

INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

**AN ORDINANCE AUTHORIZING PERMANENT APPROPRIATIONS
FOR CURRENT AND OTHER EXPENDITURES OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING
JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 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, 2024 and ending December 31, 2024, City Council authorizes the Permanent Appropriations 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, Ohio

**_____
Michael Dylan Brennan, Mayor**

First Reading:

Passed:

**Attest: _____
Kelly M. Thomas, Clerk of Council**

Approved as to Form:

**_____
Luke F. McConville, Law Director**

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
Expense
Budget

* Report Contains Filters

General Funds for GASB Reporting

100 General Fund

1100 Public Safety

Other 72,500.00

Sub Total 1100 Public Safety 72,500.00

1110 Police Department

Personnel 4,705,860.00

Other 469,450.00

Sub Total 1110 Police Department 5,175,310.00

1120 Fire Department

Personnel 4,660,640.00

Other 405,900.00

Sub Total 1120 Fire Department 5,066,540.00

1121 Fire Prevention Bureau

Personnel 417,945.00

Other 30,350.00

Sub Total 1121 Fire Prevention Bureau 448,295.00

1130 Dispatch

Other 455,000.00

Sub Total 1130 Dispatch 455,000.00

1140 Traffic Control

Personnel 56,220.00

Other 108,500.00

Sub Total 1140 Traffic Control 164,720.00

1150 Animal Control

Other 10,500.00

Sub Total 1150 Animal Control 10,500.00

1160 Prisoner Housing

Other 92,000.00

Sub Total 1160 Prisoner Housing 92,000.00

1170 Prosecutor

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
Expense
Budget

* Report Contains Filters

| | |
|---------------------------|-----------|
| Personnel | 48,895.00 |
| Other | 17,600.00 |
| Sub Total 1170 Prosecutor | 66,495.00 |

| | |
|-----------------------|-----------|
| 1180 Courts | |
| Other | 53,000.00 |
| Sub Total 1180 Courts | 53,000.00 |

| | |
|---|------------|
| 1190 County Health Department | |
| Other | 100,877.00 |
| Sub Total 1190 County Health Department | 100,877.00 |

| | |
|------------------------------------|------------|
| 1210 Building Department | |
| Other | 408,400.00 |
| Sub Total 1210 Building Department | 408,400.00 |

| | |
|-----------------------------------|------------|
| 1220 Housing Department | |
| Personnel | 392,350.00 |
| Other | 53,700.00 |
| Sub Total 1220 Housing Department | 446,050.00 |

| | |
|--------------------------------------|-----------|
| 1230 Community Development | |
| Personnel | 64,155.00 |
| Other | 8,050.00 |
| Sub Total 1230 Community Development | 72,205.00 |

| | |
|-------------------------------------|------------|
| 1240 Economic Development | |
| Personnel | 115,210.00 |
| Other | 22,775.00 |
| Sub Total 1240 Economic Development | 137,985.00 |

| | |
|------------------------------|------------|
| 1310 Pool Activity | |
| Personnel | 218,825.00 |
| Other | 106,950.00 |
| Sub Total 1310 Pool Activity | 325,775.00 |

| | |
|---|-----------|
| 1320 Summer Recreation Activities | |
| Personnel | 33,020.00 |
| Other | 8,510.00 |
| Sub Total 1320 Summer Recreation Activities | 41,530.00 |

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
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Budget

* Report Contains Filters

1330 Recreation - Entertainment

| | |
|---|-----------|
| Other | 86,400.00 |
| Sub Total 1330 Recreation - Entertainment | 86,400.00 |

1400 Public Service Department

| | |
|--|------------|
| Personnel | 652,270.00 |
| Other | 40,800.00 |
| Sub Total 1400 Public Service Department | 693,070.00 |

1410 Lands and Buildings

| | |
|------------------------------------|------------|
| Personnel | 128,895.00 |
| Other | 328,900.00 |
| Sub Total 1410 Lands and Buildings | 457,795.00 |

1420 Refuse Collection

| | |
|----------------------------------|--------------|
| Personnel | 1,065,475.00 |
| Other | 401,850.00 |
| Sub Total 1420 Refuse Collection | 1,467,325.00 |

1470 City Engineer

| | |
|------------------------------|------------|
| Other | 100,000.00 |
| Sub Total 1470 City Engineer | 100,000.00 |

1510 Civil Service Commission

| | |
|---|-----------|
| Personnel | 3,000.00 |
| Other | 22,500.00 |
| Sub Total 1510 Civil Service Commission | 25,500.00 |

1520 City Planning Commission

| | |
|---|----------|
| Personnel | 2,000.00 |
| Other | 2,500.00 |
| Sub Total 1520 City Planning Commission | 4,500.00 |

1530 Board of Zoning Appeals

| | |
|--|----------|
| Personnel | 3,800.00 |
| Other | 2,100.00 |
| Sub Total 1530 Board of Zoning Appeals | 5,900.00 |

1540 Architectural Review Board

| | |
|-----------|----------|
| Personnel | 2,500.00 |
|-----------|----------|

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
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| | |
|--|--------------|
| Other | 1,400.00 |
| Sub Total 1540 Architectural Review Board | 3,900.00 |
| 1600 General City Administration | |
| Personnel | 134,744.00 |
| Other | 522,100.00 |
| Sub Total 1600 General City Administration | 656,844.00 |
| 1610 Mayor's Office | |
| Personnel | 225,571.00 |
| Other | 21,850.00 |
| Sub Total 1610 Mayor's Office | 247,421.00 |
| 1620 City Council | |
| Personnel | 173,910.00 |
| Other | 20,950.00 |
| Sub Total 1620 City Council | 194,860.00 |
| 1630 Finance Department | |
| Personnel | 304,310.00 |
| Other | 466,675.00 |
| Sub Total 1630 Finance Department | 770,985.00 |
| 1640 Law Department | |
| Personnel | 92,365.00 |
| Other | 214,700.00 |
| Sub Total 1640 Law Department | 307,065.00 |
| 1650 Civic Engagement | |
| Personnel | 100,430.00 |
| Other | 58,900.00 |
| Sub Total 1650 Civic Engagement | 159,330.00 |
| 1660 Community Relations | |
| Personnel | 24,250.00 |
| Other | 73,900.00 |
| Sub Total 1660 Community Relations | 98,150.00 |
| 1999 Transfers and Advances | |
| Other | 1,184,000.00 |
| Sub Total 1999 Transfers and Advances | 1,184,000.00 |

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
Expense
Budget

* Report Contains Filters

| | |
|----------------------------|---------------|
| Sub Total 100 General Fund | 19,600,227.00 |
|----------------------------|---------------|

Special Revenue Funds

200 Street Maintenance Fund

1430 Street Maintenance and Repair

| | |
|-----------|------------|
| Personnel | 288,247.00 |
| Other | 812,200.00 |

| | |
|--|--------------|
| Sub Total 1430 Street Maintenance and Repair | 1,100,447.00 |
|--|--------------|

1470 City Engineer

| | |
|-------|-----------|
| Other | 50,000.00 |
|-------|-----------|

| | |
|------------------------------|-----------|
| Sub Total 1470 City Engineer | 50,000.00 |
|------------------------------|-----------|

| | |
|---------------------------------------|--------------|
| Sub Total 200 Street Maintenance Fund | 1,150,447.00 |
|---------------------------------------|--------------|

201 Sewer & Water Maintenance Fund

1440 Sewer and Water Maintenance

| | |
|-----------|------------|
| Personnel | 134,545.00 |
| Other | 601,350.00 |

| | |
|--|------------|
| Sub Total 1440 Sewer and Water Maintenance | 735,895.00 |
|--|------------|

1470 City Engineer

| | |
|-------|-----------|
| Other | 15,000.00 |
|-------|-----------|

| | |
|------------------------------|-----------|
| Sub Total 1470 City Engineer | 15,000.00 |
|------------------------------|-----------|

1600 General City Administration

| | |
|-------|-----------|
| Other | 23,000.00 |
|-------|-----------|

| | |
|--|-----------|
| Sub Total 1600 General City Administration | 23,000.00 |
|--|-----------|

| | |
|--|------------|
| Sub Total 201 Sewer & Water Maintenance Fund | 773,895.00 |
|--|------------|

202 Shade Tree Maintenance Fund

1450 Shade Tree Maintenance

| | |
|-----------|------------|
| Personnel | 36,250.00 |
| Other | 200,900.00 |

| | |
|---------------------------------------|------------|
| Sub Total 1450 Shade Tree Maintenance | 237,150.00 |
|---------------------------------------|------------|

| | |
|---|------------|
| Sub Total 202 Shade Tree Maintenance Fund | 237,150.00 |
|---|------------|

203 Street Lighting Fund

CITY OF UNIVERSITY HEIGHTS

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* Report Contains Filters

1460 Street Lighting

| | |
|-------|------------|
| Other | 252,000.00 |
|-------|------------|

| | |
|--------------------------------|------------|
| Sub Total 1460 Street Lighting | 252,000.00 |
|--------------------------------|------------|

| | |
|------------------------------------|------------|
| Sub Total 203 Street Lighting Fund | 252,000.00 |
|------------------------------------|------------|

210 Police Pension Fund

1110 Police Department

| | |
|-----------|------------|
| Personnel | 135,000.00 |
|-----------|------------|

| | |
|----------------------------------|------------|
| Sub Total 1110 Police Department | 135,000.00 |
|----------------------------------|------------|

| | |
|-----------------------------------|------------|
| Sub Total 210 Police Pension Fund | 135,000.00 |
|-----------------------------------|------------|

211 State & Local Law Enforcement Fund

1110 Police Department

| | |
|-------|----------|
| Other | 7,900.00 |
|-------|----------|

| | |
|----------------------------------|----------|
| Sub Total 1110 Police Department | 7,900.00 |
|----------------------------------|----------|

| | |
|---|----------|
| Sub Total 211 State & Local Law Enforcement | 7,900.00 |
|---|----------|

212 Federal Law Enforcement Fund

1110 Police Department

| | |
|-------|----------|
| Other | 8,000.00 |
|-------|----------|

| | |
|----------------------------------|----------|
| Sub Total 1110 Police Department | 8,000.00 |
|----------------------------------|----------|

| | |
|--|----------|
| Sub Total 212 Federal Law Enforcement Fund | 8,000.00 |
|--|----------|

213 Community Diversion Grant Fund

1110 Police Department

| | |
|-----------|----------|
| Personnel | 4,000.00 |
|-----------|----------|

| | |
|-------|----------|
| Other | 8,000.00 |
|-------|----------|

| | |
|----------------------------------|-----------|
| Sub Total 1110 Police Department | 12,000.00 |
|----------------------------------|-----------|

| | |
|--|-----------|
| Sub Total 213 Community Diversion Grant Fund | 12,000.00 |
|--|-----------|

214 BCI & FBI Fee Fund

1110 Police Department

| | |
|-------|--------|
| Other | 500.00 |
|-------|--------|

| | |
|----------------------------------|--------|
| Sub Total 1110 Police Department | 500.00 |
|----------------------------------|--------|

1999 Transfers and Advances

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

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* Report Contains Filters

| | |
|---|------------|
| Other | 500.00 |
| Sub Total 1999 Transfers and Advances | 500.00 |
| Sub Total 214 BCI & FBI Fee Fund | 1,000.00 |
| 220 Fire Pension Fund | |
| 1120 Fire Department | |
| Personnel | 135,000.00 |
| Sub Total 1120 Fire Department | 135,000.00 |
| Sub Total 220 Fire Pension Fund | 135,000.00 |
| 221 Ohio Department of Public Safety (ODPS) Grant Fund | |
| 1120 Fire Department | |
| Other | 19,500.00 |
| Sub Total 1120 Fire Department | 19,500.00 |
| Sub Total 221 Ohio Department of Public Safety | 19,500.00 |
| 222 Federal Emergency Management Agency (FEMA) Grant Fund | |
| 1120 Fire Department | |
| Personnel | 12,000.00 |
| Other | 16,000.00 |
| Sub Total 1120 Fire Department | 28,000.00 |
| Sub Total 222 Federal Emergency Management | 28,000.00 |
| 230 Ohio Board of Building Standards Fee Fund | |
| 1210 Building Department | |
| Other | 6,000.00 |
| Sub Total 1210 Building Department | 6,000.00 |
| Sub Total 230 Ohio Board of Building Standards | 6,000.00 |
| 231 Construction Deposits Fund | |
| 1210 Building Department | |
| Other | 12,000.00 |
| Sub Total 1210 Building Department | 12,000.00 |
| 1470 City Engineer | |

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

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* Report Contains Filters

| | |
|--|------------|
| Other | 6,000.00 |
| Sub Total 1470 City Engineer | 6,000.00 |
| Sub Total 231 Construction Deposits Fund | 18,000.00 |
| 232 Street Opening Deposit Fund | |
| 1210 Building Department | |
| Other | 500.00 |
| Sub Total 1210 Building Department | 500.00 |
| Sub Total 232 Street Opening Deposit Fund | 500.00 |
| 240 University Square TIF Fund | |
| 1250 TIF Accounting | |
| Other | 240,000.00 |
| Sub Total 1250 TIF Accounting | 240,000.00 |
| 1999 Transfers and Advances | |
| Other | 35,000.00 |
| Sub Total 1999 Transfers and Advances | 35,000.00 |
| Sub Total 240 University Square TIF Fund | 275,000.00 |
| 250 Performance Bond Fund | |
| 1210 Building Department | |
| Other | 45,000.00 |
| Sub Total 1210 Building Department | 45,000.00 |
| 1600 General City Administration | |
| Other | 3,500.00 |
| Sub Total 1600 General City Administration | 3,500.00 |
| Sub Total 250 Performance Bond Fund | 48,500.00 |
| 255 Opioid Distribution Fund | |
| 1600 General City Administration | |
| Other | 5,000.00 |
| Sub Total 1600 General City Administration | 5,000.00 |
| Sub Total 255 Opioid Distribution Fund | 5,000.00 |
| 297 Local Coronavirus Relief Fund | |

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
Expense
Budget

* Report Contains Filters

1430 Street Maintenance and Repair

| | |
|-------|-----------|
| Other | 56,335.39 |
|-------|-----------|

| | |
|--|-----------|
| Sub Total 1430 Street Maintenance and Repair | 56,335.39 |
|--|-----------|

| | |
|---|-----------|
| Sub Total 297 Local Coronavirus Relief Fund | 56,335.39 |
|---|-----------|

Debt Service Funds

300 General Obligation Debt Fund

1600 General City Administration

| | |
|-------|------------|
| Other | 143,997.00 |
|-------|------------|

| | |
|--|------------|
| Sub Total 1600 General City Administration | 143,997.00 |
|--|------------|

| | |
|--|------------|
| Sub Total 300 General Obligation Debt Fund | 143,997.00 |
|--|------------|

Capital Project Funds

400 General Capital Improvements Fund

1100 Public Safety

| | |
|-------|-----------|
| Other | 71,000.00 |
|-------|-----------|

| | |
|------------------------------|-----------|
| Sub Total 1100 Public Safety | 71,000.00 |
|------------------------------|-----------|

1120 Fire Department

| | |
|-------|------------|
| Other | 183,760.00 |
|-------|------------|

| | |
|--------------------------------|------------|
| Sub Total 1120 Fire Department | 183,760.00 |
|--------------------------------|------------|

1140 Traffic Control

| | |
|-------|-----------|
| Other | 15,000.00 |
|-------|-----------|

| | |
|--------------------------------|-----------|
| Sub Total 1140 Traffic Control | 15,000.00 |
|--------------------------------|-----------|

1400 Public Service Department

| | |
|-------|------------|
| Other | 175,400.00 |
|-------|------------|

| | |
|--|------------|
| Sub Total 1400 Public Service Department | 175,400.00 |
|--|------------|

1420 Refuse Collection

| | |
|-------|------------|
| Other | 248,000.00 |
|-------|------------|

| | |
|----------------------------------|------------|
| Sub Total 1420 Refuse Collection | 248,000.00 |
|----------------------------------|------------|

1600 General City Administration

| | |
|-------|-----------|
| Other | 25,000.00 |
|-------|-----------|

| | |
|--|-----------|
| Sub Total 1600 General City Administration | 25,000.00 |
|--|-----------|

CITY OF UNIVERSITY HEIGHTS

2024 Permanent Appropriations As of March 1, 2024

2024
Expense
Budget

* Report Contains Filters

1999 Transfers and Advances

Other 9,000.00

Sub Total 1999 Transfers and Advances 9,000.00

Sub Total 400 General Capital Improvements Fund 727,160.00

401 Sewer & Water Capital Improvements Fund

1440 Sewer and Water Maintenance

Other 33,202.06

Sub Total 1440 Sewer and Water Maintenance 33,202.06

1470 City Engineer

Other 25,000.00

Sub Total 1470 City Engineer 25,000.00

Sub Total 401 Sewer & Water Capital 58,202.06

411 Facilities Capital Improvement Fund

1600 General City Administration

Other 1,050,000.00

Sub Total 1600 General City Administration 1,050,000.00

Sub Total 411 Facilities Capital Improvement Fund 1,050,000.00

Component Unit Funds

800 University Heights City Beautiful Corporation

2200 Community Improvement Corporation

Other 9,000.00

Sub Total 2200 Community Improvement 9,000.00

Sub Total 800 University Heights City Beautiful 9,000.00

Report Total : 24,757,813.45

Selected Filters

Account Type

Include - Expense

Appropriations Grouping

Include - Personnel

Include - Other

INVITATION FOR BIDS

LEGAL NOTICE

Sealed bid proposals will be received at the office of the Clerk of Council of the City of University Heights, 2300 Warrensville Center Road, University Heights, Ohio 44118 until **12:00 Noon on the 22nd day of March, 2024** for:

2024 GENERAL YARD NUISANCE ABATEMENT

Will be publicly opened and read immediately thereafter for the general yard nuisance abatement in accordance with specifications prepared by the Housing Director on file in the office of the Clerk. Work is to take place during the 2024 calendar year.

Copies of the Specifications, Instructions to Bidders, and other contract documents are available in the office of the Clerk of Council of the City of University Heights.

The City of University Heights reserves the right to reject any and all bids, to waive any informality in the bids received, and to accept any bid which it deems most favorable.

By order of the Council of the City of University Heights, Ohio.

Kelly Thomas, Clerk of Council
City of University Heights, Ohio

Adv: March 7, 2024
 March 14, 2024

GENERAL YARD NUISANCE ABATEMENT

PROJECT DESCRIPTION

The City of University Heights invites you to publicly bid on providing complete General Yard Nuisance Abatement Services, as desired by the City of University Heights.

TERM

The Term of this Agreement shall be that work will commence upon Notice of Authorization to Proceed and all work shall be fully completed on or before December 31, 2024. The City may have the option to extend this Agreement for up to a total of one (1) more year or any portion thereof upon expiration of the original Agreement Term. If the City extends this Agreement and funds are not available for a subsequent fiscal year in the extension period, this Agreement shall automatically terminate upon expiration of the present current fiscal year.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and supervision to provide complete general yard nuisance abatement services, as desired by the City of University Heights, in accordance with this specification. This work shall include but not necessarily be limited to the short summary below:

GENERAL YARD NUISANCE ABATEMENT

The Contractor is to perform general yard nuisance abatements, as requested by the City in writing or electronically, and mow those with high grass. High grass is defined as grass or weeds greater than 8 inches in length (see attached University Heights Codified Ordinances).

A list of properties requiring services will be provided in writing or electronically on a regular basis. Required abatements will be assigned on Mondays and Thursdays. Those assigned on Monday should be scheduled to be done on Tuesday. Those assigned on Thursday should be done on Friday. A separate list of approximately eight properties are to be done weekly throughout the season. During the months of May and June there are an extraordinary number of abatements which may not continue throughout the season. Contact information will be handled by the City of University Heights Housing and Community Development Director or his representative in the Housing Department at (216) 932-7800.

PROPERTY CLEANUP

The Contractor is to provide any or all of the following services, as requested in writing by the City and after confirming that the property owner has been cited:

- Mow high grass;
- Trim shrubs;
- Leaf cleanup;
- Yard waste debris removal;
- Properties will be trimmed and blown (sidewalks and drives clear of any grass clippings or debris).

The Contractor is required to take photos of each job before and after the completion of the work. These photos must include:

- **A photograph prior to the abatement to show evidence of a nuisance condition. This photograph must include the property address.**
- **A photograph after the abatement to show evidence of the abatement. This photograph must also include the property address.**
- **The City will provide an electronic means to transfer these photographs from the Contractor to the City.**

INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and save the City and each and all of its public officials harmless of any and all suits, liens, claims, actions, or causes of actions arising out of the performance of this Contract asserted by any individual and/or entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, contractors or any claim of breach thereof, any claim arising out or based upon any alleged violation of federal, state, or local law, statute, or ordinance. The Contractor shall, at his/her or its own expense, defend the City and its officials in all litigation and indemnify the City and/or its Law Director and/or the City's insurance carrier for all attorney's fees incurred, judgments, and/or awards of damages, court costs, and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact. The Contractor shall obtain liability insurance in the minimum amount of One Million Dollars (\$1,000,000) naming the City as an additional insured. The insurance policy shall contain a provision requiring notification to the City of any cancellation and/or amendment thereto, no later than thirty (30) days prior to such proposed cancellation and/or amendment.

The Contractor will maintain full workers' compensation coverage for all of Contractor's employees and proof of such insurance and proof of the current application of all federal and state required coverage for workers' compensation, unemployment benefits and taxation shall be evidenced by submitted certificates thereof to the City prior to the execution of this Contract, provided, however, that the failure to submit such certificate shall not relieve the Contractor of the full indemnification obligations required herein.

WARRANTIES, REPRESENTATIONS, COVENANTS

The Contractor warrants: that he/she is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials bid upon, awarded, and performed under this Contract; that no subcontractor shall perform any part of this contract without written notice in advance to the Building Commissioner, and any objection thereto shall be presented first to the Mayor, and then to the City Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the Contractor in all respects fair and without collusion or fraud; that no employee or official of the City of University Heights is directly or indirectly interested therein; that the Contractor in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the Contractor will not engage in or participate in any form of discrimination.

CONTRACTOR'S PERFORMANCE

The Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City or its authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor in writing.

The Contractor will have one (1) day from the receipt of notice of unsatisfactory performance to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement, at the sole discretion of the City. Additionally, this Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.

WORK HOURS

The Contractor may perform services between the hours of 8:00 a.m. and 7:00 p.m. Monday – Friday, and 9:00 a.m. and 5:00 p.m., Saturday and Sunday.

BASIS FOR AWARD

Contract will be awarded to the Contractor submitting the lowest and best bid for all or some portion of the work as soon as practicable after opening of the bids. The right is reserved to reject any and all, including alternates, to waive technicalities, or to solicit for new proposals, if in the judgement of the awarding authority the best interests of the City will be promoted thereby.

REFERENCES

The Contractor shall provide with submission of the bid form a list of three references.

EQUIPMENT

The Contractor shall provide with submission of the bid form a list of equipment to be used.

PROPERTY DAMAGE

The Contractor shall be responsible for repair of any property damage and restoration of any area disturbed to the satisfaction of the Housing and Community Development Director prior to final payment. Any repair/restoration of damaged area shall be performed at Contractor's sole cost and expense.

INVOICING – PAYMENT

- Return a completed invoice to the Housing and Community Development Director Geoff Englebrecht at genglebrecht@universityheights.com prior to the last day of the month.
 - If the last day of the month falls on a Saturday, please return the monthly invoice the Friday before.
 - If the last day of the month falls on Sunday, please return the monthly invoice the Monday after.
- Please invoice each property separately for work completed that month.
- Once approved by the Housing and Community Development Director invoice(s) will be submitted to the Finance Department for payment to Contractor.

**GENERAL YARD NUISANCE ABATEMENT
BID FORM**

The Contractor hereby proposes to furnish General Yard Nuisance Abatement services in accordance with the provision of the request for bid document of which this form is a part:

| SERVICE | 2024 RATE |
|-------------------------------|--------------|
| High Grass Nuisance Abatement | \$ per house |
| Trim Shrubs | \$ per hour |
| Leaf Cleanup | \$ per hour |
| Debris Removal | \$ per hour |

Bid submitted by **(PLEASE PRINT)**:

(Company)

(Title: Owner, Partner, Corporate Officer)

(Name)

(Street Address)

(Phone Number)

(City, State, Zip)

(Federal I.D. Number)

(Signature, **in ink**)

(E-mail Address)

Bidder Qualifies As (please circle answer):

Minority Business Enterprise (MBE)

Yes

No

Women's Business Enterprise (WBE)

Yes

No



UNIVERSITY HEIGHTS

MEMO

TO: City Council

FROM: Mayor Michael Dylan Brennan 

RE: Proposal to Retain LNE Group in an amount not to exceed \$30,000 for Federal and State Advocacy Support for the City of University Heights

DATE: March 1, 2024

As referenced at the Finance Committee meeting of February 27, 2024, I am recommending the City retain LNE Group, LLC for lobbying services to seek federal and/or state funding for a sewer project for the City.

The proposed contract for us to consider would engage LNE to pursue funding for the manhole replacement project from two sources: (1) the State of Ohio “one-time strategic community investment” fund, and (2) federal FY 2025 Congressionally Directed Spending (CDS, formerly known as “earmarks”). Here is a link that explains more about the state funding:

<https://www.communitysolutions.com/an-ohio-capital-budget-with-a-twist/>

Applications for the one-time fund are due to the Ohio Senate by April 1. Senator Brown will be accepting programmatic and congressionally directed spending (CDS) appropriations requests for fiscal year 2025 (FY25) through 11:59pm EST on Friday, March 22, 2024.

The City previously engaged LNE for lobbying services for a federal earmark only for a proposed manhole separation project. The application was well received by Senator Brown’s office. Despite this, and through no fault of LNE or the City, the application did not advance to committee for consideration. Because the application was otherwise well received by our senator, we believe we may get strong consideration this time.

CITY OF UNIVERSITY HEIGHTS • OFFICE OF THE MAYOR

Mayor Michael Dylan Brennan • 2300 Warrensville Center Road, University Heights, Ohio 44118-3895
216.932.7800 x222 • www.universityheights.com • mdb@universityheights.com

In review of the compensation section of the proposal: we went back to our contract from last year where we had a three-payment structure relating to submitting the manhole replacement project for FY 2024 CDS: (1) \$10,000 upfront; (2) \$10,000 if the project was listed in one of the House or Senate appropriations bills; and (3) \$10,000 once the federal budget was enacted. (I have included both the last year's proposal from Lee Weingart of LNE and the previous contract from last year for your reference and review, especially for the benefit of newer members of council, but also to refresh the recollection of other members of council who authorized the prior effort.)

The new proposed contract provides the same three payment structure. But, LNE will submit to two programs instead of one for funding the manhole replacement project: State of Ohio one-time strategic community investment fund and federal FY 2025 CDS.

Please note that the second and third \$10,000 payments ONLY apply to federal funding because the State of Ohio prohibits any contingent payments. So, like last year, the City's only real "at risk" money is the upfront fee of \$10,000, for which the City will get two bites at the apple to fund the manhole replacement project.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") dated as of February 15, 2024 by and between The City of University Heights ("Client") and LNE Group, LLC, sets forth the terms and conditions pursuant to which LNE Group shall provide certain consulting services for the benefit of Client.

SCOPE OF SERVICES

The scope of services will be defined in attachments to this Agreement. All services provided by LNE Group hereunder will be at the direction and subject to the prior approval of Client. LNE Group shall perform the services in a professional and workmanlike manner in accordance with industry standards and by personnel with the appropriate skills and expertise to handle such services.

FEES AND PAYMENT TERMS

The fees and payments terms will be defined in attachments to this Agreement.

TERM AND TERMINATION

The term and termination provisions are contained in attachments to this Agreement.

WARRANTY AND LIABILITY LIMITATIONS

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LNE GROUP. IN NO EVENT WILL LNE GROUP BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING, WITHOUT LIMITATION, TIME, MONEY, GOODWILL, LOST PROFITS AND CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER.

ASSIGNMENT

Neither Client nor LNE Group may assign, transfer, sell, or encumber this Agreement or its rights and obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR

LNE Group shall perform the services set forth in this Agreement as an independent contractor and shall not be deemed an employee of Client. Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between the parties.

NOTICES

All notices pursuant to this Agreement shall be sent by regular U.S. mail, postage prepaid, or by email. Notices shall be sent to:

If to LNE Group: 1422 Euclid Avenue, Suite 1510, Cleveland, Ohio 44115 ATTN: Lee C. Weingart (LWeingart@LNEGroup.com)

If to Client: City Hall, 2300 Warrensville Center Road, University Heights, Ohio 44118 ATTN: Mayor Michael Brennan (mdb@universityheights.com)

ENTIRE AGREEMENT

This Agreement represents the entire agreement between LNE Group and Client with respect to the services, obligations and responsibilities to be performed by the parties hereunder. LNE Group and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless executed by LNE Group and Client.

LNE Group

The City of University Heights, Ohio

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Lee C. Weingart, President

February __, 2024

February __, 2024

Federal Tax ID: 80-0029109

Attachment 1 to Consulting Services Agreement
By and Between
LNE Group and The City of University Heights, Ohio

This attachment (“Attachment 1”) is made a part of that certain consulting services agreement by and between LNE Group and the City of University Heights, Ohio (“Client”), dated February 15, 2024 (the “Agreement”). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

Project Understanding

Client is interested to pursue funding for a manhole replacement project from two sources: (1) The State of Ohio’s “one-time strategic community investment” fund, and (2) Federal FY 2025 Congressionally Directed Spending (CDS, formerly known as “earmarks”) process. LNE Group will manage submission of applications for one-time strategic community investment fund support and CDS support for the manhole replacement project.

Term

The initial term of the Agreement is from February 15, 2024 to December 31, 2024. Neither party may terminate the Agreement except upon a demonstration of material breach by the other party, which shall be specific and in writing. Notwithstanding the termination or expiration of the Agreement, Client shall remain liable to pay all amounts owed to LNE Group for its work hereunder to the extent those amounts were owed prior to termination or expiration of the Agreement. The Agreement will be extended as provided in the Compensation section of this Attachment 1.

Scope of Services

LNE Group will:

State of Ohio One-Time Strategic Community Investment Fund:

- Provide intelligence on requirements for funding
- Develop and submit the application for funding
- Advocate with state officials (including Client’s state senator) for funding
- Report regularly to Client

Federal Government FY 2025 CDS

- Work with Client to resubmit the application formerly submitted for FY 2024 CDS funding
- Update the application and other supporting documentation (*e.g.*, local support letters) required to submit the CDS request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote the Client’s project.
- Report regularly to the Client

Client will:

- Provide qualitative and quantitative inputs related to the project (*e.g.*, cost estimates, objectives and expected outcomes of proposed improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with elected officials and their staff to support the funding requests.
- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the applications.

Compensation

Client will compensate LNE Group as follows:

- Upfront Payment: Client will pay LNE Group a fee of \$10,000 for the work described in Scope of Services above. Payment is due no later than March 15, 2024.
- Second Payment: Client will pay LNE Group a second fee of \$10,000 if the Client's project appears in one of the U.S. House or U.S. Senate appropriations bills. Payment will be due within 30 days of the publication of a House or Senate appropriations bill listing Client's project.
- Third Payment: Client will pay LNE Group a third fee of \$10,000 if Client's project appears in the final enacted federal budget. Payment will be due within 30 days of the enactment of the federal budget.
- Note: There are no additional payments associated with an award of state funding from the one-time strategic community investment fund as state law prohibits any type of contingent payments.

The foregoing professional fees cover LNE Group's professional time and expenses.

LNE Group

The City of University Heights, Ohio

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Lee C. Weingart, President

February __, 2024

February __, 2024

PRIOR PROPOSAL

February 1, 2023

Hon. Michael Dylan Brennan
Mayor & Safety Director
City of University Heights
2300 Warrensville Center Road
University Heights, OH 44114

Re: *Federal Advocacy Support for the City of University Heights*

Dear Mayor Brennan,

Thank you for taking time to meet today. I appreciated the chance to discuss how LNE Group can help the City of University Heights secure public funding through the federal budget earmark process. We discussed pursuing funding for a sewer project. There are at least four budget accounts which can be earmarked for sewer projects. We suggest a project in the \$1 million-\$2 million range. We propose the following engagement:

Scope of Services

LNE Group will manage pursuit of "community project funding" or "congressionally directed spending," also known as an appropriations earmark, for federal fiscal year 2024 on behalf of the City.

LNE Group will:

- Provide intelligence on appropriations successes and best practices based on FY 2022 and FY 2023 funded projects and upcoming FY2024 guidance; including amount of funds to request for FY 2024 (e.g., \$2 million) based on analysis of all available earmark accounts, including but not limited to:
 - USEPA STAG
 - US Army Corps of Engineers Ohio Environmental Infrastructure, Section 594
 - FEMA Pre-Disaster Mitigation
 - HUD Community Development Fund (CDBG)
- Work with City to craft a project request for earmark funding, meeting two important criteria: being strategic to City and eligible for earmark funding based on FY 2024 guidance.
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the earmark request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote the City's project.
- Report regularly to the City.

The City will:

- Provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of sewer improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with Members of Congress and their staff as reasonably required to support the earmark request.
- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the application.

About LNE Group

LNE Group is one of the largest combined federal and state government advocacy firms in Ohio. Founded in Cleveland in 2002, we have enjoyed more than twenty years of continuous service to clients in Ohio, throughout the U.S., and in Europe. During our more than two decades of client work, we have secured more than \$800 million in public funding.

In 2022, LNE Group was successful securing in the federal FY 2023 omnibus government funding package sewer improvement earmarks for two Ohio local governments:

- City of Brunswick: \$1.5 million for stormwater management and sewer improvements. USEPA will fund the project through the State and Tribal Assistance Grants (STAG) program.
- Belmont County Water & Sewer District: \$800,000 for its sanitary sewer project, to be administered through the same USEPA STAG program.

Engagement Model

We propose the following engagement model:

- Upfront Payment: The City will pay LNE Group a fee of \$10,000 for the work described in Scope of Services above.
- Second Payment: The City would pay LNE Group a second fee of \$10,000 if the City's project appears in one of the House or Senate appropriations bills.
- Third Payment: The City would pay LNE Group a third fee of \$10,000 if the City's project appears in the final enacted federal budget.

The foregoing professional fees cover LNE Group's professional time and expenses.

We would be pleased to help the City of University Heights secure federal funding. Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'L. Weingart', with a long, sweeping horizontal line extending to the right.

Lee C. Weingart
President & Founder

PRIOR AGREEMENT

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") dated as of February 6, 2023 by and between the City of University Heights, Ohio ("Client") and LNE Group, LLC, sets forth the terms and conditions pursuant to which LNE Group shall provide certain consulting services for the benefit of Client.

SCOPE OF SERVICES

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INDEPENDENT CONTRACTOR

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(LWeingart@LNEGroup.com)

If to Client: City Hall, 2300 Warrensville Center Road, University Heights, OH 44118 ATTN: Mayor Michael Dylan Brennan (mdb@universityheights.com)

ENTIRE AGREEMENT

This Agreement represents the entire agreement between LNE Group and Client with respect to the services, obligations and responsibilities to be performed by the parties hereunder. LNE Group and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless executed by LNE Group and Client.

LNE Group

The City of University Heights, Ohio

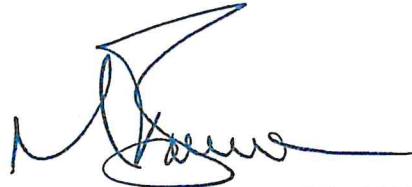


By: _____
(Authorized Signature)

Lee C. Weingart, President

February 1, 2023

Federal Tax ID: 80-0029109



By: _____
(Authorized Signature)



February 7, 2023

**Attachment 1 to Consulting Services Agreement
By and Between
LNE Group and The City of University Heights, Ohio**

This attachment ("Attachment 1") is made a part of that certain consulting services agreement by and between LNE Group and the City of University Heights, Ohio ("Client" or the "City"), dated February 6, 2023 (the "Agreement"). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

Project Understanding

LNE Group will support Client's efforts to secure earmark funding in the FY 2024 federal budget.

Term

The initial term of the Agreement is from February 6, 2023 to December 31, 2023. Neither party may terminate the Agreement except upon a demonstration of material breach by the other party, which shall be specific and in writing. Notwithstanding the termination or expiration of the Agreement, Client shall remain liable to pay all amounts owed to LNE Group for its work hereunder to the extent those amounts were owed prior to termination or expiration of the Agreement. The Agreement will be extended as provided in the Compensation section of this Attachment 1.

Scope of Services

LNE Group will:

- Provide intelligence on appropriations successes and best practices based on FY 2022 and FY 2023 funded projects and upcoming FY2024 guidance; including amount of funds to request for FY 2024 (e.g., \$2 million) based on analysis of all available earmark accounts, including but not limited to:
 - USEPA STAG
 - US Army Corps of Engineers Ohio Environmental Infrastructure, Section 594
 - FEMA Pre-Disaster Mitigation
 - HUD Community Development Fund (CDBG)
- Work with the City to craft a project request for earmark funding, meeting two important criteria: being strategic to the City and eligible for earmark funding based on FY 2024 guidance.
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the earmark request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote the City's project.
- Report regularly to the City.

The City will:

- Provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of sewer improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with Members of Congress and their staff as reasonably required to support the earmark request.

- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the application.

Compensation

Client will compensate LNE Group as follows:

- Upfront Payment: Client will pay LNE Group a fee of \$10,000 for the work described in Scope of Services above. Payment is due no later than February 28, 2023.
- Second Payment: Client will pay LNE Group a second fee of \$10,000 if the Client's project appears in one of the House or Senate appropriations bills. Payment will be due within 30 days of the publication of a House or Senate appropriations bill listing Client's project.
- Third Payment: Client will pay LNE Group a third fee of \$10,000 if Client's project appears in the final enacted federal budget. Payment will be due within 30 days of the enactment of the federal budget, including Client's project.

The foregoing professional fees cover LNE Group's professional time and expenses.

LNE Group



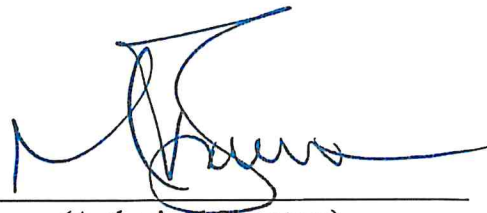
By: _____
(Authorized Signature)

Lee C. Weingart, President

February 1, 2023

Federal Tax ID: 80-0029109

The City of University Heights, Ohio



By: _____
(Authorized Signature)

MICHAEL D. BRENNAN, MAYOR

February 7, 2023



UNIVERSITY HEIGHTS

Date: February 28, 2024

To: Kelly Thomas, Clerk of Council

From: Deanna Bremer Fisher, Executive Assistant to the Mayor on Special Projects

RE: Council Agenda Item: Motion to approve and accept the NOACA CFI Grant Award in the amount of \$87,000, subject to a 20% match

CC: Mayor Michael Dylan Brennan; Finance Director Dennis Kennedy

City Council approval is sought for the City of University Heights to accept a grant from NOACA. Please place this item on the next council agenda.

NOACA has received a Charging and Refueling Infrastructure (CFI) grant from the Federal Highway Administration to install electric vehicle chargers at more than 70 locations across Northeast Ohio. The City of University Heights has been allocated 4 Level 2 Ports (L2) to be installed at University Heights City Hall (parking lot adjacent to the Detectives' Bureau and Fire Administration). Engineering work will begin in late 2024, and construction will begin in 2026. The total cost of installing these ports is \$87,000. The City of University Heights is required to provide a 20% match (\$17,400).

In order to accept the grant, we must sign the attached agreement and return it to NOACA on or before March 15, 2024.



BOARD OF DIRECTORS

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• Jeff Brandon, Trustee, Montville Township

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• Chris Ronayne, Cuyahoga County Executive

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Assistant Secretary
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Assistant Secretary
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Assistant Treasurer
• Michael Dylan Brennan, Mayor, City of University Heights

Assistant Treasurer
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James R. Gills, P.E., P.S., County Engineer, Lake County
Blaine A. Griffin, Council President, Ward 6, City of Cleveland
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Stephanie Howse, Councilwoman, Ward 7, City of Cleveland
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David J. Moore, Commissioner, Lorain County
Robert Patrick, Service Director, City of Wadsworth
John Picuri, P.E., Deputy Director, District 12, ODOT
Richard Regovich, Commissioner, Lake County
Khalil Seren, Mayor, City of Cleveland Heights
Ralph Spidaleri, Commissioner, Geauga County
Bonnie Teeuwen, Chief Operating Officer, City of Cleveland
Kim Thomas, Mayor, City of Richmond Heights

Ex Office Members:

Ferzan M. Ahmed, P.E., Executive Director, Ohio Turnpike and Infrastructure Commission
District Chief, Northeast District Office, Ohio Environmental Protection Agency

Grace Gallucci, Executive Director & CEO

March 9, 2023

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

RE: NOACA 2024-2027 Transportation Improvement Program (TIP) Funding Award and Agreement

Dear Mayor Brennan:

Congratulations! The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the State Fiscal Year 2024-2027 Transportation Improvement Program (TIP). We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's *eNEO 2050* long-range plan.

| Project Name | NOACA Funding | SFY |
|--|---------------------------|------|
| Washington Blvd. All Purpose Trail (John Carroll University to Cain Park in Cleveland Heights) | \$1,280,000 (80% TA) | 2026 |
| Warrensville Center Rd. (Fairmount Blvd. to Cedar Rd. in University Heights) | \$3,000,000 (80% STBG) | 2025 |

NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

This funding award represents a partnership between your community and NOACA to implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Ed May at (216) 241-2414 ext. 287 or by email at emay@mpo.noaca.org. On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your project.

Respectfully,

Grace Gallucci
Executive Director & CEO

CC: Hon. Kahlil Seren, Mayor, City of Cleveland Heights

1299 Superior Ave., Cleveland, Ohio 44114-3204 Phone: 216-241-2414 FAX: 216-621-3024

Web: www.noaca.org

[noaca.org](https://www.facebook.com/noaca.org)

[@noaca_mpo](https://twitter.com/noaca_mpo)

NOACA 2024-2027 TIP Project Award – Sponsor Partnership Responsibilities

Sponsor Agency: City of University Heights

Project(s):

| Project Name | NOACA Funding | SFY |
|--|---------------------------|------------|
| Washington Blvd. All Purpose Trail (John Carroll University to Cain Park in Cleveland Heights) | \$1,280,000 (80% TA) | 2026 |
| Warrensville Center Rd. (Fairmount Blvd. to Cedar Rd.) | \$3,000,000 (80% STBG) | 2025 |

The sponsor shall work with NOACA as a partner in the development and implementation of the stated projects. To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting(s) between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meeting(s) (if applicable).
3. NOACA review and approval of the original scope, adherence to the [NOACA Complete and Green Streets Policy](#), and any proposed modifications to project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the project.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the projects in the TIP for the stated funding amount and indicated year of implementation.

Authorized Agency Representative

Date

Grace Gallucci, Executive Director, NOACA

Date



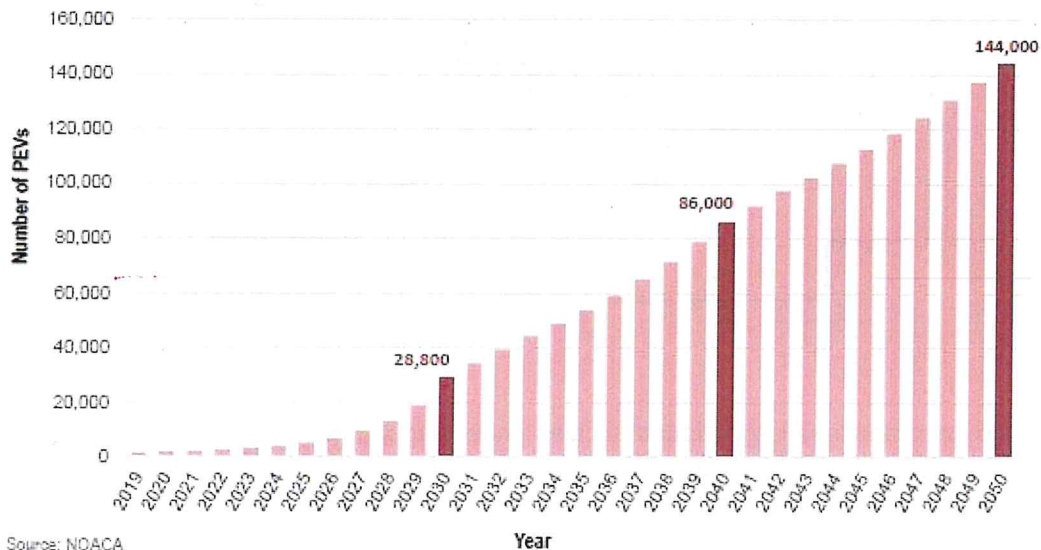
Charging and Fueling Infrastructure Discretionary Grant

The Northeast Ohio Areawide Coordinating Agency (NOACA), the Metropolitan Planning Organization (MPO) for Cleveland, Ohio, and the surrounding counties of Cuyahoga, Geauga, Lake, Lorain, and Medina, will begin implementing Phase 2 of its Regional Electric Vehicle Charging Station Program (EV Charging Program) with support from the Charging and Fueling Infrastructure Discretionary Grant Program (CFI). In January 2024, the Federal Highway Administration (FHWA) announced NOACA as one of its grant recipients in the most recent round of CFI applications, awarding NOACA \$15,000,000.

NOACA Regional Electric Vehicle Charging Station Program

NOACA began developing its EV Charging Program in 2019 with regional partners and included it in its [*Regional Long Range Plan eNEO2050, An Equitable Plan for Northeast Ohio*](#), which was adopted in 2021. The EV Charging Station Program focuses on ideal locations of EV charging stations throughout the region through the lens of equity, coverage, and proximity to job hubs, workforce development centers, and locations with high concentrations of multi-family housing.

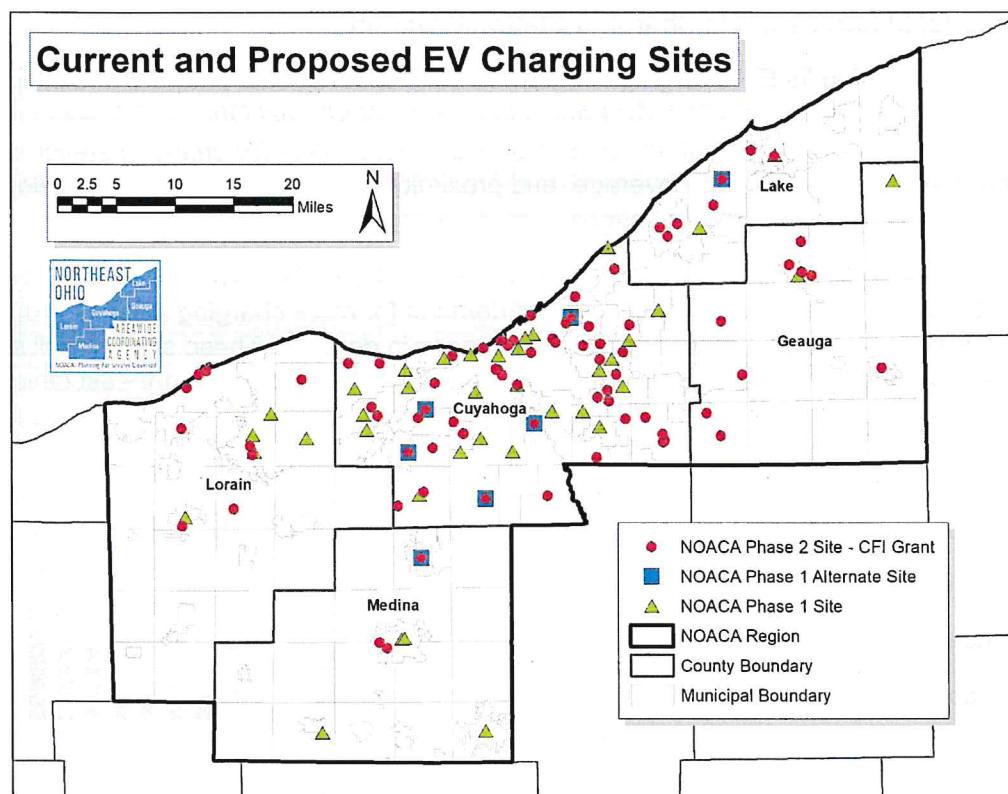
Per NOACA estimates, electric vehicle (EV) ownership in Northeast Ohio will increase sevenfold between 2023 and 2030, demonstrating anticipated demand for more charging stations around the region. The chart below depicts further anticipated increase in demand. These stations will support multi-modal transportation choice and access for the diverse communities of Northeast Ohio.



Phase 1 & 2

NOACA implemented Phase 1 of its EV Charging Program using Congestion Mitigation Air Quality (CMAQ) funds. Phase 1 is currently under construction and includes installation of charging stations at 40 sites around the region with a total of 54 Level 2 and 19 Direct Current Fast Chargers (DCFC) charging ports. Phase 2 builds off of Phase 1 by adding more charging station sites, more charging ports per site, and including more DCFC charging ports. DCFCs provide faster charging times than Level 2 Chargers, less than an hour compared to 4-8 hours, giving residents and visitors more charging options.

Phase 2 comprises design and construction of charging stations at approximately 70 sites throughout the region, with a total of 140 Level 2 and 172 DCFC charging ports. Through partnerships with local municipalities, transit agencies, park systems, and others, charging stations will be located on publicly owned and accessible properties, including municipal centers, park-and-ride lots, parks, and public parking lots. Many of these sites are in Justice40 Initiative communities, NOACA-defined Environmental Justice Communities, and will support Minority-Owned-Businesses and Woman-Owned-Businesses.



Summary

Northeast Ohio encompasses large industrial cities, inner ring and outer ring suburbs, historic villages, and rural communities. The EV Charging Program seeks to meet the needs of our diverse communities as we expand choice to vehicle electrification. It supports equitable and practical access to new public EV charging stations, addresses the current lack of sufficient EV charging infrastructure, and will strengthen our regional transportation system and economy while improving the quality of life for Northeast Ohio residents.