES	PARK TREE	TREWORK	INDEPENDENT TREE	VANCOUREN SERVICES
1	2308	Allison Rd	Allison Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	58.00
2	2508	Ashurst Rd	Ashurst Rd	1	Red Maple	12		x						street light clearance	84.00	100.00	130.00	110.00
3	2515	Ashurst Rd	Ashurst Rd	1	Freeman Maple	13		x		x					91.00	100.00	130.00	110.00
4	2515	Ashurst Rd	Ashurst Rd	2	Littleleaf Linden	7		x							45.00	75.00	130.00	62.00
5	2515	Ashurst Rd	Ashurst Rd	3	Silver Maple	27						x	x		700.00	650.00	800.00	875.00
6	2516	Ashurst Rd	Ashurst Rd	1	Freeman Maple	20		x		x					140.00	200.00	130.00	260.00
7	2520	Ashurst Rd	Ashurst Rd	2	Red Maple	7		x		x					45.00	100.00	130.00	62.00
8	2526	Ashurst Rd	Ashurst Rd	1	Red Maple	7		x		x					45.00	100.00	130.00	62.00
9	2528	Ashurst Rd	Ashurst Rd	1	Sawtooth Oak	7		x		x					45.00	100.00	130.00	62.00
10	2531	Ashurst Rd	Ashurst Rd	1	Honeylocust	11		x		x					77.00	150.00	130.00	104.00
11	2532	Ashurst Rd	Ashurst Rd	1	Red Maple	23				x					161.00	150.00	390.00	200.00
12	2532	Ashurst Rd	Ashurst Rd	2	Red Maple	32				x					224.00	300.00	390.00	325.00
13	2551	Ashurst Rd	Ashurst Rd	1	Silver Maple	20						x	x		420.00	900.00	800.00	550.00
14	2555	Ashurst Rd	Ashurst Rd	1	Pin Oak	35		x		x					265.00	600.00	390.00	460.00
15	2568	Ashurst Rd	Ashurst Rd	1	Pin Oak	33						x	x		994.00	1,000.00	800.00	1,070.00
16	2568	Ashurst Rd	Ashurst Rd	2	Pin Oak	36				x					265.00	400.00	390.00	365.00
17	2572	Ashurst Rd	Ashurst Rd	1	Pin Oak	24				x					265.00	350.00	390.00	300.00
18	2576	Ashurst Rd	Ashurst Rd	1	Tulip Poplar	15		x		x					105.00	300.00	130.00	104.00
19	2591	Ashurst Rd	Ashurst Rd	1	Silver Maple	28		x	x					reduce smaller lead	196.00	200.00	390.00	400.00
20	2591	Ashurst Rd	Ashurst Rd	2	Silver Maple	26		x	x					reduce smaller lead	182.00	200.00	390.00	315.00
21	2592	Ashurst Rd	Ashurst Rd	1	Callery pear	11		x		x					77.00	150.00	130.00	105.00
22	2592	Ashurst Rd	Ashurst Rd	2	Red Maple	9		x		x					45.00	100.00	130.00	110.00
23	2595	Ashurst Rd	Ashurst Rd	1	Bur Oak	7	x	x							45.00	75.00	130.00	65.00
24	2652	Ashurst Rd	Ashurst Rd	1	Honeylocust	14		x		x				street light clearance	98.00	100.00	130.00	210.00
25	2655	Ashurst Rd	Ashurst Rd	1	Silver Maple	16						x	x		292.00	600.00	350.00	375.00
26	2656	Ashurst Rd	Ashurst Rd	1	Red Maple	9		x		x					45.00	100.00	130.00	80.00
27	4355	Baintree Rd	Baintree Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
28	4358	Baintree Rd	Baintree Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
29	4406	Baintree Rd	Baintree Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
30	4422	Baintree Rd	Baintree Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
31	4458	Baintree Rd	Baintree Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
32	2199	Barrington Rd	Barrington Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
33	2247	Brockway Rd	Brockway Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
34	3949	Bushnell Rd	Bushnell Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
35	4057	Bushnell Rd	Bushnell Rd	1	Norway Maple	23						x	x		532.00	650.00	800.00	675.00
36	4084	Bushnell Rd	Bushnell Rd	1	Callery pear	19						x	x		386.00	550.00	350.00	540.00
37	4141	Bushnell Rd	Bushnell Rd	1	Red Maple	12						x	x		185.00	500.00	350.00	400.00
38	4150	Bushnell Rd	Bushnell Rd	1	Norway Maple	7						x	x		100.00	300.00	200.00	250.00
39	2323	Canterbury Rd	Canterbury Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
40	2324	Canterbury Rd	Canterbury Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
41	4158	Carroll Blvd	Carroll Blvd	1	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
42	4158	Carroll Blvd	Carroll Blvd	2	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
43	4210	Carroll Blvd	S Belvoir Blvd	2	Sugar Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
44	13866	Cedar Rd	Fenwick Rd	1	Norway Maple	15						x	x		263.00	450.00	350.00	500.00
45	13866	Cedar Rd	Fenwick Rd	3	Norway Maple	9						x	x		120.00	300.00	350.00	400.00
46	13866	Cedar Rd	Fenwick Rd	7	Littleleaf Linden	13						x	x		210.00	300.00	350.00	500.00
47	14462	Cedar Rd	Cedar Rd	1	Streetkeeper Honey Locust	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
48	14462	Cedar Rd	Cedar Rd	2	Streetkeeper Honey Locust	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
49	14462	Cedar Rd	Cedar Rd	3	Streetkeeper Honey Locust	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
50	2424	Channing Rd	Hillbrook Rd	1	Honeylocust	14		x		x					98.00	150.00	130.00	200.00
51	2448	Channing Rd	Channing Rd	1	Honeylocust	17		x		x					119.00	150.00	130.00	255.00
52	2453	Channing Rd	Channing Rd	1	Honeylocust	12		x		x					84.00	150.00	130.00	210.00
53	2472	Channing Rd	Channing Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
54	2479	Channing Rd	Channing Rd	1	Honeylocust	14		x		x					98.00	150.00	130.00	210.00
55	2492	Channing Rd	Channing Rd	1	Littleleaf Linden	13		x		x					91.00	150.00	130.00	210.00
56	2459	Charney Rd	Charney Rd	1	Honeylocust	9		x		x					45.00	100.00	130.00	130.00

57	2459	Charney Rd	Charney Rd	2	Honeylocust	7		x		x							45.00	100.00	130.00	130.00	
58	2463	Charney Rd	Charney Rd	1	Littleleaf Linden	14		x										98.00	150.00	130.00	210.00
59	2463	Charney Rd	Charney Rd	2	Honeylocust	11		x										77.00	150.00	130.00	155.00
60	2580	Charney Rd	Charney Rd	1	Norway Maple	11		x										77.00	150.00	130.00	110.00
61	2614	Charney Rd	Charney Rd	1	Honeylocust	15		x		x								105.00	200.00	130.00	210.00
62	4310	Churchill Blvd	Churchill Blvd	3	Pin Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	65.00
63	4352	Churchill Blvd	Churchill Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	65.00
64	4364	Churchill Blvd	Churchill Blvd	2	Princeton American Elm	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
65	4512	Churchill Blvd	S. Green	5	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
66	3709	Claridge Oval	Claridge oval	1	Yellowwood	10	x	x										45.00	150.00	130.00	70.00
67	3709	Claridge Oval	Claridge oval	2	Yellowwood	6	x	x										45.00	100.00	65.00	70.00
68	3765	Claridge Oval	Edgerton Rd	1	Silver Maple	39		x		x								265.00	450.00	390.00	340.00
69	3765	Claridge Oval	Claridge oval	1	Red Maple	7	x	x										45.00	100.00	130.00	60.00
70	3765	Claridge Oval	Edgerton Rd	2	Silver Maple	37												259.00	300.00	390.00	320.00
71	3765	Claridge Oval	Claridge oval	2	London Planetree	9	x	x										45.00	100.00	130.00	65.00
72	3786	Claridge Oval	Claridge oval	1	Elm	24		x		x								168.00	300.00	390.00	210.00
73	3786	Claridge Oval	Claridge oval	2	Honeylocust	25		x		x								175.00	250.00	390.00	315.00
74	3798	Claridge Oval	Claridge oval	1	Pin Oak	32				x								265.00	350.00	390.00	400.00
75	3809	Claridge Oval	Claridge oval	1	Honeylocust	17		x		x								119.00	250.00	130.00	250.00
76	3809	Claridge Oval	Claridge oval	2	Silver Maple	22						x	x					493.00	750.00	800.00	900.00
77	3813	Claridge Oval	Claridge oval	1	Elm	7		x		x								45.00	100.00	130.00	65.00
78	3813	Claridge Oval	Claridge oval	2	Honeylocust	12		x		x								84.00	150.00	130.00	135.00
79	3813	Claridge Oval	Claridge oval	3	Elm	5		x		x								45.00	100.00	65.00	75.00
80	3822	Claridge Oval	Claridge oval	1	Elm	9		x		x						street light clearance		45.00	50.00	130.00	75.00
81	3822	Claridge Oval	Claridge oval	2	Elm	11		x		x								77.00	100.00	130.00	105.00
82	3838	Claridge Oval	Claridge oval	1	Norway Maple	20						x	x					420.00	750.00	800.00	715.00
83	3839	Claridge Oval	Claridge oval	1	Littleleaf Linden	14		x		x								98.00	150.00	130.00	110.00
84	3839	Claridge Oval	Claridge oval	2	Littleleaf Linden	14		x		x								98.00	150.00	130.00	110.00
85	3843	Claridge Oval	Claridge oval	1	Oak	18		x		x								98.00	150.00	130.00	210.00
86	4062	Conover Rd	Conover Rd	1	Crabapple	6						x	x					100.00	200.00	200.00	210.00
87	2388	Dysart Rd	Dysart Rd	1	Red Sunset Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	65.00
88	2460	Dysart Rd	Dysart Rd	1	Littleleaf Linden	15		x		x								105.00	150.00	130.00	160.00
89	2467	Dysart Rd	Dysart Rd	1	Norway Maple	13						x	x					91.00	450.00	350.00	415.00
90	2604	Dysart Rd	Dysart Rd	1	Elm	14		x		x								98.00	150.00	130.00	100.00
91	2607	Dysart Rd	Dysart Rd	1	Pin Oak	22		x		x								154.00	200.00	390.00	360.00
92	3629	E Scarborough	E Scarborough	1	STUMP	38									x			190.00	350.00	50.00	320.00
93	14389	E. Carroll Blvd	E. Carroll Blvd	1	Purple Prince Crabapple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	65.00
94	14393	E. Carroll Blvd	White Rd	3	Red Sunset Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
95	14393	E. Carroll Blvd	White Rd	4	Red Sunset Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
96	14401	E. Carroll Blvd	White Rd	2	Autumn Blaze Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
97	14401	E. Carroll Blvd	White Rd	3	Autumn Blaze Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
98	14409	E. Carroll Blvd	E. Carroll Blvd	1	Purple Prince Crabapple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
99	14411	E. Carroll Blvd	E. Carroll Blvd	1	Purple Prince Crabapple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
100	14423	E. Carroll Blvd	Laurelhurst Rd	1	State Street Maple	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
101	14455	E. Carroll Blvd	E. Carroll Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
102	14469	E. Carroll Blvd	E. Carroll Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
103	14476	E. Carroll Blvd	E. Carroll Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
104	14482	E. Carroll Blvd	Lafayette Dr	3	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
105	14497	E. Carroll Blvd	E. Carroll Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
106	14500	E. Carroll Blvd	E. Carroll Blvd	1	Northern Red Oak	3	x	x								Fall 2020 Planting		20.00	40.00	65.00	70.00
107	2427	Eaton Rd	Eaton Rd	1	Silver Maple	23						x	x					532.00	750.00	800.00	775.00
108	2427	Eaton Rd	Eaton Rd	1	Silver Maple	29						x	x					792.00	800.00	800.00	1,100.00
109	2435	Eaton Rd	Eaton Rd	1	White Oak	15		x		x								105.00	150.00	130.00	160.00
110	2436	Eaton Rd	Eaton Rd	1	Shingle Oak	13		x		x								91.00	150.00	130.00	160.00
111	2437	Eaton Rd	Eaton Rd	1	STUMP	19									x			386.00	200.00	50.00	300.00
112	2440	Eaton Rd	Eaton Rd	1	London Planetree	9		x		x								45.00	100.00	130.00	65.00
113	2440	Eaton Rd	Eaton Rd	2	London Planetree	7		x		x								45.00	100.00	130.00	65.00
114	2463	Eaton Rd	Eaton Rd	1	Honeylocust	11		x		x								77.00	100.00	130.00	110.00
115	2464	Eaton Rd	Eaton Rd	1	Silver Linden	20		x		x								140.00	250.00	130.00	320.00

116	2475	Eaton Rd	Eaton Rd	1	Littleleaf Linden	14		x		x						98.00	150.00	130.00	110.00
117	2480	Eaton Rd	Eaton Rd	1	Silver Maple	32						x	x			941.00	900.00	800.00	1,000.00
118	2488	Eaton Rd	Eaton Rd	1	Crabapple	10						x	x	assigned address		140.00	250.00	350.00	265.00
119	2495	Eaton Rd	Eaton Rd	1	Honeylocust	9		x		x						45.00	100.00	130.00	110.00
120	2496	Eaton Rd	Eaton Rd	1	Honeylocust	10		x		x						45.00	100.00	130.00	110.00
121	2500	Eaton Rd	Eaton Rd	1	Freeman Maple	9		x		x						45.00	100.00	130.00	85.00
122	2500	Eaton Rd	Eaton Rd	1	Freeman Maple	8		x		x						45.00	50.00	130.00	80.00
123	2507	Eaton Rd	Eaton Rd	1	fram	19		x		x						133.00	150.00	130.00	160.00
124	2508	Eaton Rd	Eaton Rd	1	Freeman Maple	16		x		x						112.00	150.00	130.00	110.00
125	2511	Eaton Rd	Eaton Rd	1	Honeylocust	12		x		x						84.00	100.00	130.00	110.00
126	2512	Eaton Rd	Eaton Rd	1	Red Maple	10		x		x						45.00	100.00	130.00	110.00
127	2512	Eaton Rd	Eaton Rd	2	Red Maple	13		x		x						91.00	100.00	130.00	110.00
128	2515	Eaton Rd	Eaton Rd	1	Elm	12		x		x						84.00	100.00	130.00	110.00
129	2515	Eaton Rd	Eaton Rd	2	Elm	10		x		x						45.00	100.00	130.00	110.00
130	2516	Eaton Rd	Eaton Rd	1	Pin Oak	16		x		x						112.00	250.00	130.00	215.00
131	2516	Eaton Rd	Eaton Rd	2	Silver Maple	27						x	x			700.00	750.00	800.00	1,100.00
132	2527	Eaton Rd	Eaton Rd	1	Sugar Maple	7	x	x								45.00	100.00	130.00	80.00
133	2528	Eaton Rd	Eaton Rd	1	Elm	12		x		x				assigned address		84.00	150.00	130.00	85.00
134	2528	Eaton Rd	Eaton Rd	2	Elm	12		x		x				assigned address		84.00	150.00	130.00	85.00
135	2531	Eaton Rd	Eaton Rd	1	Littleleaf Linden	9		x		x						45.00	100.00	130.00	85.00
136	2535	Eaton Rd	Eaton Rd	1	Honeylocust	26		x		x						182.00	150.00	390.00	320.00
137	2536	Eaton Rd	Eaton Rd	2	Norway Maple	11		x						sign clearance		77.00	100.00	130.00	80.00
138	2547	Eaton Rd	Eaton Rd	1	Silver Maple	15						x	x			263.00	150.00	350.00	410.00
139	2547	Eaton Rd	Bradford Rd	1	London Planetree	7		x		x						45.00	100.00	130.00	80.00
140	2547	Eaton Rd	Eaton Rd	2	Silver Maple	24						x	x			572.00	900.00	800.00	900.00
141	2547	Eaton Rd	Bradford Rd	2	Kentucky Coffeetree	7		x		x						45.00	50.00	130.00	70.00
142	2547	Eaton Rd	Bradford Rd	3	London Planetree	7		x		x						45.00	50.00	130.00	70.00
143	2547	Eaton Rd	Bradford Rd	4	Red Maple	7		x		x						45.00	50.00	130.00	70.00
144	2548	Eaton Rd	Eaton Rd	1	Pin Oak	38				x						265.00	400.00	390.00	500.00
145	2554	Eaton Rd	Eaton Rd	1	Silver Maple	1						x	x			100.00	100.00	800.00	no
146	2556	Eaton Rd	Eaton Rd	1	Freeman Maple	18		x		x						126.00	150.00	130.00	160.00
147	2556	Eaton Rd	Eaton Rd	1	Silver Maple	26						x	x	root rot		656.00	500.00	800.00	1,100.00
148	2567	Eaton Rd	Eaton Rd	2	Callery pear	17						x	x			322.00	450.00	800.00	500.00
149	2572	Eaton Rd	Eaton Rd	1	Freeman Maple	17		x		x						119.00	150.00	130.00	160.00
150	2572	Eaton Rd	Eaton Rd	2	Freeman Maple	17		x		x						119.00	150.00	130.00	165.00
151	2575	Eaton Rd	Eaton Rd	1	Freeman Maple	7	x	x								45.00	100.00	130.00	70.00
152	2575	Eaton Rd	Eaton Rd	2	Freeman Maple	7	x	x								45.00	100.00	130.00	70.00
153	2576	Eaton Rd	Eaton Rd	1	Silver Linden	15		x		x						105.00	150.00	130.00	110.00
154	2576	Eaton Rd	Eaton Rd	1	TBD	3	x	x						Fall 2020 Planting		20.00	40.00	65.00	70.00
155	2576	Eaton Rd	Eaton Rd	2	TBD	3	x	x						Fall 2020 Planting		20.00	40.00	65.00	70.00
156	2584	Eaton Rd	Eaton Rd	1	Honeylocust	17		x		x						119.00	150.00	130.00	215.00
157	2607	Eaton Rd	Eaton Rd	1	Freeman Maple	14		x		x						98.00	150.00	130.00	165.00
158	2608	Eaton Rd	Eaton Rd	1	Pin Oak	23		x		x						265.00	200.00	390.00	325.00
159	2612	Eaton Rd	Eaton Rd	1	Crabapple	8						x	x			100.00	250.00	200.00	260.00
160	2620	Eaton Rd	Eaton Rd	1	Littleleaf Linden	18						x	x			353.00	450.00	350.00	450.00
161	2620	Eaton Rd	Eaton Rd	2	Norway Maple	12		x								84.00	100.00	130.00	160.00
162	2623	Eaton Rd	Eaton Rd	1	Silver Maple	29						x	x	root rot		792.00	700.00	800.00	1,375.00
163	2624	Eaton Rd	Eaton Rd	2	Norway Maple	24						x	x			572.00	650.00	800.00	700.00
164	2631	Eaton Rd	Eaton Rd	1	Elm	14		x		x						98.00	100.00	130.00	110.00
165	2635	Eaton Rd	Eaton Rd	1	Elm	10		x		x						45.00	100.00	130.00	85.00
166	2640	Eaton Rd	Eaton Rd	1	Elm	10		x		x						45.00	100.00	130.00	85.00
167	2644	Eaton Rd	Eaton Rd	1	Red Oak	8		x		x						45.00	100.00	130.00	85.00
168	2660	Eaton Rd	Eaton Rd	1	Silver Maple	28						x	x			745.00	700.00	800.00	1,000.00
169	2552	Edgerton Rd	Edgerton Rd	2	Norway Maple	15						x	x			263.00	550.00	350.00	500.00
170	2573	Edgerton Rd	Edgerton Rd	1	Pin Oak	43		x		x						265.00	300.00	390.00	500.00
171	2576	Edgerton Rd	Edgerton Rd	2	Norway Maple	19		x		x						133.00	200.00	130.00	260.00
172	2582	Edgerton Rd	Edgerton Rd	1	Honeylocust	12		x		x						84.00	100.00	130.00	210.00
173	2582	Edgerton Rd	Edgerton Rd	2	Honeylocust	15		x		x						105.00	150.00	130.00	215.00
174	2589	Edgerton Rd	Edgerton Rd	1	Silver Maple	27		x		x						189.00	200.00	390.00	310.00

175	2599	Edgerton Rd	Edgerton Rd	1	Honeylocust	15		x		x						105.00	150.00	130.00	210.00
176	2602	Edgerton Rd	Edgerton Rd	1	Littleleaf Linden	15		x		x						105.00	150.00	130.00	160.00
177	2602	Edgerton Rd	Edgerton Rd	2	Littleleaf Linden	15		x		x						105.00	150.00	130.00	160.00
178	2606	Edgerton Rd	Edgerton Rd	1	Honeylocust	15		x		x						105.00	150.00	130.00	220.00
179	2606	Edgerton Rd	Edgerton Rd	2	Honeylocust	13		x		x						91.00	150.00	130.00	220.00
180	2612	Edgerton Rd	Edgerton Rd	1	Tulip Poplar	25		x		x						175.00	200.00	390.00	220.00
181	2616	Edgerton Rd	Edgerton Rd	1	Red Maple	8		x		x						45.00	100.00	130.00	85.00
182	2619	Edgerton Rd	Edgerton Rd	1	Norway Maple	14						x	x			236.00	550.00	350.00	360.00
183	2619	Edgerton Rd	Edgerton Rd	2	Ash	15		x		x						105.00	150.00	130.00	210.00
184	2622	Edgerton Rd	Edgerton Rd	2	Silver Maple	23						x	x			532.00	700.00	800.00	950.00
185	2623	Edgerton Rd	Edgerton Rd	1	Norway Maple	20						x	x			420.00	650.00	800.00	525.00
186	2631	Edgerton Rd	Edgerton Rd	1	Honeylocust	17		x		x						119.00	100.00	130.00	200.00
187	2631	Edgerton Rd	Edgerton Rd	2	Honeylocust	17				x						119.00	100.00	130.00	215.00
188	2631	Edgerton Rd	Edgerton Rd	3	Silver Maple	25						x	x			613.00	650.00	800.00	900.00
189	2658	Edgerton Rd	Edgerton Rd	1	Pin Oak	41				x						265.00	350.00	390.00	610.00
190	3626	Farland Rd	Farland Rd	1	STUMP	18								x		90.00	200.00	50.00	325.00
191	2146	Fenwick Rd	Fenwick Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
192	2236	Fenwick Rd	Fenwick Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
193	2236	Fenwick Rd	Fenwick Rd	2	Red Sunset Maple	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
194	2412	Fenwick Rd	Fenwick Rd	1	Streetkeeper Honey Locust	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
195	2412	Fenwick Rd	Fenwick Rd	1	TBD	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
196	2423	Fenwick Rd	Hillbrook Rd	1	Red Maple	12		x		x						84.00	100.00	130.00	165.00
197	2423	Fenwick Rd	Hillbrook Rd	2	Red Maple	14		x		x						98.00	150.00	130.00	165.00
198	2424	Fenwick Rd	Hillbrook Rd	1	Littleleaf Linden	16						x	x			292.00	600.00	350.00	500.00
199	2440	Fenwick Rd	Fenwick Rd	1	Honeylocust	21				x						147.00	250.00	390.00	300.00
200	2444	Fenwick Rd	Fenwick Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
201	2487	Fenwick Rd	Fenwick Rd	1	Littleleaf Linden	14		x		x						98.00	100.00	130.00	110.00
202	2488	Fenwick Rd	Fenwick Rd	1	Crabapple	8		x		x						45.00	100.00	130.00	70.00
203	2489	Fenwick Rd	Fenwick Rd	1	Pin Oak	12		x		x						84.00	100.00	130.00	110.00
204	2495	Fenwick Rd	Fenwick Rd	1	Honeylocust	10		x		x						45.00	100.00	130.00	110.00
205	2539	Fenwick Rd	Fenwick Rd	1	Pin Oak	22		x		x						154.00	200.00	390.00	310.00
206	2560	Fenwick Rd	Fenwick Rd	1	Honeylocust	21		x		x						147.00	200.00	390.00	215.00
207	2583	Fenwick Rd	Fenwick Rd	1	Norway Maple	21						x	x			456.00	650.00	800.00	640.00
208	2591	Fenwick Rd	Fenwick Rd	1	Norway Maple	13		x		x						91.00	100.00	130.00	110.00
209	2591	Fenwick Rd	Fenwick Rd	2	Sugar Maple	32				x						224.00	200.00	390.00	270.00
210	2600	Fenwick Rd	Fenwick Rd	1	Norway Maple	22						x	x			493.00	600.00	800.00	500.00
211	2611	Fenwick Rd	Fenwick Rd	1	Honeylocust	16		x		x						112.00	150.00	130.00	215.00
212	2616	Fenwick Rd	Fenwick Rd	1	Silver Maple	18		x		x						126.00	150.00	130.00	150.00
213	2623	Fenwick Rd	Fenwick Rd	1	Norway Maple	17						x	x			322.00	600.00	350.00	450.00
214	2627	Fenwick Rd	Fenwick Rd	1	Oak	15		x		x						105.00	100.00	130.00	160.00
215	2627	Fenwick Rd	Fenwick Rd	2	Oak	16		x		x						112.00	100.00	130.00	160.00
216	2431	Fenwood Rd	Fenwood Rd	2	Red Oak	17						x	x			322.00	500.00	350.00	600.00
217	4294	Groveland Rd	Groveland Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
218	4314	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
219	4321	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
220	4325	Groveland Rd	Groveland Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
221	4333	Groveland Rd	Groveland Rd	1	Pin Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
222	4349	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
223	4366	Groveland Rd	Groveland Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
224	4390	Groveland Rd	Groveland Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
225	4429	Groveland Rd	Groveland Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
226	4430	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
227	4433	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
228	4445	Groveland Rd	Groveland Rd	1	Pin Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
229	4446	Groveland Rd	Groveland Rd	1	Pin Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
230	4450	Groveland Rd	Groveland Rd	1	Princeton American Elm	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
231	4474	Groveland Rd	Groveland Rd	1	Pin Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
232	4507	Groveland Rd	S. Green	2	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
233	4110	Hadleigh Rd	Hadleigh Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00

234	4136	Hadleigh Rd	Hadleigh Rd	2	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
235	3709	Hillbrook Rd	Hillbrook Rd	2	Crabapple	8						x	x		100.00	100.00	200.00	225.00
236	3730	Hillbrook Rd	Hillbrook Rd	1	Red Maple	4						x	x		100.00	100.00	200.00	200.00
237	3770	Hillbrook Rd	Hillbrook Rd	1	Norway Maple	7						x	x		100.00	100.00	200.00	200.00
238	3781	Hillbrook Rd	Hillbrook Rd	2	Elm	9						x	x		120.00	100.00	350.00	175.00
239	3797	Hillbrook Rd	Hillbrook Rd	1	Silver Maple	26						x	x		656.00	600.00	800.00	740.00
240	3798	Hillbrook Rd	Dysart Rd	1	Littleleaf Linden	15						x	x		263.00	400.00	350.00	500.00
241	3798	Hillbrook Rd	Dysart Rd	2	Littleleaf Linden	15		x		x					105.00	100.00	200.00	160.00
242	3846	Hillbrook Rd	Hillbrook Rd	1	Littleleaf Linden	14						x	x		236.00	400.00	350.00	500.00
243	3846	Hillbrook Rd	Hillbrook Rd	2	Honeylocust	12						x	x		185.00	300.00	350.00	400.00
244	2604	Kerwick Rd	Kerwick Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
245	2644	Kerwick Rd	Hadleigh Rd	4	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
246	2304	Lalemont Rd	Lalemont Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
247	2429	Laurelhurst Rd	Summerfield Rd	1	STUMP	9							x		45.00	100.00	50.00	165.00
248	2438	Laurelhurst Rd	Laurelhurst Rd	1	Littleleaf Linden	22						x	x		493.00	600.00	800.00	600.00
249	2371	Loyola Rd	Loyola Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
250	2391	Loyola Rd	Loyola Rd	1	State Street Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	65.00
251	3641	Meadowbrook Blvd	Meadowbrook Blvd	1	Red Maple	18		x						sign clearance	126.00	100.00	130.00	160.00
252	3725	Meadowbrook Blvd	Meadowbrook Blvd	1	Callery pear	9		x		x					45.00	50.00	130.00	85.00
253	3725	Meadowbrook Blvd	Meadowbrook Blvd	2	Callery pear	9		x		x					45.00	50.00	130.00	85.00
254	3725	Meadowbrook Blvd	Meadowbrook Blvd	3	Callery pear	9		x		x					45.00	50.00	130.00	85.00
255	3726	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	14		x		x					98.00	100.00	130.00	110.00
256	3730	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	16		x		x					112.00	150.00	130.00	110.00
257	3734	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	13		x		x					91.00	150.00	130.00	110.00
258	3752	Meadowbrook Blvd	Edgerton Rd	2	Honeylocust	26		x		x					182.00	200.00	390.00	325.00
259	3766	Meadowbrook Blvd	Edgerton Rd	1	Honeylocust	23		x		x					161.00	250.00	390.00	325.00
260	3793	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	13						x	x		210.00	400.00	350.00	475.00
261	3793	Meadowbrook Blvd	Dysart Rd	3	Elm	25		x		x					175.00	200.00	390.00	325.00
262	3805	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	13		x		x					91.00	100.00	130.00	110.00
263	3850	Meadowbrook Blvd	Meadowbrook Blvd	1	Red Maple	22		x		x					154.00	150.00	390.00	265.00
264	3852	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	21		x		x					147.00	200.00	390.00	265.00
265	3870	Meadowbrook Blvd	Fenwick Rd	2	Honeylocust	15		x		x					105.00	150.00	130.00	215.00
266	3905	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	16		x		x					112.00	200.00	130.00	110.00
267	3909	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	16		x		x					112.00	200.00	130.00	110.00
268	3913	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	13						x	x		210.00	600.00	350.00	375.00
269	3914	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	17		x		x					119.00	150.00	130.00	160.00
270	3966	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	15						x			105.00	150.00	130.00	110.00
271	3978	Meadowbrook Blvd	Meadowbrook Blvd	1	Silver Maple	32						x			224.00	200.00	390.00	365.00
272	3982	Meadowbrook Blvd	Meadowbrook Blvd	1	Norway Maple	19		x		x					133.00	200.00	130.00	200.00
273	2536	Milford Rd	Milford Rd	1	Red Sunset Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
274	2325	Milton Rd	Milton Rd	1	Crabapple	10						x	x		140.00	200.00	350.00	250.00
275	2420	Milton Rd	Milton Rd	1	Littleleaf Linden	14						x	x		236.00	200.00	350.00	275.00
276	2427	Milton Rd	Milton Rd	1	Crabapple	10						x	x		140.00	200.00	350.00	250.00
277	2303	Miramar Blvd	Miramar Blvd	1	Sugar Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
278	2323	Miramar Blvd	Miramar Blvd	1	Sugar Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
279	2323	Miramar Blvd	Miramar Blvd	2	Sugar Maple	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
280	3746	Northwood Rd	Northwood Rd	1	Callery pear	25						x	x		613.00	350.00	800.00	775.00
281	3577	Raymont Blvd	Thayne Rd	2	Elm	23						x	x		532.00	550.00	800.00	675.00
282	3597	Raymont Blvd	Raymont Blvd	1	Ivory Silk Lilac	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
283	2511	Rubyvale Dr	Rubyvale Dr	1	Ginkgo	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
284	2209	S. Green	S. Green	1	Pin Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
285	2228	S. Green	Silsby	1	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
286	2228	S. Green	Silsby	2	Northern Red Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
287	2245	S. Green	Campus	1	Pin Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
288	2245	S. Green	Campus	3	Pin Oak	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
289	2440	S. Green	S. Green	1	Streetkeeper Honey Locust	3	x	x						Fall 2020 Planting	20.00	40.00	65.00	70.00
290	2423	Saybrook Rd	Hillbrook Rd	2	Honeylocust	7						x	x		100.00	250.00	200.00	225.00
291	2452	Saybrook Rd	Saybrook Rd	1	Red Maple	10		x		x					45.00	100.00	130.00	110.00
292	2456	Saybrook Rd	Saybrook Rd	1	Honeylocust	13		x		x					91.00	150.00	130.00	160.00

293	2476	Saybrook Rd	Saybrook Rd	1	Littleleaf Linden	10		x		x						45.00	100.00	130.00	110.00	
294	2505	Saybrook Rd	Saybrook Rd	3	Callery pear	21						x	x				456.00	500.00	200.00	575.00
295	2510	Saybrook Rd	Saybrook Rd	1	Norway Maple	15		x		x							105.00	150.00	130.00	160.00
296	2510	Saybrook Rd	Saybrook Rd	2	Norway Maple	11		x		x							77.00	100.00	130.00	160.00
297	2559	Saybrook Rd	Saybrook Rd	1	Red Maple	17		x		x							119.00	150.00	130.00	160.00
298	2568	Saybrook Rd	Saybrook Rd	1	Pin Oak	27		x		x							265.00	200.00	390.00	425.00
299	2572	Saybrook Rd	Saybrook Rd	1	Sugar Maple	6		x	x								45.00	100.00	65.00	85.00
300	2588	Saybrook Rd	Saybrook Rd	1	Hackberry	8		x		x							45.00	100.00	130.00	70.00
301	2612	Saybrook Rd	Saybrook Rd	1	Norway Maple	15						x	x				263.00	450.00	350.00	550.00
302	2308	Scholl Rd	Scholl Rd	1	State Street Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
303	2332	Scholl Rd	Scholl Rd	1	State Street Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
304	3706	Silsby Rd	Silsby Rd	1	Maple	2						x	x				100.00	40.00	200.00	175.00
305	3721	Silsby Rd	Silsby Rd	3	State Street Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
306	3818	Silsby Rd	Silsby Rd	1	State Street Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
307	4290	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
308	4308	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
309	4314	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
310	4327	Silsby Rd	Baintree Rd	2	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
311	4327	Silsby Rd	Baintree Rd	3	Red Sunset Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
312	4327	Silsby Rd	Baintree Rd	4	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
313	4327	Silsby Rd	Baintree Rd	5	Red Sunset Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
314	4330	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
315	4362	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
316	4410	Silsby Rd	Silsby Rd	1	Norway Maple	13						x	x				210.00	350.00	350.00	300.00
317	4469	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
318	4470	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
319	4473	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
320	4493	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
321	4494	Silsby Rd	Silsby Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
322	14443	Summerfield Rd	Summerfield Rd	1	Pin Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
323	14465	Summerfield Rd	Summerfield Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
324	14469	Summerfield Rd	Summerfield Rd	1	Pin Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
325	14474	Summerfield Rd	Summerfield Rd	1	Northern Red Oak	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
326	2444	Traymore Rd	Traymore Rd	1	Littleleaf Linden	18		x		x							126.00	250.00	130.00	160.00
327	2450	Traymore Rd	Traymore Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
328	2464	Traymore Rd	Traymore Rd	1	Oak	13		x		x							91.00	150.00	130.00	160.00
329	2465	Traymore Rd	Traymore Rd	1	Red Sunset Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
330	2471	Traymore Rd	Traymore Rd	1	Red Maple	17		x		x							119.00	150.00	130.00	160.00
331	2540	Traymore Rd	Traymore Rd	1	Hedge Maple	3		x	x						Fall 2020 Planting		20.00	40.00	65.00	65.00
332	2647	Traymore Rd	Traymore Rd	1	Freeman Maple	12		x		x							84.00	150.00	130.00	110.00
333	2647	Traymore Rd	Traymore Rd	2	Freeman Maple	14		x		x							98.00	150.00	130.00	110.00
334	2653	Traymore Rd	Traymore Rd	1	Norway Maple	19		x		x							133.00	200.00	130.00	160.00
335	3869	Tyndall Rd	Tyndall Rd	2	Littleleaf Linden	11		x							sign clearance		77.00	150.00	130.00	80.00
336	3882	Tyndall Rd	Tyndall Rd	1	Pin Oak	37		x		x							265.00	400.00	390.00	510.00
337	3897	Tyndall Rd	Tyndall Rd	1	Pin Oak	26		x		x							265.00	350.00	390.00	410.00
338	3902	Tyndall Rd	Tyndall Rd	1	Honeylocust	15		x		x							105.00	150.00	130.00	210.00
339	3902	Tyndall Rd	Tyndall Rd	2	Red Maple	15		x		x							105.00	150.00	130.00	160.00
340	3918	Tyndall Rd	Tyndall Rd	1	Honeylocust	24		x		x							168.00	200.00	390.00	350.00
341	3953	Tyndall Rd	Tyndall Rd	1	Pin Oak	25		x		x							265.00	250.00	390.00	350.00
342	2568	University Blvd	University Blvd	1	Littleleaf Linden	25		x		x							175.00	250.00	390.00	255.00
343	2568	University Blvd	University Blvd	1	Littleleaf Linden	28						x	x				745.00	650.00	800.00	255.00
344	2575	University Blvd	University Blvd	1	Pin Oak	40		x		x							265.00	400.00	390.00	560.00
345	2580	University Blvd	University Blvd	1	Norway Maple	20		x		x					sign clearance		140.00	200.00	130.00	210.00
346	2587	University Blvd	University Blvd	1	Pin Oak	42		x		x							265.00	450.00	390.00	570.00
347	2591	University Blvd	University Blvd	1	Honeylocust	23		x		x					street light clearance		161.00	100.00	390.00	310.00
348	2592	University Blvd	University Blvd	1	Pin Oak	38		x		x							265.00	300.00	390.00	570.00
349	2611	University Blvd	University Blvd	1	Littleleaf Linden	23		x		x							161.00	200.00	390.00	265.00
350	2626	University Blvd	University Blvd	1	Pin Oak	32		x		x							265.00	400.00	390.00	470.00
351	2626	University Blvd	University Blvd	2	Pin Oak	35		x		x							265.00	400.00	390.00	470.00

352	2626	University Blvd	University Blvd	3	Pin Oak	25		x		x						265.00	200.00	390.00	400.00	
353	2626	University Blvd	University Blvd	4	Pin Oak	25		x		x						265.00	200.00	390.00	400.00	
354	2640	University Blvd	University Blvd	1	Norway Maple	18		x		x						126.00	150.00	130.00	210.00	
355	2640	University Blvd	University Blvd	2	Honeylocust	11		x		x						77.00	150.00	130.00	160.00	
356	2640	University Blvd	University Blvd	3	Honeylocust	14		x		x						98.00	150.00	130.00	210.00	
357	2645	University Blvd	University Blvd	1	Pin Oak	38		x		x						265.00	450.00	390.00	550.00	
358	2645	University Blvd	University Blvd	M	Norway Maple	17		x		x				median tree		119.00	150.00	130.00	150.00	
359	2645	University Blvd	University Blvd	M	Norway Maple	12		x		x				median tree		84.00	150.00	130.00	150.00	
360	2645	University Blvd	University Blvd	M	Norway Maple	13						x	x	median tree		210.00	450.00	350.00	325.00	
361	2645	University Blvd	University Blvd	M	Norway Maple	13		x		x				median tree		91.00	150.00	130.00	150.00	
362	2645	University Blvd	University Blvd	M	Littleleaf Linden	16		x		x				median tree		112.00	150.00	130.00	150.00	
363	2645	University Blvd	University Blvd	M	Red Maple	13		x		x				median tree		91.00	150.00	130.00	150.00	
364	4450	University Pkwy	University Pkwy	1	Northern Red Oak	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
365	4481	University Pkwy	University Pkwy	2	Northern Red Oak	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
366	4521	University Pkwy	S. Green	4	Northern Red Oak	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
367	2332	Warrensville Center Rd	Warrensville Center Rd	1	Streetkeeper Honey Locust	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
368	2539	Warrensville Center Rd	Warrensville Center Rd	1	Streetkeeper Honey Locust	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
369	2583	Warrensville Center Rd	Warrensville Center Rd	1	Streetkeeper Honey Locust	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
370	3714	Washington Blvd	Washington Blvd	1	State Street Maple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
371	4044	Washington Blvd	Washington Blvd	1	Elm	23						x	x			532.00	550.00	65.00	775.00	
372	4073	Washington Blvd	Washington Blvd	1	Purple Prince Crabapple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
373	4073	Washington Blvd	Washington Blvd	2	Purple Prince Crabapple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
374	4093	Washington Blvd	Washington Blvd	1	Norway Maple	12						x	x			185.00	400.00	350.00	350.00	
375	4097	Washington Blvd	Washington Blvd	1	Norway Maple	18						x	x			353.00	450.00	350.00	600.00	
376	14149	Washington Blvd	Lalemant	4	State Street Maple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
377	14285	Washington Blvd	Bromley	3	Autumn Blaze Maple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
378	14301	Washington Blvd	Washington Blvd	1	Purple Prince Crabapple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
379	14330	Washington Blvd	Washington Blvd	1	Northern Red Oak	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
380	14341	Washington Blvd	Claver	1	Crimson King Maple	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
381	14270x	Washington Blvd	Washington Blvd	6	Northern Red Oak	3		x	x					Fall 2020 Planting		20.00	40.00	65.00	65.00	
																CONTRACT TOTAL BID AMOUNT:	49,668.00	69,090.00	78,280.00	81,609.00