



COUNCIL UPDATE

March 10, 2021

MEETINGS & REMINDERS

Please note meetings are being held as webinars and conference calls. Information for residents to participate may be found on the clevelandheights.com calendar.

| | | | | |
|---------------------|---|-----------|---|-------------------------------|
| Monday, March 15 | - | 6:30 p.m. | - | Committee of the Whole |
| | - | 7:30 p.m. | - | City Council |
| Tuesday, March 16 | - | 7:00 p.m. | - | Architectural Board of Review |
| | - | 7:00 p.m. | - | Citizens Advisory Committee |
| Wednesday, March 17 | - | 7:00 p.m. | - | Board of Zoning Appeals |
| Monday, March 22 | - | 6:30 p.m. | - | Committee of the Whole |

LEGISLATION

- **FutureHeights.** A Resolution authorizing the City Manager to enter into a First Extension of Development Services Agreement with FutureHeights for the performance of certain work
- **Wage and Salary Ordinance, Second Reading.** An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City
- **Source of Income, First Reading.** An Ordinance amending various Sections of Chapter 749, "Fair Practices" of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.
- **Budget Adjustment.** An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other

expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

- **Hands-Free Ohio.** A Resolution expressing approval and support for the Hands-Free Ohio provisions in Governor DeWine's state budget proposal

UPDATES

Community Relations:

- Staff facilitated an interview for Channel 19 on our recycling program. The Public Works Director did a Zoom interview educating the reporter. The segment ran on Channel 19 today at 4:00 p.m.
- The Spring Focus should hit mailboxes around the end of the month.
- Staff is working on 100 year anniversary plans (hope to launch in April)
 - Special Centennial micro-site
 - Street Banners
 - 100 year logo and seal
 - Commemorative mural (Noble Garden)
 - Time Capsule
 - Event at Community Center (outdoors)
- Staff began communications to residents about transition to automation for trash pickup, including the fee increase.
- Staff prepared/submitted survey for Cleveland Magazine 'Rating the Suburbs' issue (on behalf of the Mayor).
- Staff participated in SID meetings.
- Staff prepared an ad for Cleveland Magazine – Insider's Guide to CLE which highlights all our dining options.

Planning:

HIGHLIGHTS OF PLANNING INITIATIVES

METROHEALTH EXPANSION

MetroHealth is proposing a new 79,000-s.f. hospital building on the East parking lot and has submitted an application for approval. Since the project lies within Severance Town Center, the Board of Control is the lead approval authority, but City Council must approve the Board of Control's approval for it to become effective. This may occur at the March 15,

2021 Council meeting, depending on community input and any actions by the Planning Commission and Board of Control. Below is a projected timeline of meetings:

| | <u>Meeting Date</u> | <u>Status</u> |
|----------------------------|-------------------------|--|
| City Council | Monday, March 1 | Timeline introduced |
| Board of Control (BOC) | Tuesday, March 2 (5 PM) | Referred to Planning |
| Architectural Board Review | Tuesday, March 2 | Approved |
| Community Meeting #1 | Thursday, March 4 | Held virtually by Appli- |
| Community Meeting #2 | Tuesday, March 9 | Held virtually by Appli- |
| Planning Commission | Wednesday, March 10 | Potential approval ¹ |
| Board of Control | Thursday, March 11 (5 | Potential approval ² |
| City Council | Monday, March 15 | Potential approval of Board of Control ap- |

Each of these meetings provided an opportunity for public comment. In addition, comments were able to be received by the Planning Director via email and mail, as well as via an on-line comment platform. Project information was posted on-line here: <https://www.cleveland-heights.com/1414/2021-Cases>

¹ Note that the meeting occurred after the bi-weekly report was completed and submitted. Status is anticipated.

² Ibid.

HISTORIC PRESERVATION DESIGN GUIDELINES

Both the Landmark Commission and Architectural Board of Review (ABR) have desired to have a set of clear design guidelines to utilize as they review applications to properties within the City. In 2019, the City was designated as a Certified Local Government (CLG). This allowed the City, in 2020, to receive a grant from the State of Ohio to prepare historic preservation guidelines. A RFP was issued on February 4, 2021 and a due date of February 24, 2021. Eight

(8) responses were received from highly qualified firms. Planning staff reviewed each of the proposals and short-listed three (3) firms for interview. Planning staff, along with representatives from the Landmark Commission and ABR interviewed the three (3) firms the week of March 12th. The intention is to select a consultant and kick the project off in short order. There will be a number of public and stakeholder meetings as part of the project. Since the project is grant-funded, there is a tight schedule, with close-out in September. Given the date of this report for Council packages, staff will provide an update on the responses and the schedule in the next bi-weekly report.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME ADMINISTRATION

The City's Consolidated Annual Performance and Evaluation Report (CAPER) is being prepared

and will be available for comment beginning March 15, 2021.

SOUTH OF CEDAR – PARKING AND TRAFFIC STUDY

Beginning in 2019, the City of Cleveland Heights undertook a comprehensive, data, and neighborhood-driven traffic and parking study of the area south of Cedar, including

Grandview Avenue, Bellfield Avenue, Delaware Road, S. Overlook Road, and Harcourt Drive and the intersections of those streets with Cedar Road, North Park Boulevard and Cecil Place. This initiative included transportation engineers and parking consultants (WSP and Desman), along with representatives of the City Manager's office and the Police, Planning, and Economic Development departments. The City is hopeful that it could implement recommendations of the study in 2021 on a trial basis utilizing NOACA's Street Supplies program. Project materials are available here: <https://www.cleveland-heights.com/1155/South-of-Cedar---Parking-and-Traffic-Study>

ZONING

The City's Zoning Code is central to development within the City and the activities of the Planning Department. Planning staff is looking at ways to improve the zoning approach, regulations, and process, with the intent of pursuing a comprehensive rezoning effort in the hopeful near future. That intent should not prevent the City and staff from addressing pressing zoning issues within the City's existing code. To that end, staff is looking at the regulations related to garages and anticipates bringing proposed zoning text amendments forward in the coming months.

COORDINATION WITH ECONOMIC DEVELOPMENT DEPARTMENT INITIATIVES

- *Neighborhood Redevelopment Program (NRP), Phase 1* – Planning staff has participated in the review and interviews for the Neighborhood Redevelopment Program (NRP), Phase 1 and continues to provide support when needed.
- *Cedar-Lee-Meadowbrook Redevelopment* – Planning staff has coordinated with Economic Development staff on the Cedar-Lee-Meadowbrook Redevelopment RFP review currently before Council.
- *Unitarian Church Redevelopment* – Planning staff participated in a follow-up meeting with a developer to discuss the potential redevelopment of the Unitarian Church site and adjacent properties

BOARDS AND COMMISSIONS

The Department of Planning assists the activities of the Architectural Board of Review (ABR), Board of Control, Board of Zoning Appeals (BZA), Landmark Commission, and Planning Commission, and provides staff assistance to the Citizens Advisory Committee (CAC), Transportation Advisory Committee (TAC), and City Council (when needed). Below are tables of both active and recently approved applications managed by the Department.

ARCHITECTURAL BOARD OF REVIEW (ABR) – 1st and 3rd Tuesday

At the March 2, 2021 ABR meeting, the following applications were discussed and approved:

| Address | Case # | Project Description |
|----------------------------|-------------|--|
| 2378 Euclid Heights Boule- | ABR 2021-30 | Request to replace antennas and related cellular equipment on the exist- |

| | | |
|--------------------------|-------------|--|
| 13450 Cedar Road | ABR 2021-31 | Request to replace antennas and related cellular equipment on existing |
| 2985 Fairfax Road | ABR 2021-27 | Request to tear down an existing sunroom and build a veranda |
| 3031 Berkshire Road | ABR 2021-23 | Request to install a fence in the front yard |
| 3151 Sycamore Road | ABR 2021-32 | Request to remove the back porch and add a new roof and to alter the dormer wall to allow for a stairwell entrance |
| 1007 Caledonia Avenue | ABR-2021-33 | Request for approval for a previously built deck |
| 2290 Ardleigh Drive | ABR 2021-34 | Request to build a pergola in the rear yard to support solar panels and to install solar panels on the roof of the |
| 3367 Superior Park Drive | ABR 2021-35 | Request to install solar panels on the roof of the home and roof of the garage |

| | | |
|---------------------|-------------|---|
| 3035 Somerton Road | ABR 2021-36 | Request to build an addition at the rear of the house |
| 14698 Superior | ABR 2021-37 | Request to replace a slate roof with an |
| 3373 East Fairfax | ABR 2021-39 | Request to install new windows |
| 3384 Kildare Road | ABR 2021-41 | Request to install new windows |
| 10 Severance Circle | ABR 2021-42 | Request to install new windows |

Two (2) cases were adjourned to a future meeting:

| Address | Case # | Project Description |
|-----------------------------|-------------|---|
| 3489 Shannon Road | ABR 2021-38 | Request to install a two-story, two-car attached garage and build an addition on the rear of the home |
| 3413 Meadow-brook Boulevard | ABR 2021- | Request to build a single-family home and attached two-car garage |

The next ABR meeting will be held on March 16, 2021.

BOARD OF CONTROL (As needed for the S-1 District)

See discussion earlier under 'MetroHealth Expansion'.

BOARD OF ZONING APPEALS (BZA) – 3rd Wednesday

The next BZA meeting will be held on March 17, 2021. The agenda will be posted shortly.

LANDMARK COMMISSION – 1st Tuesday of Odd Numbered Months

At the March 2, 2021 Landmark Commission meeting, several topics were discussed. These included potentially landmarking the City-owned Cinder Path, inviting City staff and City

Council to the upcoming virtual preservation webinar series that will take place around April-May, and the possibility of landmarking properties for their cultural heritage instead of (or in addition to) their architecture.

The Landmark Commission also jointly met with the ABR on March 2, 2021. The following applications was discussed and approved:

| Address | Case # | Project Description |
|-------------------------------|-------------|---|
| 2378 Euclid Heights Boulevard | ABR 2021-30 | Request to replace antennas and related cellular equipment on the existing rooftop site |

The next Landmark Commission meeting is anticipated to be held on May 4, 2021.

PLANNING COMMISSION – 2nd Wednesday

The Planning Commission met on March 10, 2021 and discussed two (2) applications, including the MetroHealth Medical Center Expansion. The agenda is available here: <https://www.clevelandheights.com/DocumentCenter/View/8991>. The next Planning Commission meeting will be held on April 14, 2021.

CITIZENS ADVISORY COMMITTEE (CAC) – 3rd Tuesday

The next CAC meeting will be held on March 16, 2021. The Director of Communication and Public Engagement is anticipated to discuss the upcoming 100th Anniversary with the CAC. The agenda will be posted shortly.

TRANSPORTATION ADVISORY COMMITTEE (TAC) – 4th Wednesday

At the February 24, 2021 TAC meeting a number of items were discussed. These included a presentation by the City's Forester, Hands-Free Ohio, the County's Bike and Shared Mobility Network, and other matters. The next TAC meeting will be held on March 24, 2021. Among the items anticipated to be discussed will be a presentation from the micro-mobility provider Bird, e-scooters, and a staff update on the next steps of the Complete Streets process. The agenda will be posted shortly.

Public Works

Sanitary Sewer Evaluation Survey

| Requirements | | Due |
|--------------|----------------------------|-----------|
| Phase 1 SSES | CCTV - 393,658 LF | Complete |
| Phase 2 SSES | CCTV - 224,792 LF | 30-Jun-21 |
| Phase 1 SSES | 1,980 Manhole Inspections | Complete |
| Phase 2 SSES | 1,125 Manhole Inspections | Complete |
| CMOM | 132,000 LF/yr Pipe Cleaned | 31-Dec-21 |
| Model | Calibrated Model | Complete |

Completed Through January 22, 2021

| | <u>Completed Thru January 22, 2021 (LF)</u> | <u>Overall Remaining (LF)</u> | <u>Overall Remaining (%)</u> |
|-----------------------------|---|-------------------------------|------------------------------|
| CCTV Phase 1 | 395,097 | - | - |
| CCTV Phase 2 | 188,561 | 36,231 | 16% |
| MHs Phase 1 | 1,978 | - | - |
| MHs Phase 2 | 1,115 | - | - |
| Cleaning Total | 661,267 | - | - |
| Cleaning (2018) only | 173,355 | - | - |
| Cleaning (2019) only | 304,188 | - | - |
| Cleaning (2020) only | 140,713 | - | - |
| Cleaning (2021) only | 43,011 | 88,989 | 67% |

Work Completed by Entity

| | <u>City</u> | <u>Contractor</u> | <u>County</u> |
|-----------------------------|--------------------------|--------------------------|--------------------------|
| CCTV (Phase 1) | 19% 75,464 LF | 54% 215,287 LF | 27% 104,346 LF |
| CCTV (Phase 2) | 14% 31,948 LF | 34% 77,201 LF | 35% 79,412 LF |
| Cleaning (2021) only | 3% 4,111 LF | 8% 10,678 LF | 21% 28,222 LF |
| Cleaning Total | 28% 185,361 LF | 43% 284,829 LF | 29% 191,077 LF |

Model Update

| Tasks | % Complete |
|--|------------|
| 1. Flow and rainfall Analysis | 100% |
| 2. Model Expansion in GIS | 100% |
| 3. Model Expansion in Infoworks ICM | 100% |
| 4. Delamere - Model Setup | 100% |
| 5. Delamere - DWF and WWF calibration | 100% |
| 6. Delamere - Capacity evaluation | 100% |
| 7. Delamere - Alternative development | 100% |
| 8. DWF and WWF Calibration for all flow meters | 100% |

*DWF = dry weather flow, WWF = wet weather flow

- **Capital Projects**

- **#20-01 - 2020 Street Resurfacing & ADA Curb Ramp Replacement Program**

This project is substantially completed. There are some minor remaining punch list items to be addressed by the contractor but due to the weather will not be completed until early spring.

- **#20-06 – Delamere Drive Basement Flooding Relief**

The contractor began mobilizing on March 8, 2021. Residents on Delamere have been notified. The contractor has begun the process of moving the necessary trees and fencing on Nottinghill Lane.

- **#21-01 – Shannon Road Resurfacing & Waterline Replacement**

We are currently in the process of contracting with the awarded bidder.

- **#21-02 – 2021 Street Resurfacing & ADA Curb Ramp Replacement Program**

This project is currently out to bid with an anticipated bid opening date of March 12th, 2021.

- **#21-03 – 2021 Surface Treating Program**

Bids are currently being reviewed.

- **#21-04 – for the Purchase of Five (5) 75 CU. YD. Aluminum Refuse Ejector Trailers**

- We are currently in the process of contracting with the awarded bidder.
- Solar Panel Update

City Hall and the Service Garage are undergoing the seven-day testing. There have been some voltage issues at the Community Center that the Contractor is currently trying to troubleshoot.

- Other
- Refuse Automation Update

Staff is working on preparing the bid documents for the purchase of the automated refuse and recycling carts. We were recently awarded Grants from the Recycling Partnership towards the purchase of recycling carts and resident education, and the Cuyahoga County Solid Waste District for funding assistance towards recycling education including large graphics on the two new Recycling Trucks. We will also be meeting with the county later this month to work on an education program.

This project is currently on track with no set-backs.



Committee of the Whole

March 15, 2021

6:30 p.m.

Agenda

Online Only

<http://www.youtube.com/cityofclevelandheights/live>

1. Charter Amendment
2. Curfew (history and enforcement)
3. Council rules regarding events, logos, etc.
4. Other
5. Executive session : to discuss the appointment of a public official



CLEVELAND HEIGHTS

AGENDA (tentative) – CLEVELAND HEIGHTS CITY COUNCIL MEETING

Monday, March 15, 2021

Online Only

Regular Meeting

7:30 p.m.

<http://www.youtube.com/c/cityofclevelandheights/live>

- 1) Meeting called to order by Council President**
- 2) Roll Call of Council Members**
- 3) Excuse absent members**
- 4) Approval of the minutes of the Council meeting held on March 1, 2021**
- 5) Personal communications received from citizens (via electronic mail)**
- 6) Report of the City Manager**

Request permission for the City Manager to negotiate with Start Right Community Development Corporation, Ozanne Construction Co., Borden Design Partnership, Liberty Development Company, and Amato Homes regarding the Neighborhood Redevelopment Program, Phase One

Matter of Record

Refer to: Planning and Development Committee.

- 7) Report of the Chief of Police**
- 8) Report of the Clerk of Council**
- 9) Committee Reports**
 - a.) COMMUNITY RELATIONS AND RECREATION COMMITTEE**
 - b.) FINANCE COMMITTEE**
 - c.) MUNICIPAL SERVICES COMMITTEE**

d.) PLANNING AND DEVELOPMENT COMMITTEE

RESOLUTION NO. 24-2021 (PD). A Resolution authorizing the City Manager to enter into a First Extension of Development Services Agreement with FutureHeights for the performance of certain work

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

e.) PUBLIC SAFETY AND HEALTH COMMITTEE

f.) ADMINISTRATIVE SERVICES COMMITTEE

ORDINANCE NO. 20-2021 (AS), Second Reading. An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City

Introduced by Council Member _____

Vote _____
For _____ Against _____ No. Reading _____

ORDINANCE NO. 25-2021 (AS), First Reading. An Ordinance amending various Sections of Chapter 749, “Fair Practices” of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.

10) Consent Agenda

Note: Individual Consent Agenda items are not discussed separately during the Council meeting, unless removed from the Consent Agenda on the request of a member of Council. Once an item is removed from the Consent Agenda it will be placed on the Regular Agenda.

ORDINANCE NO. 26-2021 (F). An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

RESOLUTION NO. 27-2021 (PSH). A Resolution expressing approval and support for the Hands-Free Ohio provisions in Governor DeWine’s state budget proposal

Motion to suspend rules by Council Member_____

Vote _____
For _____ Against _____ No. Reading _____

Motion to adopt by Council Member_____

Vote _____
For _____ Against _____ No. Reading _____

11) Council President's Report

12) Adjournment

NEXT MEETING OF COUNCIL: MONDAY, APRIL 5, 2021



CLEVELAND HEIGHTS

March 2, 2021

To: Susanna Niermann O'Neil

City Manager

From: Timothy M. Boland

Director of Economic Development

Subject: First Extension of Development Services Agreement (FEDSA) - FutureHeights CDC

Resolution 97-2018, adopted 7/30/2018, effective date 8/3/18, authorized a Development Services Agreement (DSA) to form a contractual relationship between the City and FutureHeights (FH) providing a structure within which FH would perform various services as a Community Development Corporation (CDC). Two primary services provided were to be rehabilitation of existing residential structures and new infill housing construction on vacant lots in the City.

The term of this agreement is two (2) years, commencing on the date of delivery by the City to FH of the first payment and expiring 2 years afterwards. Based on staff's research, the date of first disbursement was 4/8/19. Therefore, the Development Services Agreement is set to expire on 4/8/2021. The City allocated \$140,000 for the performance of work within the DSA.

Various elements of this agreement are as follows:

- Scope of Services – development, community engagement, community outreach, community building, and other related services which may be approved by the City from time to time;
- A process for project approval, disbursement and reimbursement;
- Project proposal structure;
- Reporting;

FH proposed and the City Manager approved a project consisting of the engagement of an employee of Contractor (FH) with following work responsibilities:

- Prepare design standards and build relationships with contractors to facilitate the start of development of infill houses;
- Facilitate the rehab of 5 houses during first year,
- Facilitate the start of development of 2 infill houses and rehab of 7 houses during year 2;

Therefore, it was anticipated that a total of 12 houses were to have been rehabbed and the "start of development" of 2 infill houses accomplished during the term of the DSA.

What has been accomplished under this agreement?

As of 12/3/2020:

- FH has purchase 15 residential properties;
- Yr. 1 (April 2019-April 2020): 2 houses rehabbed (Completed)



CLEVELAND HEIGHTS

- Yr. 2 (April 2020 – April 2021): 3 houses rehabbed (Completed)
- 3 houses are currently in rehab construction
- 3 houses are in the contractor selection phase
- 4 houses are in the Pre-Development phase

Actual performance to date: 5 houses rehabbed (2 in Yr. 1, and 3 in Yr. 2) with 10 other properties owned by FH – 3 of which are under construction); FH points to their initiating contact with KNEZ Development and facilitating the discussions with KNEZ, City and FH in Year 2 (known as the City's Neighborhood Redevelopment Program (NRP) Phase II) as meeting their responsibility to “start the development of 2 infill houses”. An agreement with KNEZ has not been realized to date.

Next Steps:

The Administration and FH have negotiated an extension of the DSA agreement, with a two (2) term set to commence on April 1, 2021, and will be in effect until April 1, 2023. Funding in the amount of \$140,000 is to be provided from the City to FH to accomplish the scope of work which again, primarily is focused on rehabilitation of existing residential structures and new infill housing construction on vacant lots in the City. Specifically, FH will:

- a. Prepare design standards and build relationships with contractors in order to facilitate the start of development of infill houses;
- b. Complete the rehabilitation of the seven (7) remaining houses to be rehabbed as established in the original Development Services Agreement, effective August 3, 2018;
- c. Facilitate the rehabilitation of five (5) additional houses during the first year of the two (2) year Term of the FEDSA;
- d. Coordinate with the City to facilitate the start of development of six (6) infill houses as part of the City's Neighborhood Redevelopment Program (NRP) Phase II during the two (2) year term of the FEDSA, and rehabilitation of five (5) houses during the second year of the two (2) year Term of the FEDSA.

I would request that Council authorize the Administration to enter into the extension agreement at this time. I would be happy to discuss or answer any questions.

Timothy M. Boland
Director of Economic Development

Proposed: 3/15/2021

RESOLUTION NO. 24-2021 (PD)

By Council Member

A Resolution authorizing the City Manager to enter into a First Extension of Development Services Agreement with FutureHeights for the performance of certain work; and declaring an emergency.

WHEREAS, pursuant to Resolution No. 97-2017, the City Manager was authorized to appoint a working group for the purpose of forming a contractual relationship with FutureHeights, an Ohio not for profit corporation, to perform services as a community development corporation for the City and to set the initial agenda for said working group; and

WHEREAS, pursuant to Resolution No. 25-2018, Council authorized the City Manager to engage in negotiations with FutureHeights to finalize the terms of the contractual relationship between the City and FutureHeights; and

WHEREAS, pursuant to Resolution No. 97-2018, Council authorized the City Manager to enter into a Development Services Agreement (DSA) with FutureHeights for a period of two (2) years, which expires on April 8, 2021; and

WHEREAS, Council has determined it would be in the best interests of the City and its residents to enter into a First Extension of Development Services Agreement with FutureHeights to continue work under the DSA including housing rehabilitation.

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

SECTION 1. The City Manager be, and she is hereby, authorized to enter into a First Extension of Development Services Agreement (“Agreement”) with FutureHeights, a copy of which is on file with the Clerk of Council. The term of the Agreement shall be for a period of two (2) years, commencing and expiring as provided by the Agreement, and the total funds allocated to FutureHeights under said Agreement shall not exceed One Hundred Forty Thousand Dollars (\$140,000). The Agreement shall be approved as to form by the Director of Law.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for FutureHeights to continue rendering said services to the City including but not limited to facilitating housing rehabilitation and new infill

RESOLUTION NO. 24-2021 (PD)

housing within the City, without interruption. 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.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

FIRST EXTENSION OF DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (the “Agreement”) is entered into by and between the City of Cleveland Heights, Ohio (the “City”), an Ohio municipal corporation located at 40 Severance Circle, Cleveland Heights, Ohio 44118 and FutureHeights, Inc. (the “Contractor”), a community development corporation having offices at 2843 Washington Boulevard, Ste. 105, Cleveland Heights, Ohio 44118.

WITNESSETH:

WHEREAS, pursuant to Resolution No. 97-2017, the City Manager was authorized to appoint a working group for the purpose of forming a contractual relationship with FutureHeights, Inc., an Ohio not for profit corporation, to perform services as a community development corporation for the City and to set the initial agenda for said working group; and

WHEREAS, pursuant to Resolution No. 25-2018, Council authorized the City Manager to engage in negotiations with FutureHeights, Inc. to finalize the terms of the contractual relationship between the City and FutureHeights, Inc.; and

WHEREAS, pursuant to Resolution No. 97-2018, adopted by City Council on July 30, 2018, City Council authorized the City Manager to enter into an Agreement with FutureHeights, which expires on April 8, 2021; and

WHEREAS, pursuant to Resolution No. ____-2021, adopted by City Council on ,2021, the City wishes to extend the Agreement with FutureHeights for an additional term and for services to be provided by FutureHeights as noted below; and

WHEREAS, the City intends to make available certain City-owned/controlled lots for infill housing construction activities to FutureHeights consistent with the City’s inventory of such lots, with priority to be given to performing such activities on lots located in the City’s designated Phase III Noble Neighborhood area, and other areas, including, but not limited to, Altamont Avenue, as directed by the City; and

WHEREAS, the City and FutureHeights intend that by executing this First Extension of Development Services Agreement they underscore the importance of, and affirm their support of, the Noble Corridor Redevelopment Plan and the broad initiative of redevelopment along Noble Road within the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties now agree as follows.

1. Funding. During the Term of this first Extension of Development Services Agreement, the City shall allocate One Hundred Forty Thousand Dollars (\$140,000.00) (“Maximum Budgeted Amount”) for the performance of work (“Work”) within the Scope of

Services by the Contractor, provided that any Work hereunder must receive the prior approval of the City Manager acting with full authority on behalf of the City in order to be eligible for any payment, disbursement or reimbursement, and the terms and conditions of any such payment, disbursement or reimbursement shall be on a case by case basis. Nothing herein shall obligate the City to expend the full Maximum Budgeted Amount during the Term.

2. Term. This First Extension of Development Services Agreement shall be in effect until April 1, 2023 (the “Term”).

3. Scope of Services. The Contractor does hereby promise and agree to improve the local economy and the community’s quality of life through services including, but not necessarily limited to, development, community engagement, community outreach, community building, and other related services, which may be approved by the City from time to time (the “Scope of Services”).

4. Project Approval; Disbursement and Reimbursement. Prior to the commencement of any Work under this Agreement, Contractor shall (i) submit a written proposal to the City Manager and (ii) receive written approval (“Project Approval”) from the City Manager to commence Work. City Manager has full authority to act on behalf of the City. Project Approval by the City Manager shall not be unduly delayed or unreasonably withheld. Any such proposal shall contain a description of the proposed project, the time-frame for performance and completion of the proposed project, costs and expenses for the project, metrics or specifications to allow the City to evaluate Contractor’s performance of the project and whether the Work has been completed in a manner consistent with the proposal, and a proposed schedule for any payments, disbursements or reimbursements of Contractor for the Work, including amounts and time-frames for making such payments, disbursements or reimbursements. Any proposal hereunder may be subject to negotiation between the City Manager and the Contractor. Project Approval of any proposal hereunder shall be made by both the City Manager and the Contractor in writing, and disbursements and/or reimbursements for costs and expenses of the Work shall be made by the City Manager to the Contractor in accordance with the terms and conditions of the Project Approval. Following Project Approval and the commencement of any Work in connection therewith, any change to terms and conditions of the Project Approval, including, but not limited to, any change to the proposal, scope of services, or costs and expenses of the project, must be approved in writing by the City Manager and Contractor. The Contractor hereby agrees that any activities pursued under this agreement shall follow and comply with all applicable City development laws, regulations, policies and procedures, including, but not limited to, building code, planning, zoning, and other development-related requirements, reviews, approval requirements and inspections. **All work activities undertaken by the Contractor shall be of good quality and performed in a workmanlike fashion.**

5. Reporting. Contractor agrees that it will provide a written report to the City Manager promptly upon the completion of any project hereunder, but in no event later than 30 days following the completion of any such project. Contractor also agrees that it will prepare an Annual Report at the end of each calendar year providing details regarding any Work performed hereunder and providing an accounting of any amounts received and/or expended by Contractor in connection with any such Work. Contractor further agrees to make a representative available

upon request to address City Council at any regularly scheduled City Council Meeting, provided that the City must provide Contractor with reasonable prior notice of its desire to have Contractor appear at its Council Meeting.

6. Books and Records of Account. Contractor agrees that its books and records of account shall be made available to the City for inspection and review during normal business hours at the offices of Contractor. City shall provide Contractor with at least three (3) days' prior notice of its desire to inspect Contractor's books and records.

7. Public Records. Contractor acknowledges and agrees that certain records and/or documents, whether in paper, electronic, or other format that relate to this Agreement and/or to any Work, project performed hereunder, or services performed hereunder, may constitute a public record under Ohio Revised Code Section 149.43. Contractor agrees to comply with R.C. 149.43 and to any applicable state or federal laws relating to the retention and/or production of public records, and further agrees to retain any public records for periods of time as specified in the City's record retention policy.

8. Termination. In the event the City or Contractor desires to terminate this Agreement, either party may terminate this Agreement upon a thirty (30) day written notice to the other party. Contractor shall be paid for Work completed and services performed up to the date of the notice, and in the event that Contractor is permitted by the City to complete any commenced projects, Contractor shall be compensated in accordance with the terms and conditions of the approved proposal. In the event that the Contractor is not permitted to complete any commenced project, City shall pay Contractor a prorated amount based upon the amount of Work completed as of the date of the notice.

9. Insurance. Contractor and any subcontractors of Contractor shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. The insurance requirements set forth herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Contractor shall provide coverage with limits of liability no less than those stated below.

| | | |
|-----------------------|-------------|--------------------------------------|
| General Liability | \$1,000,000 | Combined Single Limit Per Occurrence |
| Umbrella Liability | \$2,000,000 | |
| Automobile Liability | \$1,000,000 | Combined Single Limit Per Occurrence |
| Workers' Compensation | Statutory | |

Professional Liability \$1,000,000

The policies, where permitted, shall be endorsed to include additional insured coverage and shall include the following language: "*The City of Cleveland Heights, its departments, agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*" In addition, the City of Cleveland Heights shall be given at least thirty (30) days' notice of cancellation of such policies.

Policies, where permitted, shall contain a waiver of subrogation against the City of Cleveland Heights, its departments, agencies, boards, commissions, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

10. Independent Contractor. Contractor shall be and at all times remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor on Work performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials. Contractor agrees to indemnify and save harmless the City from any such taxes or liability contemplated by this section.

11. Equal Employment Opportunity and Compliance with Laws. Contractor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, with the City's Equal Employment Opportunity Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

12. Indemnification. Contractor shall indemnify, defend, save and hold harmless the City of Cleveland Heights, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss, investigation, defense and judgment costs where this

indemnification is applicable. In consideration of the terms and conditions of this Agreement, Contractor agrees to waive all rights of subrogation against the City of Cleveland Heights, its officers, officials, agents and employees for losses arising from the Work performed by the Contractor for the City of Cleveland Heights.

13. Subcontractors/Subconsultants. Contractor shall not sublet nor shall any subcontractors/subconsultants commence performance of any part of the services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the services, Contractor shall state in writing the portion of the services which each subcontractor/subconsultant is to perform or the material which it is to furnish, his/her/its place of business and such other information as may be required by the City. Subletting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement. All subcontractors for services covered by this Agreement must conform to the requirements of this Agreement.

14. Assignment of Contract. The City and Contractor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Contractor shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

15. Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon, give or create in any person or entity other than the parties hereto any right, duty, benefit, interest, and remedy, standard of care or cause of action.

16. Governing Law and Forum. This Agreement is governed by and shall be interpreted according to Ohio law. The parties consent to the jurisdiction of the Cuyahoga County Court of Common Pleas for resolution of any disputes arising from this Agreement.

17. Severability. The parties agree that if any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

18. Notices. All notices, communications, requests, approvals, consents, and demands herein required to be given or made ("Notice") shall be in writing and shall be deemed to be served when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested addressed as follows or personally delivered:

To the Contractor:

FutureHeights, Inc.
Attn: Executive Director Deanna Bremer Fisher
2843 Washington Blvd., Suite 105

Cleveland Heights, OH 44118

To the City:

Until December 31, 2021

The City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: City Manager Susanna Niermann O'Neil

Beginning January 1, 2022:

**The City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Mayor**

With copies to:

The City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Director of Law
Attn: Director of Economic Development

19. **Counterparts.** This Agreement may be signed in counterparts and on separate signature pages. These separate signature pages shall become part of the same integrated Agreement. **From and after January 1, 2022, any reference to the City Manager in this Agreement or in the Project Approval form referenced herein shall be understood to mean and refer to the City's Mayor.**

IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be executed and to become effective on the _____ day of _____, 2018.

CONTRACTOR/FUTURE HEIGHTS, INC.

BY: _____

Deanna Bremer Fisher, Executive Director

CITY OF CLEVELAND HEIGHTS, OHIO

BY: _____

Susanna Niermann O'Neil City Manager

Approved as to form:

BY: _____

William R. Hanna, Director of Law

CERTIFICATION OF AVAILABLE FUNDS

It is hereby certified that the amount required to meet this agreement or contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriation fund free from any previous encumbrances.

By: _____

Amy Himmlein

Date

PROJECT APPROVAL

(PURSUANT TO FIRST EXTENSION OF DEVELOPMENT SERVICES AGREEMENT)

THIS PROJECT APPROVAL (“Project Approval”) is entered into by and between the City of Cleveland Heights Ohio, an Ohio municipal corporation, 40 Severance Circle, Cleveland Heights, Ohio, 44118 (the “City”), and FutureHeights, Inc., an Ohio not for profit community development corporation having offices at 2843 Washington Boulevard, Suite 105, Cleveland Heights, Ohio, 44118 (the “Contractor”).

WHEREAS, pursuant to the First Extension of Development Services Agreement (“FEDSA”) between the parties, effective [date], authorized by City Council Res. _____, Contractor hereby submits its written proposal to the City Manager for the Work defined below, and the City Manager hereby approves the Work as a Project Approval as defined in Section 4 of the FEDSA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties agree as follows.

1. In accordance with Section 4 of the FEDSA, Contractor proposes, and the City Manager hereby approves, the project consisting of the engagement of an employee of Contractor whose responsibility shall be related to the following work (“Work”):

- a. Prepare design standards and build relationships with contractors in order to facilitate the start of development of infill houses;
- b. Complete the rehabilitation of the seven (7) remaining houses to be rehabbed as established in the original Development Services Agreement, effective August 3, 2018;
- c. Facilitate the rehabilitation of five (5) additional houses during the first year of the two (2) year Term of the FEDSA;
- d. Coordinate with the City to facilitate the start of development of six (6) infill houses as part of the City’s Neighborhood Redevelopment Program (NRP) Phase II during the two (2) year term of the FEDSA, and rehabilitation of five (5) houses during the second year of the two (2) year Term of the FEDSA.

All work activities undertaken by the Contractor shall be of good quality and performed in a workmanlike fashion.

2. City shall provide funds to Contractor to support the employee engaged in the Work upon receipt of a monthly invoice from Contractor, in an amount of approximately \$5,833.33 per month for 24 months, with a total over the Term of the FEDSA not to exceed \$140,000.00. The date of the disbursement of the first payment shall be the Commencement Date of the FEDSA as provided in section 2, Term, of the FEDSA.

3. All terms and conditions of the FEDSA shall remain in full force and effect.

WHEREFORE, the parties have agreed upon this Project Approval, effective _____ day of _____, 2021.

[SIGNATURES TO FOLLOW IMMEDIATELY]

CONTRACTOR/FUTURE HEIGHTS, INC.

BY: _____
Deanna Bremer Fisher, Executive Director

CITY OF CLEVELAND HEIGHTS, OHIO

BY: _____
Susanna Niermann O'Neil, City Manager

Approved as to form:

BY: _____
William R. Hanna, Director of Law

CERTIFICATION OF AVAILABLE FUNDS

It is hereby certified that the amount required to meet this agreement or contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriation fund free from any previous encumbrances.

By: _____ Date _____
Amy Himmeltein

Proposed: 03/01/2021

ORDINANCE NO. 20-2021 (AS), *Second Reading*

By Council Member Seren

An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City; and declaring an emergency.

WHEREAS, Article 5, Section 4 of the Cleveland Heights Charter requires this Council to “fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City;” and

WHEREAS, Cleveland Heights Codified Ordinance Section 139.21 generally requires this Council to “establish employees’ wages, hours of work, sick leave benefits, paid hospitalization benefits, vacations, legal holidays, and all other forms of fringe benefits and other conditions of employment by ordinance.”

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio that:

Except as otherwise specifically provided herein, effective the date stated in the separate sections hereof, the following salary schedules and other compensation for described position classifications will be in effect for such classifications as of April 1, 2021; provided, however, that if the revenues received by the City are not sufficient to meet the foregoing salaries, all salaries shall be reduced by the City Manager to a point which will not exceed the appropriated revenues of the City.

The salary of any officer or employee may, from time to time, be reduced or increased by the City Manager or her designee, but not below or above the amounts specifically fixed herein for such classifications.

Additional temporary classifications may be established by the City Manager when, in the judgment of the City Manager, job specifications and duties differ significantly from existing classifications as herein provided when a new temporary classification is warranted.

The City Manager shall advise Council when such new classification is warranted with the salary being determined by using the hourly rate for the full-time position as a maximum rate.

ORDINANCE NO. 20-2021 (AS)

SECTION 1. The following position classifications and salary schedules are hereby established.

| Position | FLSA | SG | Min | Mid | Max |
|--|------|----|-----------|-----------|-----------|
| City Manager | E | 50 | \$105,314 | \$136,949 | \$168,585 |
| Assistant City Manager/ Vice | E | 49 | \$94,030 | \$122,276 | \$150,522 |
| Police Chief Fire Chief | E | 48 | \$83,956 | \$109,175 | \$134,395 |
| Director(s) of: Communications & Public Engagement Economic Development Finance Housing Human Resources IT Law Parks & Recreation Planning Public Works/ Capital Projects | E | 47 | \$74,960 | \$97,478 | \$119,995 |
| Assistant Finance Director Assistant Fire Chief <u>Assistant Housing Director</u> Assistant Law Director Assistant Public Works Director Business Development Manager Capital Projects Manager Utilities Commissioner | E | 46 | \$66,929 | \$87,034 | \$107,139 |
| Facilities Superintendent Information Systems Manager | E | 45 | \$62,167 | \$77,709 | \$93,250 |
| Financial Analyst | E | 44 | \$55,506 | \$69,383 | \$83,259 |

ORDINANCE NO. 20-2021 (AS)

| Position | FLSA | SG | Min | Mid | Max |
|---|------|----|----------|----------|----------|
| CDBG Program Coordinator/ Planner City Planner I City Planner II GIS Coordinator Manager - Cain Park Supervisor - Forestry <u>Supervisor - Office on Aging</u> Supervisor - Sanitation Supervisor - Streets Supervisor - Vehicle Maintenance Supervisor - Water/Sewer | E | 43 | \$49,559 | \$61,949 | \$74,339 |
| Chief Housing Inspector Digital & Government TV Program Coordinator Parks & Recreation Assistant Commissioner Senior Housing Rehabilitation Specialist Supervisor - Utility Administration | E | 42 | \$44,249 | \$55,312 | \$66,374 |
| Graphic Designer Public Relations Specialist | E | 41 | \$39,508 | \$49,385 | \$59,262 |
| Office Manager Supervisor – Fitness Center Supervisor - General Recreation Supervisor - Ice Programs <u>Supervisor - Office on Aging</u> Supervisor - Recreation & Aquatics Supervisor - Sport Programs | E | 40 | \$35,275 | \$44,094 | \$52,913 |

ORDINANCE NO. 20-2021 (AS)

| Position | FLSA | SG | Min | Mid | Max |
|---|------|----|---------|---------|---------|
| | NE | 20 | \$27.75 | \$34.69 | \$41.63 |
| Executive Assistant to City Manager | NE | 19 | \$24.78 | \$30.98 | \$37.17 |
| Housing Program Coordinator Housing Property Investigator Paralegal | NE | 18 | \$22.13 | \$27.66 | \$33.19 |
| Engineer/Inspector Housing Inspector Housing Inspector/ Housing court Representative Housing Rehabilitation Specialist Human Resources Generalist Legal Secretary | NE | 17 | \$19.75 | \$24.69 | \$29.63 |
| Accountant Audio Engineer Camera Operator GIS Analyst Information Systems Technician Information Systems Technician - Senior Payroll Administrator Utility Inspector | NE | 16 | \$17.64 | \$22.05 | \$26.46 |
| Accounts Payable Coordinator Community Relations Assistant Human Resources Coordinator Planning Technician Secretary to Director Special Projects Coordinator Social Media Coordinator Social Worker | NE | 15 | \$15.75 | \$19.69 | \$23.62 |
| Administrative Assistant City Manager Intern Office Assistant Office Assistant II | NE | 14 | \$14.06 | \$17.58 | \$21.09 |
| Finance Clerk Receptionist Utility Billing Clerk | NE | 13 | \$12.55 | \$15.69 | \$18.83 |

ORDINANCE NO. 20-2021 (AS)

| | | 12 | \$11.21 | \$14.01 | \$16.81 |
|--|----|----|---------|---------|---------|
| Building Attendant Cashier Head Cashier Laborer | NE | 11 | \$10.01 | \$12.51 | \$15.01 |
| Front Desk Assistant Resident Services Supervisor Van Driver | NE | 10 | \$8.94 | \$11.17 | \$13.40 |

LEGISLATIVE ELECTED OFFICIALS:

Mayor (As of 1/1/22) \$115,000.00

Council Member 9,270.00

Council President 11,840.00

SEASONAL POSITIONS:

RECREATION PROGRAMS: SWIMMING POOLS:

Assistant Supervisor 9.36/hour 15.50/hour

Aquatic Program Supervisor 9.36/hour 13.48/hour

Cashier 8.80/hour 12.36/hour

Guard (A.L.S.) 8.80/hour 11.59/hour

Head Guard 10.00/hour 12.36/hour

Head Cashier 8.80/hour 12.36/hour

Head Coach (Summer) 364.14/ 573.68/
Per biweekly pay period

Head Coach Assistant 260.10/ 573.68/
Per biweekly pay period

Learn to Swim Coordinator 260.10/per season 573.68/season

Preschool Learn to Swim Coordinator 260.10/per season 573.68/season

Pool Attendant 8.80/hour 10.33/hour

ORDINANCE NO. 20-2021 (AS)

| | | |
|----------------------------|---|-----------------|
| Pool Maintenance | 8.80/hour | 10.33/hour |
| Pool Manager | 10.40/hour | 16.07/hour |
| Private Instructor Fee | 2/3 of private instruction; Fees charged and collected | |
| Security Guard | 8.80/hour | 9.53/hour |
| Sports Assistant | 8.80/hour | 11.33/hour |
| Sports Coordinator | 10.40/hour | 23.65/hour |
| Sports Supervisor | 8.80/hour | 23.65/hour |
| Tennis Court Attendant | 8.80/hour | 9.18/hour |
| Tennis Lesson Instructor | 10.40/hour | 17.22/hour |
| Tennis Program Coordinator | 2,601.00/season | 4,489.45/season |
| Umpire | 10.40/hour | 23.65/hour |
| Water Aerobics Instructor | 182.07/per session | 286.84/session |

PLAYGROUNDS:

| | |
|---------------------------------|---|
| Private Instructor Fee (Tennis) | 2/3 of private instruction; Fees charged and collected |
| Summer Basketball Coordinator | 13.53/hour |
| Summer Basketball Counselor | 11.44/hour |

CAIN PARK THEATRE:

| | | |
|------------------------------|-------------|-------------|
| Actor | 300.00/week | 500.00/week |
| Assistant Box Office Manager | 350.00/week | 550.00/week |
| Assistant Operations Manager | 350.00/week | 550.00/week |
| Assistant Production Manager | 350.00/week | 550.00/week |
| Assistant Stage Manager | 350.00/week | 550.00/week |
| Assistant to General Manager | 400.00/week | 600.00/week |
| Box Office Manager | 350.00/week | 550.00/week |

ORDINANCE NO. 20-2021 (AS)

| | | |
|---------------------------------|--|-----------------|
| Box Office Staff | 8.80/hour | 12.36/hour |
| Carpenter | 300.00/week | 500.00/week |
| Costume Shop Manager | 350.00/week | 550.00/week |
| Electrician | 350.00/week | 550.00/week |
| Events Production Manager | 400.00/week | 600.00/week |
| General Technician | 300.00/week | 500.00/week |
| Hospitality Coordinator | 300.00/week | 500.00/week |
| House Manager | 8.80/hour | 12.36/hour |
| Maintenance | 8.80/hour | 12.36/hour |
| Operations Assistant | 300.00/week | 500.00/week |
| Operations Manager | 450.00/week | 650.00/week |
| PR/Marketing Assistant | 400.00/week | 650.00/week |
| PR/Marketing Coordinator | 300.00/week | 500.00/week |
| Sound Engineer | 350.00/week | 550.00/week |
| Stage Manager | 350.00/week | 600.00/week |
| Theater Production Manager | 400.00/week | 650.00/week |
| Master Wardrobe Coordinator | 300.00/week | 500.00/week |
| <u>ICE SKATING RINK:</u> | | |
| Cashier | 8.80/hour | 12.36/hour |
| Hockey Director | 2,184.84 | 2,300.00/season |
| Ice Safety Guard | 8.80/hour | 11.20/hour |
| Ice Professional Private | 90% of private instruction fees charged and collected. Or a flat fee of \$75.00 (if instructor teaches a minimum of four Learn to Skate classes per session) or \$150.00 (if instructor does not teach or is no longer available for the minimum number of Learn to Skate classes) | |
| Ice Professional Group | 16.65/hour | |
| 57.31/hour | | |

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| | | |
|----------------------------|-----------------|-----------------|
| Learn to Skate Coordinator | 208.08/per week | 520.00/per week |
| Office Assistant | 8.80/hour | 11.26/hour |
| Supervisor – Assistant | 9.36/hour | 14.76/hour |
| Supervisor – Head | 10.40/hour | 17.22/hour |

YOUTH SPORTS PROGRAMS:

| | | |
|-------------------------------------|--------------------------------------|---|
| Youth Hockey Coach | 10.40/hour 2,601.00/ | 22.96/hour or 4,592.00/season |
| Youth Hockey Program Coordinator | 10.40/hour 2,601.00/ | 22.96/hour or 4,265.00/season |
| Youth Hockey Skating Instructor | 10.40/hour | 45.92/hour |
| Basketball Supervisor | 8.80/hour 520.20/ | 13.91/hour or 2,296.00/season |
| Basketball Coordinator | 10.40/hour 2,080.80/ 2,601.00/ | 22.96/hour or 3,171.00/winter 4,318.00/summer |
| Girls Softball League Supervisor | 8.80/hour 1,040.40/ | 13.78/hour or 2,296.00/season |
| Youth Baseball League Supervisor | 8.80/hour 1,040.40/ | 13.78/hour or 2,870.00/season |
| League / Program / Camp Assistant | 8.80/hour | 9.18/hour |
| Sports Camp Supervisor / Instructor | 8.80/hour 2,601.00/ | 13.91/hour or 1,148.00/camp |
| Sports Coordinator | 10.40/hour | 23.65/hour |
| Sports Program Assistant | 8.80/hour | 11.33/hour |

ADULT SPORTS PROGRAMS:

| | | |
|--|-------------------------|----------------------------------|
| League / Program Supervisor | 10.40/hour 1,040.40/ | 22.96/hour or 2,296.00/season |
| Softball Umpire-In-Chief / Assistant Umpire in Chief | 10.40/hour 1,040.40/ | 22.96/hour or 1,722.00/season |

FIELDHOUSE / FITNESS CENTER:

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| | |
|---|---|
| Fitness Center Assistant | 8.70/hour |
| 11.07/hour | |
| Fitness Center Coordinator | 9.50/hour |
| Fieldhouse Instructor / Aerobics Instructor | 10.40/hour |
| Front Desk Assistant | 8.80/hour |
| Personal Trainer | 10.40/hour 70% of rate charged by trainer |
| 12.36/hour | 12.64/hour |
| 13.39/hour | |
| Head of Personal Training Services | Additional 5% of total personal training program revenue (3% city portion/ 2% trainer portion) for administration of the program. |

MISCELLANEOUS:

1. The City Manager shall also serve without additional compensation as Director of Public Safety and Director of Public Services.
2. The Director of Finance shall also serve without additional compensation as Clerk of Council.
3. In addition to the salary herein above provided, the Director of Law and the Assistant Law Directors may be compensated at an overtime rate of not to exceed \$250.00 per hour for time spent in representing the City in court appearances and special projects over and above the normal work hours as approved by the City Manager.
4. School Crossing Guard \$40.49 per day (based upon a 4-hour day)
School Crossing Guard \$10.12 per hour
5. “Minimum” and “maximum” as used in this Section are deemed to be exclusive of provisions for longevity, sick leave and vacation conversion, health care, deferred compensation, and other forms of non-salary compensation for which express authority is provided by ordinance.
6. To reduce criminal activity and promote safe neighborhoods, the City Manager may lease or transfer City-owned property to Basic Patrol Officers and/or members of the Classified Service of the Division of Police at fair market value.

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7. The City Manager shall have the authority, when deemed in the best interests of the City, to issue a monetary car allowance in lieu of issuing a City-owned vehicle to an employee.
8. The City Manager shall have the authority, when deemed in the best interests of the City, to issue a cost of living adjustment in the form of a one-time lump sum payment to an employee.
9. The City Manager shall have the authority, when deemed in the best interests of the City, to grandfather an employee whose current rate of pay exceeds the maximum range of the salary grade identified in the 2018 Compensation Study.
10. The City Manager shall have the authority, when deemed in the best interest of the City, to issue a cost of living adjustment not to exceed 2% to a grandfathered employee whose rate of pay exceeds the maximum range of the salary grade identified in the 2018 Compensation Study.

BOARD AND COMMISSION MEMBERS:

| | |
|---|---|
| 1. Architectural Board of Review, Three members, each | \$90.00/meeting attended |
| 2. Architectural Board of Review, Two Alternate Members, each | \$90.00/meeting attended (at request of ABR Secretary) |
| 3. Board of Zoning Appeals, Five Members, each One Alternate Member | \$90.00/meeting attended (at request of Planning and Development Director) |
| 4. Civil Service Commission, Three Members, each | \$90.00/meeting attended |
| 5. Planning Commission, Seven Members, each | \$90.00/month (provided the member attends at least one meeting, either regular or special during the month) |

SECTION 2. POLICE

Sworn members of the Police Department who are members of the police bargaining units shall have the terms, conditions, and benefits of employment as described in the labor agreement and other related documents between the City of Cleveland Heights and the Northern Ohio Patrolmen's Benevolent Association. The agreement covers the period commencing December 28,

ORDINANCE NO. 20-2021 (AS)

2018 through March 31, 2021 and may be extended by agreement of the parties. The fire arms proficiency, gun upon retirement, educational incentive bonus, and the clothing maintenance allowance shall apply to all sworn members of the Department. A copy of the labor agreement and related documents are on file in the Office of the City Manager.

SECTION 3. FIRE

Sworn members of the Fire Department who are represented by the International Association of Fire Fighters shall have the terms, conditions, and benefits of employment as described in the labor agreement and other related documents between the City of Cleveland Heights and the International Association of Fire Fighters. The agreement covers the period commencing April 1, 2018 through March 31, 2021 and may be extended by agreement of the parties. The paramedic compensation, academic achievement bonus, and the clothing maintenance allowance shall apply to all sworn members of the Department. A copy of the labor agreement and other related documents are on file in the Office of the City Manager.

SECTION 4. PUBLIC WORKS and PARKS & RECREATION Employees in the bargaining unit as described in the memorandum of understanding and other related documents between the City of Cleveland Heights and Laborer's International Union of North America, Laborer's Local 860 of Cleveland representing Service Employees, shall have the terms, conditions, and benefits of employment as described in said memorandum of understanding and other related documents. That agreement covers the time period commencing upon execution through March 31, 2022 and may be extended by agreement of the parties. A copy of the memorandum of understanding and other related documents are on file in the Office of the City Manager. Employees may be eligible for supervisor premium pay when such duties are assumed due to absence.

SECTION 5. MUNICIPAL COURT

Judge: Base pay according to the Ohio Revised Code 1901.11 is \$61,750.00

Administrative Judge compensation: \$1,500.00

Total salary: \$63,250.00

| | <u>Minimum</u> | <u>Maximum</u> |
|------------------------|----------------|----------------|
| Acting Clerk of Court | 51,000.00 | 65,402.00 |
| Chief Bailiff | 31,518.00 | 81,600.00 |
| Chief Deputy Clerk | 35,700.00 | 66,300.00 |
| Clerk of Court | 45,900.00 | 91,800.00 |
| Chief Accounting Clerk | 25,500.00 | 40,800.00 |

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| | | |
|--------------------------------|------------|------------|
| Chief Probation Officer | 30,600.00 | 71,400.00 |
| Court Administrator | 31,518.00 | 81,600.00 |
| Deputy Bailiff | 23,460.00 | 51,000.00 |
| Deputy Clerk | 23,460.00 | 44,800.00 |
| Housing Specialist | 30,600.00 | 61,900.00 |
| Information Systems Technician | 25,500.00 | 40,800.00 |
| Law Clerk | 10.30/hour | 16.75/hour |
| Magistrate | 35,700.00 | 96,645.00 |
| Probation Officer | 30,600.00 | 60,710.00 |
| Secretary | 23,460.00 | 44,166.00 |
| Security | 17.34/hour | 25.50/hour |

The compensation herein provided for and approved shall be payable in the manner and from the sources as provided for by applicable provisions of the Ohio Revised Code.

SECTION 6. VACATION

(a) All full-time permanent city employees shall accrue vacation leave according to the following schedule:

ALL FULL-TIME PERMANENT CITY EMPLOYEES

| <u>Length of Service</u> | <u>Accrual Per Pay Period</u> |
|------------------------------------|-------------------------------|
| Up to and including the sixth year | 3.08 hours |
| 7 up to and including 12 years | 4.60 hours |
| 13 up to and including 18 years | 6.20 hours |
| 19 years or more | 7.70 hours |

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the department heads in line with the needs of the department. To accommodate scheduling needs, vacation leave may be taken before actually accrued upon approval of the City Manager. When an employee terminates his employment with the city, the City Manager shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year.

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Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more.

(b) Permanent part-time employees with a base schedule of 20 or more hours per week will accrue vacation. Permanent part-time employees shall accrue hours based on the actual hours worked in the preceding pay period divided by 80 hours multiplied by the accrual per pay period.

| <u>Period</u> | <u>Length of Service</u> | <u>Accrual Per Pay</u> |
|---------------|-------------------------------------|------------------------|
| | Up to and including the fourth year | 1.54 hours |
| | 5 up to and including 6 years | 3.08 hours |
| | 7 up to and including 11 years | 4.6 hours |
| | 12 up to and including 17 years | 6.2 hours |
| | 18 years or more | 7.7 hours |

No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year.

Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more.

All other full-time employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for the length of their consecutive service in the former public agency, in accordance with the provisions of the Administrative Code, for purposes of determining accrual of vacation leave during their employment with the City of Cleveland Heights. Accrual of vacation for transfer employees shall be determined according to the schedule set out in subsection (a). Employees who wish to receive credit for their prior public service shall obtain a certified copy of their employment record from their prior employer.

Vacation leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

(c) For purposes of this Section, the hourly rate of payment for accrued vacation leave shall be determined by the following formula: annual base pay at the time of employee separation divided by 2,080 hours.

SECTION 7. SICK LEAVE

(a) Full-time permanent employees may be eligible for paid sick leave. Sick leave will be accrued at the rate of 4.6 hours per pay period. Approved sick leave taken shall be charged against the employee's accumulated sick leave.

The amount of unused sick leave accumulated as of December 17, 1976 by permanent full-time employees shall be determined under the applicable terms of the Ordinances of the City of Cleveland Heights.

Employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for unused sick leave accrued during such prior public employment, in accordance with the provisions of the Administrative Code. Credit for accrued sick leave shall not exceed the limits specified for all other employees in subsection (a). Employees who wish to receive credit for accrued sick leave under this subsection shall obtain a certified copy of their sick leave record from their former employer within thirty (30) days of hire. Documentation received after thirty (30) days will be accepted; however, any service accrual granted will start from the beginning of the pay period in which the documentation is received.

All full-time, permanent employees who are in the employ of the City and who have been in the employ of the City for over ten (10) consecutive years may be eligible for payment for accrued unused sick leave earned at the City of Cleveland Heights, accumulated from January 1, 1969 upon termination of their employment for other than disciplinary reasons. The aforesaid requirement that the sick leave be earned at the City of Cleveland Heights shall apply only to employees hired after April 1, 1990. An employee shall be paid out one-quarter (.25) or 25% of sick time accumulated with a maximum of 960 hours for payout purposes. Therefore, the maximum payout that could be achieved is 240 hours.

| Accrued Sick Leave | Conversion Ratio |
|--------------------|------------------|
| 0 - 960 Hours | 1/4 |
| 961+ Hours | Not Eligible |

For purposes of this Section, the hourly rate of payment for accrued sick leave shall be determined by the following formula: annual base pay at the time of termination of employment divided by 2,080 hours.

No employee shall be entitled to sick leave compensation in the event of injury, occupational disease or sickness resulting directly and proximately from the performance of any gainful employment or self-employment other than with the City of Cleveland Heights. A

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determination not to provide sick leave compensation under this Section shall be made by the City Manager, who shall adopt rules relating to the making of such determination.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

SECTION 8. **LEGAL HOLIDAYS**

(a) The following-named days shall be deemed paid holidays for all employees. No employee shall be required to work on such holidays unless it is determined by the City Manager that public necessity requires his or her services.

| | |
|-----------------------------------|---------------------------------------|
| 1. The first day of January; | 7. The eleventh day of November; |
| 2. The third Monday in January; | 8. The fourth Thursday in November; |
| 3. The third Monday in February; | 9. The fourth Friday in November; |
| 4. The last Monday in May; | 10. The twenty-fifth day of December; |
| 5. The fourth day of July; | 11. Personal Day; |
| 6. The first Monday in September; | 12. Personal Day |

(b) If any such day falls upon a Sunday, the Monday following shall be deemed to be the holiday. If any such day falls upon a Saturday, the Friday immediately preceding shall be deemed to be the holiday.

(c) Employees paid by the day or hour may be granted leaves of absence with full pay on any holiday named herein when, in the judgment of the City Manager, the public service will not be impaired by their absence.

(d) The foregoing notwithstanding, officers and employees who are exempt employees under the Fair Labor Standards Act shall receive no extra compensation if required to work on any holiday named herein.

SECTION 9. **DEFERRED COMPENSATION PLANS**

(a) The City shall sponsor a 457(b) Plan through payroll deductions, through one or more vendors subject to Council approval.

(b) The administration of the Deferred Compensation Plans shall be under the direction of a committee of three (3) members which shall include the Director of Finance, the City Manager or her designee, and one other employee who shall be appointed by the City Manager and shall be a participating member of the Plan. Payroll deductions shall be made in each instance by the Director of Finance.

(c) The Deferred Compensation Plans hereby authorized shall exist and serve in addition to retirement, pension or benefit systems established for the benefit of employees of the

ORDINANCE NO. 20-2021 (AS)

City and no deferral of income under the Deferred Compensation Plans shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under a Deferred Compensation Plan shall not be included for the purposes of any taxes withheld on behalf of any such employee, except municipal income tax.

(d) In order to encourage and reward extraordinary employee dedication and performance, the City Manager may award a particular employee additional non-salary compensation through contributions to an employee's deferred compensation account.

SECTION 10. WORK DAYS AND WORK HOURS

(a) City Hall shall be open from 8:30 a.m. to 5:00 p.m., Monday through Friday. Scheduling of employees to meet the needs of such hours of business shall be conducted through the City Manager.

(b) The normal work hours for employees of the following designated classifications shall be as follows:

1. Employees working in jobs classifications defined as exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall work such hours as determined by the City Manager.

2. Employees working in jobs defined as non-exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall work thirty eight (38) hours to forty (40) hours per week as determined by the City Manager. Days of the week and work hours shall be in accordance with the needs of the city, which shall be determined by the City Manager.

3. The Clerk of Courts office shall be open from 8:30 a.m. through 5:00 p.m. or as otherwise determined by the Municipal Court Judge. Employees shall work such hours as established by the Municipal Court Judge.

SECTION 11. HEALTH CARE INSURANCE AND ANCILLARY BENEFITS

(a) The City shall purchase or subscribe to and maintain in full force and effect for each full-time employee of the City a health care insurance plan, including medical-surgical protection, covering hospital and surgical benefits and related coverage, through one or more vendors subject to Council approval. Such health care insurance plan shall be maintained so long as such employee remains in the employ of the City. The City shall contribute eighty-eight percent (88%) of the cost of Base Plan B and the employee shall be responsible for any costs above the amount of established employer contribution, *i.e.*, twelve percent (12%) of the cost for coverage.

(b) All full-time employees shall be offered participation in a prescription plan through one or more vendors subject to Council approval.

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(c) The City shall offer dental coverage for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum benefit of \$1,500 per person. Coverage shall include two (2) yearly cleanings and check-up exams and coverage of eighty percent (80%) of basic and major services, less deductibles. Orthodontia benefits for dependents age 19 or younger also shall be offered with a \$1,000 maximum benefit per dependent.

(d) The City shall offer a vision plan for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum reimbursement of \$150 per person.

(e) The City shall offer a Flexible Spending Account for qualified medical or dependent care expenses to be funded with employee gross earnings through one or more vendors subject to Council approval.

(f) The City shall offer all employees access to an Employee Assistance Program which offers short-term counseling; assistance with locating reliable childcare, general and special educational needs, and resources for the elderly; no cost attorney consultations with discount if retained; no cost financial consultations; nutritional coaching; and fitness coaching.

(g) The availability of health care insurance and ancillary benefits described in this Section to individual, part-time employees may be determined by City Manager pursuant to Codified Ordinance Section 139.20.

SECTION 12. LIFE INSURANCE

(a) The City shall purchase or subscribe for and maintain in full force and effect life insurance of \$10,000.00 for each full-time employee until the employee reaches age 70; at age 70, benefits will be reduced by thirty-five percent (35%); and at age 75, benefits will be reduced an additional twenty percent (20%) through one or more vendors subject to Council approval.

(b) The City shall purchase or subscribe for and maintain in full force and effect for each full-time employee accidental death and dismemberment insurance at no cost to employee through one or more vendors subject to Council approval.

(c) Each employee shall be provided the option to buy additional term insurance through payroll deductions through one or more vendors subject to City Council approval.

SECTION 13. LONGEVITY

In addition to their regular salary permanent employees covered by this Ordinance shall be paid for each biweekly pay period additional compensation for length of service, as follows:

:Full Time Employees

| | |
|--|----------------|
| 1 st through 5 th year of service | No entitlement |
| 6 th through 10 th year of service, inclusive | 16.92 |
| 11 th through 15 th year of service, inclusive | 33.85 |

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| | |
|--|----------------|
| 16 th through 20 th year of service, inclusive | 51.24 |
| 21 st through 25 th year of service, inclusive | 69.23 |
| 26 th year and thereafter | 76.93 |
| | |
| Part Time Employees | |
| 1 st through 5 th year | No entitlement |
| 6 th through 10 th year | 8.46 |
| 11 th through 15 th year | 16.92 |
| 16 th through 20 th year | 25.62 |
| 21 st through 25 th year | 34.61 |
| 26 th year and thereafter | 38.46 |

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section and such service need not be continuous. For the purpose of determining credit for prior periods of employment, only full months of service shall be considered; credit shall be given for employment during authorized leaves of absence for military duty.

SECTION 14. OVERTIME

All employees working in job classifications defined as non-exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall be compensated for overtime at a rate of one and one-half (1.5) times their regular hourly rate of pay. Overtime as used herein shall mean time actually worked over and above forty (40) hours per week when ordered to do so by the City Manager or her designee.

The City Manager shall have the authority, when deemed in the best interests of the City, to pay overtime to those individuals defined as exempt by the Fair Labor Standards Act, as determined by the City Manager in consultation with the Director of Law, at a rate not to exceed one and one-half (1.5) times their regular rate of pay.

SECTION 15. EMPLOYEE INDEMNIFICATION

The City shall comply with Chapter 2744 of the Ohio Revised Code relating to employee indemnification.

SECTION 16. PENSION

All employees shall be covered as required by law under the Public Employees Retirement System of Ohio unless covered by Ohio Police & Fire Pension Fund. The City shall make all contributions required by law.

SECTION 17.

ORDINANCE NO. 20-2021 (AS)

To the extent that a provision in this Ordinance is covered by a separate labor agreement described in Sections 2, 3, 4 5, or 6 herein, the labor agreement shall supersede the provision of this Ordinance.

SECTION 18.

The provisions of this Ordinance shall be deemed to be in effect as of midnight, April 1, 2021. Effective midnight, April 1, 2021, Ordinance No. 17-2020 (AS) and all amendments thereto and provisions of all other ordinances heretofore adopted are repealed to the extent inconsistent herewith.

SECTION 19.

Notice of Passage of this Ordinance 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.

SECTION 20.

This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and welfare of the inhabitants of the City of Cleveland Heights, such emergency being to provide a schedule of adequate compensation for various officers and employees of the City, in order that satisfactory personnel may be retained in the City employ. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance 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.

JASON S. STEIN
President of Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 03/15/2021

ORDINANCE NO. 25-2021 (AS), *First Reading*

By Council Vice President Seren

An Ordinance amending various Sections of Chapter 749, "Fair Practices" of the Codified Ordinances of the City of Cleveland Heights to include Source of Income as a prohibited, discriminatory rationale for the purposes of fair housing practices.

WHEREAS, the proposed changes to Chapter 749 will increase housing access and stability in Cleveland Heights, and

WHEREAS, the economic effect of the COVID-19 pandemic has highlighted the need for increased rental and other financial assistance due to unemployment and underemployment, and

WHEREAS, the Council has determined that improving housing access and stability for people with a diversity of sources of income is in the best interest of the City, its residents, and the general goal of fair practices and the protection of civil rights.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Section 749.03(n) of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

(n) The terms 'Discriminate,' 'Discriminating,' or 'Discrimination,' mean any act, policy, or practice that, regardless of intent, has or had the effect of subjecting any individual to different treatment as a result of that individual's Age, race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, or Gender Identity or Expression, Source of Income, or the nonconsensual dissemination of that individual's private sexual images, except as otherwise set forth in this Chapter, and except that Age may be the basis of different treatment concerning Housing Practices (see Section 749.07) and/or Education Practices (see Section 749.14).

SECTION 2. Section 749.03(ii) of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

(ii) "Source of Income" means income derived from wages, social security, supplemental security income, all forms of federal, state or local assistance payments or subsidies, child support, spousal support, and publicly or privately provided assistance which can be verified and substantiated, including but not limited to housing vouchers, emergency rental assistance, disability benefits, and military or veterans benefits.

SECTION 3. Section 749.03 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to add subsection (jj) to read as follows:

(jj) "Unlawful Discriminatory Practice" means an act prohibited by this Chapter, and includes "Unlawful Discriminatory Housing Practices," "Unlawful Discriminatory Employment

Practices," "Unlawful Discriminatory Education Practices," and "Unlawful Discriminatory Public Accommodation Practices," as set forth in this Chapter.

SECTION 4. Section 749.07 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

749.07 UNLAWFUL DISCRIMINATORY HOUSING PRACTICES.

It shall be an Unlawful Discriminatory Housing Practice and a violation of this Chapter:

* * *

(c) For any Person or Real Estate Agent or Lending Institution, with respect to any prohibited act specified in this Chapter, to publish or circulate or cause to be published or circulated, any notice, statement, listing or advertisement, or to announce a policy or to make any record in connection with the prospective sale, lease, sublease, rental or financing of any Housing which indicates reliance, determination or decision based on race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income.

(d) For any Person or Real Estate Agent or Lending Institution to assist in, compel, or coerce the doing of any act declared to be an Unlawful Discriminatory Housing Practice under this Chapter, or to obstruct or prevent enforcement or compliance with provisions of this Chapter, or to attempt directly or indirectly to commit any act declared by this Chapter to be an Unlawful Discriminatory Housing Practice.

(e) For any Person or Real Estate Agent or Lending Institution:

(1) To induce or attempt to induce the sale, transfer of interest, or listing for sale of any Housing by making representations regarding the existing or potential proximity of real property owned, used, or occupied by any individual of any particular race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income by direct or indirect methods.

(2) To make any representation to a prospective purchaser or lessee that any Housing in a particular block, neighborhood or area may undergo, is undergoing, or has undergone a change with respect to the race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income of the individuals that live in such a block, neighborhood, or area.

(3) To induce or attempt to induce the sale or listing for sale of any Housing by representing that the presence or anticipated presence of individuals of any particular race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income in the area will or may result in:

A. The lowering of property values.

B. A change in the race, color, religion, Sex, Familial Status, national origin, Disability, Sexual Orientation, ~~or~~ Gender Identity or Expression, or Source of Income status of the individuals in the block, neighborhood, or area in which the property is located.

C. An increase in criminal or anti-social behavior in the area.

D. A decline in quality of the schools serving the area.

(f) For any Person or Real Estate Agent or Lending Institution to cause or attempt to cause or coerce retaliation against any individual because such individual has lawfully opposed any act or failure to act that is a violation of this Chapter or has, in good faith, filed a Complaint, testified, participated, or assisted in any way in any proceeding under this Chapter.

(g) To Discriminate against any individual by denying such individual access to or membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or Renting Housing, or Discriminate against an individual in the terms or conditions of such access, membership or participation.

(h) To do any other thing or engage in conduct which would otherwise make unavailable equal Housing opportunities.

(i) Nothing herein contained shall prohibit any Person subject to the terms of this Chapter from answering, in a truthful manner, any questions directed to him or her from any prospective purchaser or renter concerning the race, color, religion, Sex, Familial Status, national origin, Disability, ~~or~~ Sexual Orientation, or Source of Income of individuals then Renting or living on a given street or neighborhood.

SECTION 5. Section 749.08 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, amended to read as follows:

749.08 POSTING OF HOUSING NOTICES.

All Real Estate Agents shall post, in a conspicuous location in a portion of their place of business identified as the reception room, main room, or that room normally used by them for negotiating the terms of a sale or lease of Housing, and all Persons who operate a Covered Multi-Family Dwelling shall post at all times in a conspicuous location in either the main entry area or in that portion of their Housing business normally used by them for negotiating the rental of a Housing unit therein, a notice which contains the following language, printed on a light-colored background, in not less than fourteen (14) point type:

It is a violation of the Fair Practices Law of the City of Cleveland Heights for any real estate agent, or for any person owning or managing a multi-unit apartment dwelling to:

(a) Deny housing to any person because of race, color, religion, sex, familial status, national origin, disability, sexual orientation, ~~or~~ gender identity or expression, or Source of Income.

(b) Discriminate against any person because of that person's race, color, religion, sex, familial status, national origin, disability, sexual orientation, ~~or~~ gender identity or expression, or Source of Income with respect to the terms, conditions, or privileges of housing accommodations or in the furnishing of facilities or services in connection therewith.

SECTION 6. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 7. This Ordinance shall take effect and be in force at the earliest time possible permitted by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 3/15/2021

ORDINANCE NO. 26-2021 (F)

By Council Member

An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 and declaring an emergency.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. Certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances all relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021 be, and the same hereby are increased, decreased and/or transferred in the amounts set forth in Exhibit 1.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2021, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City Manager is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance 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.

JASON STEIN
President of the Council

ORDINANCE NO. 26-2021 (F)

AMY HIMMELEIN
Clerk of Council

PASSED:

ORDINANCE NO. 26-2021 (F)

Exhibit 1

| Fund | Department | Object | Reason | Previously Approved Budget | Requested Change | Revised Budget |
|-------------------------|---------------------------------|-------------------|---|----------------------------|-------------------|---------------------|
| 101 - General | 8101 - Community Services Admin | Personal Services | Transfer for Cain Park Manager benefits to Parks & Recreation Admin. | 6,122.25 | (2,040.75) | 4,081.50 |
| | 8401 - Parks & Recreation Admin | Personal Services | Transfer for Cain Park Manager benefits from Community Services Admin. | 946,517.31 | 2,040.75 | 948,558.06 |
| 208 - CDBG Resource | 5211 - CDBG Comm'l Area Improve | Capital | Increase for carryover from Year 45 (Noble Road Benches) | 44,400.00 | 10,000.00 | 54,400.00 |
| 214 - Local Programming | 3101 - Finance | O.T.P.S. | Increase for restructure of capital assets module in accounting system. | 0.00 | 5,200.00 | 5,200.00 |
| 239 - Refuse Grant Fund | 6203 - Refuse Coll/Transfer Sta | O.T.P.S. | Increase for receipt of grant from Recycling Partnership. | 0.00 | 14,531.00 | 14,531.00 |
| | | Capital | Increase for receipt of grant from Recycling Partnership. | 0.00 | 217,965.00 | 217,965.00 |
| | | | Increase for receipt of grant from Ohio EPA for purchase of refuse trailer. | 0.00 | 128,778.00 | 128,778.00 |
| Total | | | | 997,039.56 | 376,474.00 | 1,373,513.56 |

Proposed: 3/15/2021

RESOLUTION NO. 27-2021 (PSH)

By Council Member

A Resolution expressing approval and support for the Hands-Free Ohio provisions in Governor DeWine's state budget proposal; and declaring an emergency.

WHEREAS, Governor DeWine's state budget proposal includes provisions, referred to as Hands-Free Ohio, that would make driving while handling any electronic wireless device a primary offense for adult drivers and would increase fines for drivers who habitually use devices while driving; and

WHEREAS, in cases where a driver using a device causes serious injury or death, the penalties would mirror those of drunken driving; and

WHEREAS, Governor DeWine's Hands-Free Ohio provisions would prohibit several actions while driving, including: writing, sending, or reading text-based communications; watching or recording videos; taking photos or looking at images; live streaming; using apps; entering information into GPS navigation programs; dialing phone numbers; and holding a device for a phone call; and

WHEREAS, according to the National Highway Traffic Safety Administration, 10% of fatal crashes and 15% of serious injury crashes in the US in 2015 were distraction-related, amounting to a total of 3,477 people killed and an estimated additional 391,000 injured in crashes involving distracted drivers; and

WHEREAS, effective distracted driving laws and stringent penalties for the same are pivotal in discouraging drivers from using electronic devices while driving.

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

SECTION 1. The City of Cleveland Heights hereby expresses its approval and support for the Hands-Free Ohio provisions in Governor DeWine's state budget proposal.

SECTION 2. The Clerk of Council is hereby directed to send a copy of this Resolution to Governor Mike DeWine, Ohio House Speaker Robert Cupp, Ohio Senate President Larry Obhof, Ohio House Representative Janine Boyd, and Ohio Senator Sandra Williams.

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.

RESOLUTION NO. 27-2021 (PSH)

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to express support and approval of the foregoing at the earliest time 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.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:



CLEVELAND HEIGHTS

Monday, March 1, 2021 Minutes

COMMITTEE OF THE WHOLE

6:54 – 7:44 p.m.

Mayor Stein presiding

Roll Call: Present: Dunbar, Hart, Russell, Seren, Stein, Ungar
Excused: None

Staff present: Boland, Butler, Clinkscale, Freeman, Hanna, Himmeltein, Iorio, Lambdin, McRae, Mecklenburg, Niermann O'Neil, Smith, Trupo, Zamft

Topics discussed: CH-UH Libraries, Legislative Overview, and Follow Up Items/Other

CITY COUNCIL

7:50 – 8:30 p.m.

Mayor Stein presiding

Roll Call: Present: Dunbar, Hart, Russell, Seren, Stein, Ungar
Excused: None

Staff present: Boland, Butler, Clinkscale, Freeman, Hanna, Himmeltein, Lambdin, McRae, Mecklenburg, Niermann O'Neil, Smith, Trupo, Zamft

Minutes from the City Council meeting held Monday, January 19, 2021, February 1, 2021, and February 16, 2021 were approved with submitted edits.

Personal communications received from citizens (via electronic mail)

Amy Himmeltein read a comment from Fran Mentch asking if the Meadowbrook Lee project should be postponed until Top of the Hill is completed or make it a park.

Amy Himmeltein read a comment from David Klain that a park had been designed for Meadowbrook Lee and can be viewed at <https://cedarparkweebly.com>.

Amy Himmeltein read a comment from Elaine Price and Gordon Landefeld supporting infill housing for Desota Avenue and Compton Greenway project, but are concerned that infill on the corner lots should not be done until the greenway plans are completed.

Amy Himmelein read a comment from Krista Hawthorne, Executive Director of Reaching Heights, stating the high school swim team participated in the relays in the state championship meet. Maple Buscher and Xavier Roe are National Merit Scholarship finalists. The Superintendent spoke to the State of Ohio Board of Education regarding iniquity and EdChoice funding. The CH-UH Board of Education began holding in-person meetings again.

Amy Himmelein read a comment from Michael Modersky requesting Cumberland Pool be open this summer for a limited number of users.

Report of the City Manager

Notify Council that sealed bids were received on February 5th, for project #21-01 – Shannon Road Resurfacing & Waterline Replacement. There were five bids received and Terrace Construction, Inc. of Cleveland, Ohio's Base plus Alternate B-1 bid of \$1,415,756.08 has been found to be the lowest and best responsive and responsible bid.

Matter of Record

Notify Council that sealed bids were received on February 19th, for project #21-04 – for the Purchase of Five (5) 75 cubic yard Aluminum Refuse Ejector Trailers. There were two bids received and Warren Equipment, Inc. of Plant City, Florida's bid of \$379,000 has been found to be the lowest and best responsive and responsible bid.

Matter of Record

The Compton Greenway project and the infill projects will not interfere with each other and the city is aware of the corner lots which will not have infill housing.

In the CDBG memo, there is a correction to be made. The Citizen Advisory Committee reviewed and unanimously recommended the allocations in this plan and legislation, voted on October 20, 2020.

The consent agenda has three items regarding the refuse and recycling project. The OWDA money will be used to repair the Service Garage. There will also be a purchase of equipment as reference in the Matter of Record items just mentioned. The Focus magazine coming out at the end of March has an update and explanation of the transfer to automated collection.

Report of the Chief of Police

No report.

Report of the Clerk of Council

No report.

MUNICIPAL SERVICES COMMITTEE

Council Member Dunbar stated the city will be purchasing a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package, a Freightliner 114SD Tandem Axle Cab and Chassis, six Heil 28 CU YD Half Pack Residential Front End Loader (RFEL) Automated Refuse & Recycling Trucks, and three Freightliner 122SD Semi-Tractors. She thanked staff for moving forward with this project and Economic Development.

There will be a hands-free resolution in the packet coming out on Monday.

PLANNING AND DEVELOPMENT COMMITTEE

Council Member Ungar thanked Planning Department staff for their work on CDBG.

RESOLUTION NO. 12-2021 (PD), Second Reading. A Resolution authorizing the City Manager to submit the Community Development Block Grant entitlement application for the year beginning January 1, 2021

Introduced by Council Member Ungar, Seconded by Dunbar

Roll Call: Ayes: Hart, Russell, Seren, Stein, Ungar, Dunbar
 Nays: None

Legislation Passed

RESOLUTION NO. 13-2021 (PD), Second Reading. A Resolution authorizing the City Manager to submit the Amended Community Development Block Grant (CDBG) entitlement application and plan for the year beginning January 1, 2019

Introduced by Council Member Ungar, Seconded by Council Member Dunbar

Roll Call: Ayes: Russell, Seren, Stein, Ungar, Dunbar, Hart
 Nays: None

Legislation Passed

The Board of Control will be meeting tomorrow night to discuss the MetroHealth expansion.

PUBLIC SAFETY AND HEALTH COMMITTEE

Council Member Ungar stated the Law Director is working on the Racial Justice Task Force.

ADMINISTRATIVE SERVICES COMMITTEE

ORDINANCE NO. 20-2021 (AS), *First Reading*. An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City

Introduced by Council Vice President Seren

Legislation Introduced

Council Vice President Seren read a comment from Laura Marks. Residents are invited to the Arbor Day 2021 Celebration on April 30, 10:00 a.m. at Noble Park. The Forestry Department will plant two trees and Cleveland Heights Tree People will plant three trees. Flowers will be added to the beds as well.

Council Vice President Seren stated that public safety and the mayoral transition are leading concerns for the community. Choosing a seventh Council Member is increasingly important as it may serve as the tie-breaking vote for mayoral transition topics. Regarding public safety, the Administrative Services Committee will be introducing themes and options that will be anti-corruption, pro-resident, and keep certain powers with Council to ensure checks and balances.

Council Vice President Seren stated that the Council vacancy had existed for a year. He proposed that T. Nadas be chosen for this position. T. Nadas will not be running for Council in this election cycle. Council Vice President Seren moved to appoint T. Nadas to fill the vacancy on Council effective immediately. The motion was not seconded.

Motion Failed

Council Vice President Seren asked that if any members changed their minds, they tell the Mayor. Council Member Dunbar stated she believed this topic should be discussed in Executive Session.

COMMUNITY RELATIONS AND RECREATION COMMITTEE

Council Member Russell asked Council Vice President Seren what time the Arbor Day event was to which he replied 10:00 a.m.

Council Member Russell asked Susanna Niermann O'Neil to reach out to University Heights to get the census tree won in the competition for census participation.

There will be a Community Relations and Recreation Committee held at the next Committee of the Whole meeting. There will be an update provided regarding the reopening and restrictions for the summer Parks and Recreation.

FINANCE COMMITTEE

ORDINANCE NO. 10-2021 (F), Second Reading. An Ordinance providing for the issuance and sale of not to exceed \$1,500,000 of economic development nontax revenue bond anticipation notes, in anticipation of the issuance of bonds, for the purpose of paying a portion of the costs of the acquisition of a portion of, and redevelopment of the site generally known as “Top of the Hill” located on approximately four acres of land situated between Euclid Heights Boulevard and Cedar Road at the top of Cedar Hill in the City

Introduced by Council Member Hart, Seconded by Council Member Dunbar

Roll Call: Ayes: Seren, Stein, Ungar, Dunbar, Hart, Russell
 Nays: None

Legislation Passed

ORDINANCE NO. 23-2021 (F). An ordinance to amend certain subparagraphs of Ordinance No. 127-2020 (F) and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2021

Introduced by Council Member Hart, Seconded by Council Member Ungar

Roll Call: Ayes: Stein, Ungar, Dunbar, Hart, Russell, Seren
 Nays: None

Legislation Passed

Council Member Hart suggested Council revisits applications for the Council vacancy and consider other members.

Consent Agenda

Note: Individual Consent Agenda items are not discussed separately during the Council meeting, unless removed from the Consent Agenda on the request of a member of Council. Once an item is removed from the Consent Agenda it will be placed on the Regular Agenda.

RESOLUTION NO. 15-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with Gledhill Road Machinery Company, for the acquisition of a 14-Foot Stainless Steel Dump Body with Salt Spreader and Plow Package for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 16-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with Valley Freightliner & Western Star, for the acquisition of a Freightliner 114SD Tandem Axle Cab and Chassis for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 17-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with Bell Equipment Co., for the acquisition of six Heil 28 CU YD Half Pack Residential Front End Loader (RFEL) Automated Refuse & Recycling Trucks for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 18-2021 (MS). A Resolution authorizing the City Manager to apply for, accept, and enter into a Cooperative Agreement for planning and construction of the 2021 Refuse & Recycling Automation & Transfer Station Improvements project between the City of Cleveland Heights and the Ohio Water Development Authority

RESOLUTION NO. 19-2021 (MS). A Resolution authorizing the City Manager to enter into an agreement with Cleveland Freightliner dba Valley Freightliner & Western Star, for the acquisition of three Freightliner 122SD Semi-Tractors for the Department of Public Works; providing compensation therefor

RESOLUTION NO. 21-2021 (CRR). A Resolution recognizing March 2021 as Red Cross Month in the City of Cleveland Heights

RESOLUTION NO. 22-2021 (CRR). A Resolution recognizing March 2021 as National Women's History Month

Motion to suspend rules by Council Member Hart, Seconded by Council Member Dunbar

Roll Call: Ayes: Ungar, Dunbar, Hart, Russell, Seren, Stein
 Nays: None

Motion Passed

Motion to adopt the legislation by Council Member Ungar, Seconded by Council Member Dunbar

Roll Call: Ayes: Dunbar, Hart, Russell, Seren, Stein, Ungar
 Nays: None

Legislation Passed

Council President's Report

The Council President acknowledge Susanna Niermann O'Neil to make comments. Susanna Niermann O'Neil stated that residents can join the Board of Control meeting tomorrow at 5:00 p.m. by going to the calendar at www.clevelandheights.com where a link will be posted.

NEXT MEETING OF COUNCIL: MONDAY, MARCH 15, 2021

Respectfully submitted,

Jason S. Stein, Mayor

Amy Himmelstein, Clerk of Council
/jkc