

RESOLUTION NO. 268-2025(PD), *First
Reading*

By Mayor Cuda

A Resolution authorizing the Mayor to execute agreements with the City of Shaker Heights, Ohio and the Northeast Ohio Regional Sewer District to provide for the construction, cost sharing, and maintenance of amenities included as part of the Horseshoe Park Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, through the passage of Resolution No. 110-2023 on June 20, 2023, this Council approved an amendment to the Stormwater Program Agreement between and among the City of Cleveland Heights, Ohio ("City"), City of Shaker Heights, Ohio ("Shaker Heights"), and the Northeast Ohio Regional Sewer District ("NEORSD") for the purpose of authorizing NEORSD to decommission and remove Horseshoe Lake Dam, restore Doan Brook to a more naturalized state, and to reflect the parties' intention to enter additional agreements in the future

WHEREAS, through the passage of Resolution No. 157-2023 on October 2, 2023, this Council authorized, and the City subsequently entered, an agreement with NEORSD and Shaker Heights for the purpose of authorizing NEORSD to proceed with the design of the Horseshoe Park Project ("Project"), which provided for the inclusion of certain amenities at the cities' costs, 65% of which would be borne by Shaker Heights with the City contributing the remaining 35%.

WHEREAS, the design phase of the Project has been completed, the City and Shaker Heights have determined which amenities shall be included in the Project, and now wish to enter an agreement with NEORSD, substantially in accordance with the one attached hereto as Exhibit A, to provide for the Project's construction.

WHEREAS, the City and Shaker Heights have developed a separate agreement, attached hereto as Exhibit B, to provide for the cost sharing and maintenance of those amenities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute one (1) agreement with Shaker Heights and NEORSD, substantially in accordance with the draft attached hereto as Exhibit A, to provide for the construction of the Project, and one (1) agreement with Shaker Heights, substantially in accordance with the draft attached hereto as Exhibit B, to address the cost sharing, maintenance, and other matters necessary for the provision of the amenities.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council,

RESOLUTION NO. 268-2025(PD)

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. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

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



GAIL L. LARSON
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: December 15, 2025

Presented to Mayor: 12/17/2025 _____ Approved: 12/17/2025 _____

RESOLUTION NO. 268-2025(PD)



TONY CUDA
Mayor

STORMWATER PROJECT AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF CLEVELAND HEIGHTS
AND
CITY OF SHAKER HEIGHTS
FOR
DOAN BROOK RESTORATION AT HORSESHOE PARK PROJECT
(DISTRICT PROJECT #1629)

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 202____ (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”) acting pursuant to Resolution No. _____-25, adopted by the Board of Trustees of the District on _____, 2025 (**Exhibit “A”**), the City of Cleveland Heights (“Cleveland Heights”) acting pursuant to Resolution No. _____-2025, passed by its City Council on _____, 2025 (**Exhibit “B”**), and the City of Shaker Heights (“Shaker Heights”) acting pursuant to Ordinance No. _____-25, passed by its City Council on _____, 2025 (**Exhibit “C”**). The Cities of Cleveland Heights and Shaker Heights may be referred to collectively herein as the “Cities.” The District and the Cities may be referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District’s Code of Regulations (“Title V”) is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and

WHEREAS, to ensure the consistent and coordinated delivery of the District’s Regional Stormwater Management Program (“RSMP”) services within the City of Cleveland Heights, the District and such City entered into a RSMP Service Agreement dated September 15, 2016; and

WHEREAS, to ensure the consistent and coordinated delivery of the District’s RSMP services within the City of Shaker Heights, the District and such City entered into a RSMP Service Agreement dated September 5, 2013; and

WHEREAS, on January 19, 2018, the District and the Cities entered into a Regional Stormwater Project Agreement (District Agreement No. 3782) (the “2018 Agreement”) for the Shaker Lakes Dams Rehabilitation Project No. 1320, regarding Green Lake in the City of Shaker Heights, and Upper Shaker Lake (also known as “Horseshoe Lake”) and Lower Shaker Lake located partially in each of the Cities, to plan and implement the Shaker Lakes Dams Rehabilitation project (the “SLDR Project”) which consisted of aspects at each of the three lakes; and

WHEREAS, the Green Lake and Lower Shaker Lake aspects of the SLDR Project required under the 2018 Agreement were completed and no further work on the Green Lake and Lower Shaker Lake aspects remain to be performed under the 2018 Agreement; and

WHEREAS, upon further inspection, the condition of Upper Shaker (Horseshoe) Lake Dam (the “Horseshoe Lake Dam” or the “Dam”) was found to be in a greater state of deterioration than at the time of execution of the 2018 Agreement, thereby requiring that the Dam either be completely reconstructed, rather than rehabilitated as provided under the scope of the 2018 Agreement, or decommissioned; and

WHEREAS, subsequent to execution of the 2018 Agreement, the District’s Chagrin River/Lake Erie Tributaries (“CHALET”) Stormwater Master Plan determined that Upper Shaker (Horseshoe) Lake did not provide stormwater management or flood control benefits that could justify reconstruction of the Horseshoe Lake Dam with funds under the District’s Regional Stormwater Management Program; and

WHEREAS, because Horseshoe Lake Dam could only be reconstructed, beyond the scope of the 2018 Agreement, or decommissioned, and because of the findings of the CHALET study, the District recommended that removal of the Dam and restoration of Doan Brook to a more naturalized state in the area provided the best combination of flood relief, compliance with Ohio Department of Natural Resources (ODNR) dam safety program, and long-term benefits; and

WHEREAS, the City of Shaker Heights City Council, with the concurrence of the Mayor, adopted a resolution on September 27, 2021 (Res. No. 21-92) stating, in part: “this Council concurs with the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management plan, and at its cost, to remove Horseshoe Lake Dam and to return the lake bed to its naturalized state, including streams, non-invasive vegetation, plantings, trees, and other amenities (Lake Bed Improvements) following a thorough and open public planning process undertaken in consultation with the cities of Shaker Heights and Cleveland Heights”; and

WHEREAS, the City of Cleveland Heights with the concurrence of the Mayor, adopted a resolution on November 22, 2021 (Res. No. 151-2021) stating, in part: “this Council concurs with the proposal of the Northeast Ohio Regional Sewer District (NEORSD), as a part of its regional stormwater management plan, and at its sole cost, to remove Horseshoe Lake Dam and to return the lake bed to its naturalized state, including streams, non-invasive vegetation, plantings, trees, and other amenities (Lake Bed Improvements) following a thorough and open public planning process undertaken in consultation with the cities of Cleveland Heights and Shaker Heights”; and

WHEREAS, on March 29, 2023, ODNR performed a new inspection of Upper Shaker (Horseshoe) Lake Dam, and on May 1, 2023, ODNR issued a Dam Safety Inspection Report for Upper

Shaker Lake Dam (the “Report”), which states, in part, that “Due to the continued deterioration and extent of problems with the dam...The conditionally approved 2018 repair plan and specifications for Upper Shaker Lake Dam are no longer acceptable and if completed would not bring the dam into compliance” (said Report is attached hereto and incorporated herein as Exhibit 1; see, in particular, Report, Discussion Item 1, p. 6); and

WHEREAS, the ODNR Report further states that “In lieu of comprehensive reconstruction remediation of the dam, the dam may be decommissioned” (Report, Discussion Item 1, p. 6); and

WHEREAS, the Horseshoe Lake Dam repair aspect of the SLDR Project is now an impossibility under the District’s Regional Stormwater Management Program because: (a) the dam cannot be repaired or rehabilitated as described in the 2018 Agreement, due to its deteriorated condition, (b) repair would not bring the Dam into compliance with ODNR requirements, per the May 1, 2023 Inspection Report, and (c) the CHALET study determined that Horseshoe Lake Dam does not provide stormwater management or flood control benefit that could make it a proper expenditure under the NEORSD Regional Stormwater Management Program; and

WHEREAS, in light of the May 1, 2023 ODNR Inspection Report, and in lieu of comprehensive reconstruction of the Horseshoe Lake Dam, the Parties entered into an amendment (“Amendment #1”) to the 2018 Agreement to accept the District’s recommendation to non-perform the Upper Shaker (Horseshoe) Lake aspect of the SLDR Project and, instead, to decommission the Horseshoe Lake Dam and return the lake bed to its naturalized state, including streams, non-invasive vegetation, plantings, trees, and other amenities, renaming this aspect of the SLDR Project as the Doan Brook Restoration Near Horseshoe Lake Park Project, and later as the Doan Brook Restoration at Horseshoe Park Project (herein the “Project”); and

WHEREAS, at the time of Amendment #1, pre-design of the Project was nearing completion with full design of said project expected to commence in late 2023; and

WHEREAS, under Amendment #1, the Parties agreed that subsequent modification of the 2018 Agreement, or a separate agreement, would be necessary once additional design details of the Project had been developed and components may be more specifically agreed upon among the Parties; and

WHEREAS, Horseshoe Lake Dam remains a Class I dam in a state of deterioration that poses a threat to public health and safety in the event of catastrophic failure, and as such, the Parties agree that progress toward completion of the Project aspect of the SLDR Project must not be unreasonably delayed and all effort should be made to proceed as efficiently and responsibly as possible; and

WHEREAS, pursuant to Amendment #1, the Parties agreed to enter into further amendment(s) to the 2018 Agreement, or to enter into a new agreement, once additional design and cost component details of the Project have been developed, including the complete design of the removal of the existing Dam, restoration of the entire area of the former lake bed, and restoration of the Doan Brook branches through the site, as well as certain public amenities, and specifically agreed upon among the Parties prior to construction of the same; and

WHEREAS, once the design and cost components of the Project advanced to a stage where the Parties determined it appropriate and necessary to enter into a new agreement, the Parties entered into a Stormwater Project Agreement (“Agreement No. 3894”), to delineate and memorialize the responsibilities of the Parties as to such design and cost components of the Project; and

WHEREAS, the District included within the scope of the District’s Project design agreement with its consultant certain park amenities desired by the Cities beyond the scope of the District’s Project, the design costs of which the Cities agreed to be responsible for in accordance with Agreement No. 3894; and

WHEREAS, the Cities have determined which of the park amenities to include within the scope of the District’s Project construction specifications and the terms of the cost-sharing between the two Cities for all construction costs of any such park amenities; and

WHEREAS, the Parties desire to enter into this Agreement to delineate and memorialize the responsibilities of the Parties as to the construction and cost components of the Project;

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

ARTICLE 1. OBLIGATIONS OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

- 1.1 **Project Performance.** The District shall perform the construction of the Doan Brook Restoration at Horseshoe Park Project as further specified in this Agreement, the Overall Park Site Plan exhibit, and the Landscape Integration Plan exhibit (**Exhibits “D-1” and “D-2”, respectively**), to be performed by a contractor(s) (the “District Contractor”) engaged by the District, which generally consists of the removal of Horseshoe Lake Dam and the restoration of Doan Brook. The Project will also include certain park amenities designed, constructed and installed on behalf of the Cities at the Cities’ sole expense, all as further described in this Agreement.
- 1.2 **Competitive Bidding.** The District Contractor shall be awarded the public improvement contract(s) (the “Construction Contract”) to construct the Project following the District’s bidding processes as governed under ORC Chapters 6119 and 153, the policies and procedures of the District, and applicable state and federal law. The District shall have sole control of the bidding and contracting process.
- 1.3 **Project Management.** The District shall manage the construction, budget, schedules, and other deliverables of the Project.
- 1.4 **Project Funding.** The District shall fund all construction costs associated with the Project, except those park amenities as otherwise stated below and in the exhibits to this Agreement.
- 1.5 **Prevailing Wage Requirements.** The District shall require the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, or federal Davis Bacon wage rates, if applicable, which shall be required for labor used in constructing the Project, and shall ensure compliance with any prevailing wage requirements in said Chapter.

- 1.6 Contractor Compensation. The District shall compensate directly the District Contractor under the Construction Contract for performance of the Project.
- 1.7 Compliance with Laws. The District shall comply with any applicable state, federal and local statutes, policies, and regulations relating to equal opportunities, non-discrimination, environmental, historic preservation, and all applicable floodplain management codes, except as provided in Section 2.4 of this Agreement.
- 1.8 Permits. Pursuant to Section 2.2 of this Agreement, the District shall obtain all necessary federal, state, and local permits or other governmental regulatory approvals necessary to initiate and complete the Project.
- 1.9 Additional Insureds. The District shall require the District Contractor to name the Cities as additional insureds on Project-related insurance policies for auto liability, general liability, and property liability, as applicable to the Project.
- 1.10 Third-Party Beneficiaries. The District shall include a statement in its Construction Contract designating the Cities as third-party beneficiaries of such contract as to the park amenities described in paragraph 3.1 below.
- 1.11 Project Scope. The District shall include within the scope of its Construction Contract certain park amenities to be entirely funded by the Cities, all as further defined in Articles 3 and 4 below.

ARTICLE 2. OBLIGATIONS OF THE CITIES OF CLEVELAND HEIGHTS AND SHAKER HEIGHTS

- 2.1 Use of Property. Pursuant to paragraph 4.05 of the Regional Stormwater Management Program agreements between the District and the Cities, the Cities hereby grant to the District and its employees, agents, consultants, subconsultants, contractors, and subcontractors such property and access rights to any portions of property leased by the Cities from the City of Cleveland, as needed for the purpose of constructing the Project. Should any additional property and access rights from the Cities become necessary for construction and ongoing operation and maintenance of the Project, the Cities shall grant such rights all pursuant to Project needs, the RSMP agreements, and all applicable permits, at no cost to the District.
- 2.2 Permits. The Cities shall assist the District to obtain all required federal, state, and local permits or other approvals necessary to commence and complete the construction of the Project. The Cities grant the District permission to obtain the foregoing permits on the Cities' behalf.
- 2.3 Permit Costs. Pursuant to the RSMP agreements between the District and the Cities, the Cities shall not charge permitting or other fees to the District related to performance of all aspects of the Project.
- 2.4 ODNR Requirements. The Cities acknowledge that the District does not own Horseshoe Lake Dam, nor does the District have any obligations with respect to any current or future ODNR requirements related to the Horseshoe Lake Dam, including, but not limited to, compliance with

the Emergency Action Plans and Operation, Maintenance, and Inspection Manuals prepared by the District.

2.5 Project Funding. The Cities shall entirely fund various park amenities as further defined in Articles 3 and 4 below and the District shall be responsible for all other Project costs.

ARTICLE 3. DESIGNED PARK AMENITIES DIRECTED BY THE CITIES

3.1 Project Scope. The scope of the District's Construction Contract shall include the construction of various park amenities (the "Designed Park Amenities") selected by the Cities and depicted on Exhibits "D-1 and "D-2." The Parties agree that the scope of the Project construction bid documents shall include all of the Designed Park Amenities that the Cities have selected for construction. All costs related to construction of any of the Designed Park Amenities shall be the responsibility of the Cities.

3.2 Changes in Scope. Any changes in scope to the Designed Park Amenities due to events which require such modification shall be made in writing and approved by all parties to this Agreement, prior to performance of the work. The Cities shall have the right to approve any change orders that affect the Designed Park Amenities and shall be responsible for any additional costs associated with changes in the scope of work for the Designed Park Amenities in accordance with their respective percentage contributions. The schedule for completion of the work may be adjusted as necessary to accommodate the change in scope so long as the Project Substantial Completion Date is not negatively affected, as determined by the District.

3.3 Construction Schedule. The District shall provide the Project construction schedule to the Cities, including any need to extend the schedule beyond the time frame designated in the Project scope.

3.4 Cities' Construction of Additional Designed Park Amenities. The Parties agree that, after completion of construction of the District Project, the Cities may construct additional improvements and amenities, solely at the Cities' expense, so long as such improvements and amenities do not violate any terms of the Environmental Covenant referenced in Article 4 herein or the permanent stormwater easement granted by the City of Cleveland to the District. The District shall have the right to review and must approve any construction by the Cities in the Project area prior to either of the Cities performing such construction. In addition, such construction shall not impact the District's Project or impede the conveyance of water through any part of Doan Brook without prior written approval of the District. If such construction disturbs the District's Project, repair of these impacts will be promptly completed by the Cities and the area will be returned by the Cities to the condition existing immediately prior to the Cities' construction.

3.5 Maintenance Responsibilities. The Parties shall be responsible for maintenance activities for those areas depicted on Exhibits "D-1" and "D-2."

Cities:

a. Local Stormwater Assets: Maintenance and future replacement of all local stormwater system improvements including headwalls, pipes, and swales.

- b. Bridge Piers: Maintenance, repair and future replacement/reconstruction of the bridge piers within the streambank area, as shown in Exhibits “D-1” and “D-2”. The exception to this is outlined in paragraph 3.5(g) below.
- c. Vegetation and Invasive Species Control: Maintenance of all vegetation and invasive species control within the proposed lawn, planter bed, woodland, and meadow areas shown in Exhibit “D-1”.
- d. City Amenities: Maintenance and future replacement of all City Amenities and all proposed trails, including boardwalks and bridges shown in Exhibits “D-1” and “D-2”. The exception to this is outlined in paragraph 3.5(i) below.
- e. Section 106 Requirements: Maintenance of Section 106 requirements except for Section 106-related educational signage.

District:

- f. Regional Stormwater Assets: Maintenance of regional assets in accordance with the RSMP Service Agreements including addressing streambank erosion and maintaining conveyance at the Mid-Park Crossing Pedestrian Bridge.
- g. Bridge Piers: Repairs to the bridge piers within the streambank area, as shown in Exhibits D-1 and D-2, when such damages are caused by streambank or stream channel erosion and if the District’s failure to act within a reasonable time frame to abate such streambank or stream channel erosion caused the damage, as determined necessary in the District’s sole discretion.
- h. Vegetation and Invasive Species Control: Maintenance of all vegetation and invasive species control and functionality within the proposed floodplain and wetland areas as shown in Exhibit “D-1”.
- i. East-West Spine Trail: Maintenance, repair, reconstruction, and/or repaving of the East-West Spine Trail, but no other trails within the park, as determined necessary in the District’s sole discretion. Notwithstanding the foregoing, the District shall have no obligation to perform ongoing routine maintenance such as snow plowing, salting, or graffiti removal.
- j. Section 106 Educational Signage: Maintenance of Section 106-related educational signage.
- k. Documentation: The District will provide all warranty and shop drawing documentation on park amenities, as well as provide the Cities with the final record drawings after construction completion.
- l. Warranties: The District will assign or require coverage of the Cities by all warranties.

Supplemental maintenance needs and responsibilities identified after execution of this Agreement may be resolved by further written agreement of the parties pursuant to but without need for amendment to this Agreement.

ARTICLE 4. PERFORMANCE OF WORK

4.1 Changes to Designed Park Amenities. The Cities shall have the opportunity to review and approve in advance all changes proposed by the District’s contractor relative to the Designed Park Amenities.

- 4.2 City Inspector. The Cities shall have the opportunity to have an inspector present during the construction of the Designed Park Amenities to provide oversight of said work. The District shall have the final authority to direct the contractor and approve all work performed by the District's contractor.
- 4.3 Environmental Covenant. The City of Cleveland and the Ohio EPA are working toward entering into an Environmental Covenant to maintain the natural state of the portion of the Project area, as depicted in Exhibits "D-1" and "D-2." If and when completed, the District will be the holder of the Environmental Covenant. The Parties shall comply with all terms, requirements and restrictions contained in such Environmental Covenant.

ARTICLE 5. TERM

- 5.1 This Agreement shall begin on the Effective Date and shall continue until all obligations hereunder have been completed. This Agreement may be terminated at the mutual written agreement of the Parties.
- 5.2 Section 3.4 shall remain in effect in perpetuity.

ARTICLE 6. REIMBURSEMENT FOR CONSTRUCTION OF DESIGNED PARK AMENITIES

- 6.1 The Cities agree to pay the District, on a reimbursement basis, an amount not-to-exceed \$7,100,000.00 (the "City Funds") for all of the District's costs incurred under the Construction Contract for constructing the Designed Park Amenities, with Shaker Heights responsible for and contributing 65% of the City funds and Cleveland Heights responsible for and contributing 35% of the City funds.
- 6.2 The final cost of the Designed Park Amenities shall be fixed at the time the District accepts the bid of the District Contractor, or when the Cities agree to amend this Agreement to add costs or agree to descope Amenities, as set forth in this Section, whichever is later. In the event that the cost of the Designed Park Amenities exceeds \$7,100,000.00, the Cities shall either seek additional authority from their respective City Councils to enter into an amendment to this Agreement to pay such additional cost or inform the District of which Designed Park Amenities that the Cities desire to be removed from the scope of the Project. The Cities shall notify the District of such intent to seek additional Council authority and/or descope certain Designed Park Amenities within two (2) weeks after the bid opening. In no event shall the District be responsible for contributing funds toward any Designed Park Amenities.
- 6.3 Each City shall be individually liable for their respective contributions as set forth in paragraph 6.1 above and neither City shall be obligated to reimburse the District for the other City's contribution.
- 6.4 All pay applications to the Cities for reimbursement of construction costs relative to the Designed Park Amenities shall be submitted quarterly, unless otherwise agreed to by the parties, and include documentation by the District based on paid invoices demonstrating the degree of completion of construction work for the Designed Park Amenities included in the District's Construction Contract. The Cities shall pay the District within thirty (30) days of receipt of each pay application.

ARTICLE 7. DISPUTE RESOLUTION

7.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

7.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District's Representative(s) or Successors

Kimberly Colich, Stormwater Program
Manager
(216) 881-6600, ext.6451

Cities' Representatives or Successors

City of Cleveland Heights:
Collette Clinkscale, Director of Public Works
(216) 691-7300

City of Shaker Heights:

Ramona Lowery-Ferrell, Director of Public
Works
(216) 491-1490

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative or Successor

Matthew Scharver, Director of Watershed
Programs
(216) 881-6600, ext. 6880

Cities' Representatives or Successors

City of Cleveland Heights:
City Administrator

City of Shaker Heights:

Matt Carroll, Chief Administrative Officer
(216) 491-1421

7.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in section 7.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

7.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by all Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 8, Remedies, below.

ARTICLE 8. REMEDIES

8.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law.

ARTICLE 9. NOTIFICATIONS

9.1 The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative or Successor
Kimberly Colich, Stormwater Program
Manager
(216) 881-6600, ext.6451

Cities' Representatives or Successors
City of Cleveland Heights:
Collette Clinkscale, Director of Public Works
(216) 291-2209

City of Shaker Heights:
Ramona Lowery-Ferrell, Director of Public
Works
(216) 491-1490

ARTICLE 10. GOVERNING LAW

10.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

ARTICLE 11. DISCLAIMER OF JOINT VENTURE

11.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

ARTICLE 12. AUTHORITY TO EXECUTE

12.1 Each person executing this Agreement represents and warrants that they are duly authorized to execute this Agreement by the party on whose behalf they are so executing.

ARTICLE 13. MODIFICATION OF AGREEMENT

13.1 This Agreement may only be modified by written instrument executed by each party.

ARTICLE 14. RECITALS

14.1 The Recitals above constitute material and operative provisions in this Agreement and are incorporated herein by reference.

ARTICLE 15. MISCELLANEOUS

- 15.1 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement.
- 15.2 **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 15.3 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 15.4 **Relationship of Agreement to Exhibits.** The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.
- 15.5 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 15.6 **Merger Clause.** This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

ARTICLE 16. EFFECT OF AGREEMENT NO. 3894

- 16.1 This Agreement shall supplement, not replace or supersede, Agreement No. 3894 entered into by and between the Parties on March 7, 2024. This Agreement and Agreement No. 3894 shall be read together and construed as compatible instruments. In the event of any conflict between this Agreement and Agreement No. 3894, the terms and conditions of this Agreement shall control.

ARTICLE 17. EXHIBITS

- 17.1 The following exhibits are attached hereto and incorporated herein:
 - Exhibit “A” – District Resolution
 - Exhibit “B” – Cleveland Heights Ordinance
 - Exhibit “C” – Shaker Heights Ordinance
 - Exhibit “D-1” – District Responsibilities Map
 - Exhibit “D-2” – Cities Responsibilities Map

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DRAFT

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____

Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____

Darnell Brown, President
Board of Trustees

The legal form and correctness
of this instrument is approved.

By: _____

Eric J. Luckage
Chief Legal Officer

Date: _____

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

[additional signature pages follow]

CITY OF CLEVELAND HEIGHTS

By: _____

Tony Cuda
Mayor

The legal form and correctness
of this instrument is approved.

By: _____

William R. Hanna
Director of Law

Date: _____

[additional signature page follows]

CITY OF SHAKER HEIGHTS

By: _____

David E. Weiss
Mayor

The legal form and correctness
of this instrument is approved.

By: _____

William M. Ondrey Gruber
Director of Law

Date: _____

DRAFT

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF CLEVELAND HEIGHTS

AND

CITY OF SHAKER HEIGHTS

FOR

STORMWATER PROJECT AGREEMENT
FOR DOAN BROOK RESTORATION AT
HORSESHOE PARK PROJECT

Total Approximate Cost: \$7,100,000.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

ACKNOWLEDGMENT

It is hereby acknowledged that any funds
or receipt of revenue required to meet the
terms and conditions of the contract,
agreement, or obligations, for the above,
will be deposited into the Treasury and
directed for authorized purposes.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

**AGREEMENT
BETWEEN
THE CITY OF CLEVELAND HEIGHTS
AND
THE CITY OF SHAKER HEIGHTS
FOR
COST SHARING AT HORSESHOE PARK**

This Agreement between the City of Cleveland Heights, pursuant to Ordinance No. ___, passed _____, 202___, and the City of Shaker Heights, pursuant to Ordinance No. __-___, passed _____, 202___ (the Cities of Cleveland Heights and Shaker Heights may be referred to collectively herein as the “Cities,” or the “Parties”), is made and entered into this _____ day of _____, 202___ (“Effective Date”).

WHEREAS, the City of Cleveland owns certain property in the Cities of Cleveland Heights and Shaker Heights, located principally along Doan Brook, between approximately the intersection of North Park Boulevard and Martin Luther King Jr. Drive on the west, and Warrensville Center Road on the east (the “Doan Brook Parklands”), which property in each City is leased to each said City under long term leases that expire on April 1, 2041 (for the City of Cleveland Heights), and February 27, 2040 (for the City of Shaker Heights), and both leases are renewable for an additional 50 years at the discretion of each City (the “Leases”); and

WHEREAS, the Doan Brook Parklands Leases require the Cities to each operate such Parklands as public parks open to all persons at no cost, regardless of where they live, and to maintain and improve the Parklands, as necessary, at each City’s respective cost; and

WHEREAS, Horseshoe Park (“HSP”) is located within the Doan Brook Parklands, between Lee Road on the west, and Park Drive on the east, and between North Park Boulevard on the north, and South Park Boulevard on the south as depicted on **Exhibit A**, which is attached hereto and incorporated herein, and which, for the purposes of this Agreement, does not include the public right-of-way along and on the four boundary roadways or any underground utility infrastructure adjacent to or under HSP belonging to either City; and

WHEREAS, the Cities entered into a Storm Water Project Agreement for the Doan Brook Restoration Project (the “Project”) at HSP with the Northeast Ohio Regional Sewer District (“NEORSD”) on March 7, 2024, pursuant to Cleveland Heights Resolution 157-2023, enacted on October 2, 2023, and Shaker Heights Ordinance 23-78, enacted on September 26, 2023 (the “Project Agreement”); and

WHEREAS, under the Project Agreement, the Cities agreed that NEORSD will design the removal of the existing Horseshoe Lake Dam, the restoration of the entire area of the former lake bed, the restoration of the two branches of the Doan Brook through the Project site, and the addition of certain public amenities at HSP, all at the cost of NEORSD (the “NEORSD Project”), except that the Cities agreed that certain park amenities beyond the scope of the NEORSD Project should be included in the design, and that the Cities would pay the cost of the design of such additional amenities (the “Designed Park Amenities”), with Shaker Heights paying 65% of the cost of design and Cleveland Heights paying 35% of the cost of design; and

WHEREAS, the Cities intend to enter into a new or amended Storm Water Project Agreement (designated herein as the “Construction Project Agreement”) with NEORSD for the construction of (i) the

Project, at the cost of NEORSD, and (ii) all or certain of the Designed Park Amenities that the Cities agree should be constructed and paid for by the Cities, with Shaker Heights paying 65% of the cost of construction and Cleveland Heights paying 35% of the cost of construction, which will be set forth in that Agreement.

NOW THEREFORE, in consideration of the foregoing, the Parties to this Agreement have agreed, as follows:

A. Term and Termination

1. This Agreement shall be in effect for as long as each City is a party to a Lease of any portion of the land included in HSP from the City of Cleveland, or otherwise that each City has legal control over and responsibility for the operation and maintenance of HSP.
2. This Agreement may be terminated by either City upon the provision of written notice of termination to the mayor or other highest ranking official of the other City at least twelve (12) months prior to the date of termination, unless this Agreement is terminated for cause.
3. If either City fails to fulfill its responsibilities under this Agreement, the other City may send written notice to the defaulting City that if the defaulting City fails to correct the default within a specified time, which time shall be reasonable and shall not be less than thirty (30) days, except in an emergency, the non-defaulting City may do either of the following:
 - a. Correct the default at its cost, and bill the defaulting City its share of the cost as set forth in this Agreement, plus administrative costs; or
 - b. Submit the matter for Dispute Resolution as set forth in this Agreement.

The defaulting City may, within the time for correction of the default, do either of the following:

- a. Correct the default and give notice in writing to the other City; or
- b. Submit the matter for Dispute Resolution as set forth in this Agreement.

B. Construction of the Designed Park Amenities and Future Improvements in HSP

1. The Cities shall mutually determine in the Construction Project Agreement which of the Designed Park Amenities are to be constructed as a part of the construction of the Project, at the Cities' expense, with Shaker Heights paying 65% of the cost of construction and Cleveland Heights paying 35% of the cost of construction, which agreement is incorporated into and made a part of this Agreement by reference.
2. Upon the completion of the construction of the Project, including the Designed Park Amenities, the Cities may from time to time determine to design and construct any of the Designed Park Amenities not included in the Construction Project Agreement, and/or additional improvements at HSP, at the costs of the Cities ("Future HSP Improvements"), and such determination shall be memorialized in a written Memorandum of Understanding (MOU) to be identified and considered as an addendum to this Agreement (designated herein as "HSP Improvement Agreements"). The Cities shall be jointly responsible to pay for the design and construction of any Future HSP Improvements agreed upon pursuant to this paragraph, with Shaker Heights responsible for and contributing 65% of such cost and Cleveland Heights responsible for and contributing 35% of such cost. The design and/or construction of one or more such Future HSP Improvements may be administered and managed by one of the Cities, including the hiring of consultants, professional services and contractors, as agreed upon in each HSP Improvement Agreement. A City managing such work shall have the right to add a reasonable administrative fee to cover that City's additional

administrative costs incurred in handling the management of the activities, which shall be agreed and specified in each HSP Improvement Agreement. Notwithstanding the foregoing and the intention of the Cities to reach agreement regarding all Future HSP Improvements, if the Cities cannot reach agreement on any Future HSP Improvements, each City continues to have the right to make such improvement within its municipal boundaries in HSP but at such City's sole cost and expense.

C. Operation, Maintenance, Repair and Replacement of HSP, and Improvements to HSP, Including the Designed Park Amenities

1. The Cities agree to jointly pay for the operation, maintenance, repair and/or replacement of all human-made and natural features in HSP that are not the responsibility of NEORSD, except for internal city administrative costs to operate or authorize use of any facility in HSP and legal costs related to the Leases with Cleveland.
2. The shared costs of the operation, maintenance, repair and/or replacement of all human-made and natural features in HSP shall include, without limitation:
 - a. the costs of design, engineering, architecture, other necessary professional services, and labor, materials, and equipment, whether provided by internal City operations or through a contract with a non-City consultant, vendor or contractor;
 - b. electric service to any facility;
 - c. electric service for any private outdoor lighting;
 - d. water and sewer service to any facility;
 - e. legal costs related to the administration of facilities in HSP, and related to any claim made regarding the facilities or use of HSP; and
 - f. insurance for the facilities and grounds in HSP.
3. All shared costs of the operation, maintenance, repair and/or replacement of all human-made and natural features in HSP shall be paid for by the Cities, with Shaker Heights responsible for and contributing 65% of such cost and Cleveland Heights responsible for and contributing 35% of such cost.
4. The Cities may agree to have one of the Cities, or an outside contractor selected by the Cities, manage all or an agreed-upon portion of the operation, maintenance, repair and/or replacement activities for HSP. Such agreement shall be memorialized in a Memorandum of Understanding that shall be considered an addendum to this Agreement and incorporated herein. A City managing such work shall have the right to add a reasonable administrative fee to cover that City's internal administrative costs incurred in handling the management of the activities to the extent that such costs are increased by that City's sole management, and the fee shall be specified in the Memorandum of Understanding.
5. Each City (or the City managing the operation, maintenance, repair and/or replacement activities) shall provide to the other City an annual report by July 31 each year (the "Annual Report"), that details work and activities performed that are considered the joint responsibility of the Cities under this Agreement. Such reports shall provide a description of work performed, activities conducted, and costs incurred, with detailed cost information and identification of any emergency work, damage to amenities or natural features requiring repair or replacement, and claims made against the City during the reporting period, and other information necessary for the efficient and full implementation of this Agreement.

6. Each City (or the City managing the operation, maintenance, repair and/or replacement activities) shall annually develop a plan for the operation, maintenance, repair and/or replacement of all human-made and natural features in HSP located exclusively in such City, and not the responsibility of NEORSD, and shall conduct all such activities in accordance with such plan. To the extent practicable, the plans developed by the Cities will involve reasonable efforts to have the operation, maintenance, repair and/or replacement work appear uniform throughout HSP. In implementing its responsibilities under this paragraph, each City (or the City managing the operation, maintenance, repair and/or replacement activities) shall do the following:
 - a. Provide in the Annual Report documentation of routine maintenance and minor repair activities in HSP, and the cost of such maintenance activity.
 - b. Provide advance written notice and copies of the documents specified herein below, except in an emergency, sufficiently in advance of conducting any non-routine maintenance, major repair or the replacement of any amenity or feature so that the following may be reviewed by the receiving City prior to the documents being distributed publicly:
 - i. Any request for proposal (RFP) for professional or other services; or
 - ii. Any formal or informal bid invitation or request for quotation.
 - c. Provide advance written notice and copies of documents related to the planned work, if 6.b. above does not apply, sufficiently in advance of conducting any non-routine maintenance, major repair or the replacement of any amenity or feature, to include documents evidencing:
 - i. Whether the work will be performed by City staff or will be contracted out;
 - ii. Any plan, directive, or scope of work describing such work; and/or
 - iii. Any contract or purchase order for such work.
 - d. The City receiving such notice shall have the opportunity to comment upon the work proposed to be performed, the cost of the work, or the manner by which the work is to be performed. Any such comment, or any objection, must be provided to the City sending the notice within ten (10) days after receipt of the notice.
 - e. If any objection cannot be resolved, the City performing the work may do any of the following:
 - i. Proceed to perform the work, and the Cities shall use good faith efforts to resolve the differences regarding payment of the cost afterwards; or
 - ii. Submit the matter to Dispute Resolution as set forth in this Agreement.The City objecting to the work, cost or manner of performing the work may submit the matter to Dispute Resolution at any time prior to the work being performed.
 - f. If emergency maintenance, repair or replacement of any human-made amenity or natural feature is determined to be necessary, the City responsible for such work shall proceed to perform the necessary work. That City shall provide notice to the other City as soon as possible after discovering the emergency situation, and after determining that emergency work is needed. Promptly after the work is completed, the City performing the emergency work shall provide written notice to the other City of the work performed and the cost, and provide any documentation that would otherwise have been provided in advance under this Agreement.
 - g. The City performing non-routine maintenance, major repair or the replacement of any amenity or feature shall provide a report of the work performed after completion and the cost in its next Annual Report provided pursuant to 5 above.

7. The Cities shall meet and work cooperatively each year prior to establishing each City's annual budget for the following year to discuss and jointly plan for needed or desired work to operate, maintain, repair and/or replace any human-made or natural features in HSP, or to add new Future HSP Improvements. A budget shall be agreed upon by December 1 each year for the following year (subject to each City's Council approval). If a budget is not agreed upon by December 1, then the prior year's budget shall be used as the agreed upon budget for operation, maintenance and repair and/or replacement work unless and until a new budget for the next year is agreed upon.
8. Each City (or the City managing the operation, maintenance, repair and/or replacement activities) shall provide with its Annual Report of work performed in HSP detailed documentation of costs incurred for work incurred pursuant to this Agreement under this Agreement. The City of Shaker Heights shall prepare a report that lists the costs incurred by each City, the total amount incurred by each City for the previous six-month period, and each City's respective share of the costs pursuant to this Agreement. The City of Shaker Heights shall send the City of Cleveland Heights said Report and either payment to Cleveland Heights for any amount under paid or an invoice for any amount over paid by Shaker Heights that is owed by Cleveland Heights. Failure of either City to pay any amount due the other shall be considered a default under this Agreement.
9. The Cities shall work cooperatively to seek grants and other sources of funds to cover costs of improving, operating, maintaining, and repairing or replacing human-made amenities and natural features in HSP and each City shall make the other aware of any such funding opportunities it seeks to pursue, in order to facilitate such cooperation.
10. The Cities shall form a Joint HSP Task Force to periodically (but at least two times each year) meet to discuss the implementation of this Agreement, and particularly the plans and need for HSP Improvements, the ongoing operation, maintenance, repair and/or replacement of all human-made and natural features in HSP, and the implementation of this Agreement. The Public Works Directors of each City, or their designees, shall co-chair the Task Force, which shall include the directors of Recreation/Parks and Recreation, and Finance for each City or their designees, as well as other staff as selected by each City.

D. License for Access to Each City's Owned or Leased Property

1. This Agreement will constitute a license for each City to have access to, over and through the other City's owned or leased property and right-of-way at and surrounding HSP that may be necessary to perform inspections, construction, operation, maintenance, repair or replacement of HSP amenities or natural features.
2. If a City requires access to or through the other City's property or right-of-way, and if such access will or is likely to result in or require damaging or changing the other City's property or right-of-way, even temporarily, then the City requiring access shall, except in an emergency, notify the other City in writing before accessing the other City's property or right-of-way, and such notice shall describe the access needed, the purpose, and the method of access that will potentially lead to damage or changing that city's property or right-of-way. The City so notified shall have ten (10) days, except in an emergency, to respond to the City needing access. The City needing access shall refrain from accessing the other City's property during such period. If the City being accessed objects, then the dispute shall be submitted to Dispute Resolution as set forth in this Agreement. If after ten (10) days, the City being accessed does not object, then the City needing access may proceed. In an emergency, then the process in C.5.f. shall be followed.

3. Any damage or changes to a City's property or right-of-way by the other City shall be promptly repaired by the City using the property or right of way for access, bringing the property back to the state existing prior to the City using the property or right-of-way for access.

E. Liability

1. The Cities shall seek to provide insurance covering liability for the use and activities in HSP through a joint policy if feasible. Otherwise, each City shall be responsible for acquiring its own insurance or self-insurance to cover property and liability for the portions of HSP within such City, and the cost of such insurance shall be shared with other shared operational costs as set forth in this Agreement.
2. Except to the extent covered by joint insurance coverage, each City shall be responsible for any claims made by third parties against such City, and shall not be responsible for claims made against the other City by third parties; provided, however, that the Cities may cooperate in the defense of claims brought against both cities. Neither City shall make a claim or bring any demand, suit or action against the other City for any damage, loss or liability incurred by such City related to HSP, unless the damage, loss or liability was caused by the negligence, malfeasance or misfeasance of the other City.
3. Each City shall provide prompt notice to the other City of any claim, demand or suit filed by a third party related to HSP.
4. Neither City waives its rights to immunity under Ohio Revised Code Chapter 2744.

F. Notifications

1. Any notifications required by this Agreement, or that are necessary to implement this Agreement, shall be sent in writing to the respective Mayor, Public Works Director and Law Director of each City.
2. Any notification related to a possible default under this Agreement, or requiring any payment or action by the other City, shall be sent in physical form by overnight mail or hand delivery, and accompanied by email notice. Such notice, and any other notice not required to be sent in physical form, may be sent by email.

G. Dispute Resolution

1. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
2. The Parties shall first try to resolve the dispute at the Departmental level of each City. If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the City Administrator or Chief Administrative Officer (or such other person who serves in such or similar role) of each City to resolve the dispute.
3. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all

documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by a City representative. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential.

4. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction.

H. Remedies

The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law.

I. Counterpart Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

J. Governing Law

The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

K. Independent Contractor and Disclaimer of Joint Venture

1. Each City shall for the purposes of this Agreement as to the other City, as well as to the extent that it performs any work within the other City, be considered an independent contractor, and neither it nor its employees or agents shall be considered employees of the other City. Each City shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and neither City will provide, or contribute to, any plan which provides for benefits to the employees of the other City, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the each City who provide services under this Agreement are public employees under Ohio state law only of the City by which they are employed.
2. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

L. Severability

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

M. Modification of Agreement

This Agreement may only be modified by written instrument executed by each party.

N. Authority to Execute

Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

The Parties hereto have executed and delivered this Agreement as of the date first above written.

CITY OF CLEVELAND HEIGHTS

By: _____
Tony Cuda
Mayor

The legal form and correctness
of this instrument is approved.

By: _____
William R. Hanna
Director of Law
City of Cleveland Heights

Date: _____

CITY OF SHAKER HEIGHTS

By: _____
David E. Weiss
Mayor

The legal form and correctness
of this instrument is approved.

By: _____
William M. Ondrey Gruber
Director of Law
City of Shaker Heights

Date: _____