



CLEVELAND HEIGHTS

COUNCIL UPDATE

July 30, 2021

MEETINGS & REMINDERS

Tuesday, August 3	6:00-9:00 p.m.	Safety Forces Night/Centennial Celebration Community Center
Wednesday, August 4	5:30 p.m.	Historic Preservation Design Guidelines Project Work Session Executive Conference Room
	7:00 p.m.	Architectural Board of Review Council Chambers
Thursday, August 5	6:00-8:00 p.m.	Meet Your Police Police Academy
	6:00 p.m.	Cedar-Lee-Meadowbrook Kick-Off Parking & Traffic Community Workshop Lee Road Library
Monday, August 9	6:30 p.m.	Council Committee of the Whole Community Center

LEGISLATION

- **Sanitary Sewer Overflow Control Project.** A Resolution authorizing the City Manager to enter into an amendment to an agreement with Black and Veatch for professional consulting services in connection with the City's Sanitary Sewer Overflow Control Project
- **3424 Beechwood Avenue Transfer.** An Ordinance adopting procedures for the transfer of 3424 Beechwood Avenue, received through the City of Cleveland Heights Land Reutilization Program, to FutureHeights, Inc.; declaring the property no longer needed for a public purpose

- **Cleveland Heights-SBA Small Business Performance Grant Program.** A Resolution authorizing the City Manager to execute a First Amendment to Grant Agreement with Cuyahoga County to fund the Cleveland Heights-SBA Small Business Performance Grant Program
- **Traffic Code.** An Ordinance amending various sections of Chapter 373, “Bicycles and Motorcycles,” of Part Three, *Traffic Code*, of the Codified Ordinances of the City of Cleveland Heights
- **Chagrin Valley Dispatch.** An Ordinance authorizing an agreement with the Chagrin Valley Dispatch Council (CVD), a regional Council of Governments, pursuant to Ohio law, to join CVD’s joint Police, Fire and Emergency Medical Services communications system for the dispatch of Police, Fire and EMS services in and for multiple communities, and authorizing the City to approve the dissolution of the Heights Hillcrest Communications Center (HHCC)
- **Ohio Patrolman’s Benevolent.** An Ordinance to accept the fact-finding recommendations in the matter of the City of Cleveland Heights and the Ohio Patrolmen’s Benevolent Association (OPBA), SERB Case Nos.: 2020–MED-12-1424; 2020-MED-12-1425; and 2020-MED-12-1426
- **Public Meetings.** An Ordinance repealing Section 107.02(a) of Chapter 107, “Public Meetings,” of Part One, Administrative Code, of the Codified Ordinances of the City of Cleveland Heights; adopting a replacement Section 107.02(a) of Chapter 107, “Public Meetings”; amending Section 107.02(b)
- **Appropriations.** 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

CITY MANAGER’S REPORT

- Due to concerns about the covid/variant, Committee of the Whole will be held in Council Chambers where there is greater social distancing. Plexi glass is between each Council seat and we will be able to socially distance the chairs in the audience. During the Council meeting, staff will be in the hallway assisting people who want to make public comment to sign in. Hopefully this will keep things open but still in order re health concerns.
- During the last few weeks staff has been looking at ways to streamline legislation, Boards & Commissions, minutes, accurate Council proceedings, information, etc. Due to staff vacancies and job eliminations our team is just not as tight as it should be. As a result, a job description for an Assistant Clerk of Council has been prepared. This position will be in the

Finance Department and work with the Finance Director (The Clerk of Council) to facilitate responsibilities. The job will be posted on Monday.

- Please see enclosed an excellent memo explaining the merger of the Heights Hillcrest Dispatch Center (HHDC) and the Chagrin Valley Dispatch Center prepared by our Law Department. Also, my thanks to Chief Mecklenburg and Chief Freeman who have represented our City during discussions over the last few years and they both support this merger.
- The Cedar Fairmount SID sent their budget to explain the shortfall (see enclosed).
- My thanks to the Parks and Recreation/Cain Park staff for the work and time put in to opening up Cain Park after a covid year shut down. The Arts Festival opened the season and as you can see from the artist feedback it was a success (see enclosed).

Cain Park Arts Festival 2021 – Survey

Average approximate sales (per day):

Friday:	Saturday:	Sunday:
\$1,450.00	\$3,400.00	\$715.00

Overall Amount Totals:

Friday:	Saturday:	Sunday:
\$31,830.00	\$74,890.00	\$15,745.00

- Many artists listed their sales as up from previous years and in comparison to other shows that they do.
- Rain on Sunday affected sales for most artists
- A majority of the artists rated the quality of art, variety of art, and appearance of booths with an excellent rating, followed closely behind with good. There were a few who marked average and no one marked poor for any of the categories.

Suggestions:

- “Based on show experience in the Midwest less booths at the 2021 festival has been great for sales and interaction with customers.”
- “Less is more for artists – I typically only do shows with 100 artists or less. I would pay more to keep the number of artists lower.”
- Love the space between the booths – allowed for full visibility of work.

Positive Feedback:

- “I would have to say that this is the best show I have ever participated in both quality of art and sales made.”
- “As an art fair junkie, Cain Park is good as it gets! Everything was well organized and the volunteers were awesome!”
- “The amount of artist support is extremely helpful and appreciated. I can’t hardly say enough about how positive and inspiring this show was to me.”
- “We have been doing shows for 45 years – this one is one of the best!”
- “First time I knew of this show and I loved it – I plan to be back!”

How did you hear about Cain Park?	
Word of Mouth, Other Artists	14
Sunshine Artist Magazine	0
Art Fair Source Book	1
Internet	9
Other	3

many listed Zapp
SH/CH Area

Cedar Fairmount Special Improvement District			
Budget Comparison 2020 and 2021			
Name	Amount 2020	Amount 2021	
Carryover from previous year	5119.66	1066.35	
SID Allocation	67721.00	65636.24	
Donations	2512.19	5400.00	
CAC Grant	5000.00	5000.00	
Total Receivables	80352.85	77102.59	
Accounting	550.00	550.00	
SID State Reporting		375.00	
Advertising	3839.76	7500.00	
Consulting	30103.18	32000.00	
Insurance	908.00	875.00	
Landscaping	22912.00	22118.00	
Musician	200.00		
Photography	459.80	400.00	
Postage and Delivery	506.51	450.00	
Printing	443.85	2500.00	
Snow Plowing	8100.00	10800.00	
Social Media	3153.90	2700.00	
CAC Match Grant		10000.00	
Web Design	200.00		
Web Maintenance	3000.00	2500.00	
Total Payables	74377.00	92768.00	
Total	5975.85	-15666.00	



To: Susanna Niermann O'Neil, City Manager

From: Mary Trupo, Director of Communications and Public Engagement

Date: July 27, 2021

Subject: Communications and Public Engagement Update

- Finalized CH Special Supplement from Cleveland Magazine's July issue (copy will be at Council table)
- Ad campaign promoting dining in CH at any of our 20+ outdoor dining establishments ran on RTA buses and on Orange Barrel "billboards"
- Finalist was selected for the Noble Road mural and installation is complete
- 6-foot 100 year anniversary card made its first appearance at the Arts Festival. Nearly full of signatures
- Planning Centennial Celebration (during Annual Safety Forces Night Out)
- Regular meetings with NEORSD and SH regarding Horseshoe Lake
- Prepared remarks for VP Seren for Horseshoe Lake forum
- Prepared articles for the Observer
- Reinstated sales of CH merchandise
- Set-up various interviews for CHPD, ED and City Manager



ECONOMIC DEVELOPMENT REPORT – July 26, 2021:

TOP OF THE HILL:

- Construction on the project continues, with the completion date now anticipated to be July of 2022;

CEDAR-LEE-MEADOWBROOK:

- Staff negotiating the Development Agreement with our Development Partner Flaherty & Collins at this time;
- Traffic & Parking: WSP and Desman consulting have been contracted with to assist with the traffic and parking analysis associated with the project;

NEIGHBORHOOD REDEVELOPMENT PROGRAM (NRP) INFILL HOUSING CONSTRUCTION:

- Given the approval of the MOU Agreement for the Caledonia Neighborhood infill housing project, the staff is now engaged in negotiating the Development Agreement with Start Right CDC;
- The MOU Agreement with Amato Homes (Desota Avenue) is nearing completion;
- Staff provided the Ozanne/Borden group (Noble Road Corridor) with a draft MOU agreement for their review and comment;



To: Susanna Niermann O'Neil, City Manager
From: Chief Dave Freeman, Cleveland Heights Fire Department
Subject: Fire Department Update
Date: July 27, 2021

Fire Department Update:

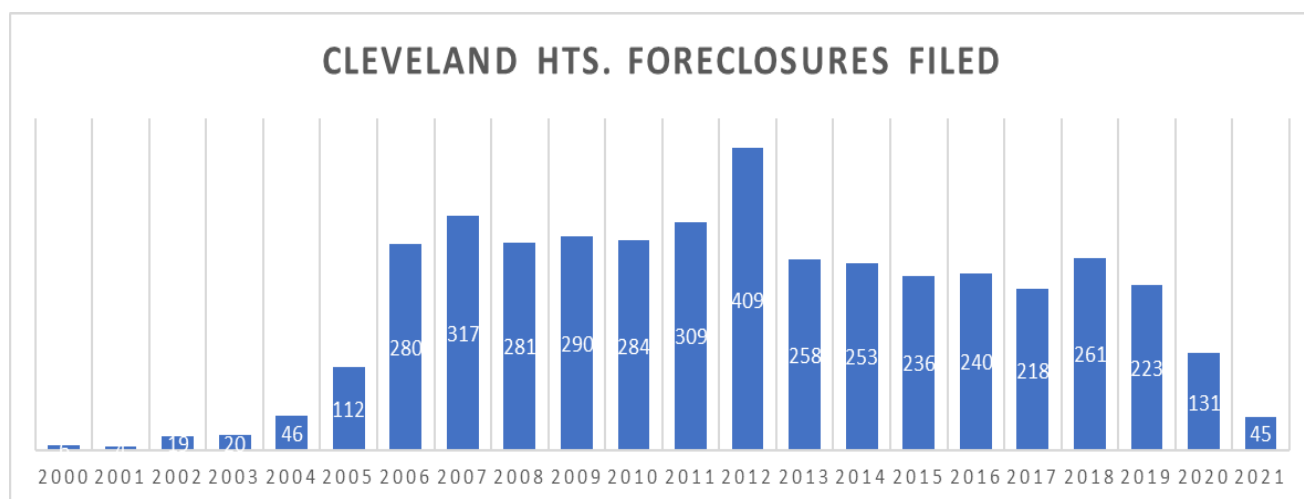
1. We have been notified that our 75 Foot Ladder Truck has a broken frame and can no longer be used. We are meeting with the City Manager this week to discuss options.
2. Crews are conducting building pre-plans. This involves going into each business and checking items such as safety measures, building construction, utility locations and unique features.
3. Our fire inspector is working diligently on plans for the Top of the Hill project to ensure that all fire safety systems meet code.
4. Our fire investigation team (working with CHPD detectives specially trained in fire origin and cause) have been very successful this year and have successfully identified and arrested several arsonists.
5. We now have a Juvenile Fire Setter Advocate that has been trained by the State to deal with children and their families, counselors, therapists and social workers to help prevent future fires.



Memorandum

To: Susanna Niermann-Oneil - City Manager
From: Allan Butler- Housing Programs Director
Date: July 29, 2021
Re: Housing Update/Foreclosures and Bonds

There have been 45 foreclosures filed with the Cuyahoga County Clerk of Courts for properties in Cleveland Heights this year to date. This projects out to be 70 for the year which would be significantly lower than last year's 131 even with two months of no filings due to Covid-19. Historically these numbers are the lowest since 2004 had 46 filings and considerably less than the peak of 409 foreclosures filed in 2012.



Of the 45 foreclosures filed in Cleveland Heights this year to date, 25 were tax foreclosures, 18 were mortgage foreclosures and 2 were other types. Out of the 18 mortgage foreclosures filed in 2021, 7 were identified as vacant and we have received bonds on 4 of them. The Housing Department received 113 Foreclosure Bonds total YTD, including 9 in 2021, 32 in 2020, 63 in 2019, and 2 in 2018. The Housing Dept. has collected \$1,690,000 in total bond deposits and charged \$259,725 in administration fees. There have been 58 bonds released back to the issuer at their request due compliance with the requirements of the bond ordinance. The Housing Department has charged only \$1,500 from properties that have submitted bond for other charges including nuisance items. The department is preparing legal action on problematic cases for non-compliance with the bond ordinance.

The Housing Dept has received 269 Vacant Property Registrations in 2021 with a revenue of \$49,700 and 858 Out-of-County Registrations with a revenue of \$86,700.

Cleveland Heights

Memorandum

To: Susanna Niermann O'Neil, City Manager
From: Ryan Prosser, Director of Information Systems
Subject: IT Department Update
Date: July 27, 2021

As of the past month the IT Department is going through a personnel transitioning phase. We thank our previous IT Director Jim Lambdin for his 30 plus years of exceptional services and leadership in regards to our technology. Jim certainly made the transition process easier in handing off the department and sharing inside knowledge of the City's technology environment.

A new support person, Officer Sean Hinkle, was recently integrated into the IT Department from our Police Department. Sean will be working double duty in supporting the technology needs of the Police Department in addition to his Police Duties.

Another personnel shift oncoming is the departure of Steve Sauer, Information Systems Manager, who has provided us with over four years of excellent network infrastructure and management service. Steve's replacement, Grant Lorman, brings along fourteen years of IT service from a Top 500 US Law Firm in Cleveland.

Given the current landscape of the ever-expanding use of technology and the greater exposure that comes along with it, the department will be always looking for ways to strengthen our security as our technology presence grows. As such, the City has become new member of the MS-ISAC (Multi-State Information Sharing & Analysis Center) which is sponsored by the cybersecurity arm of the Department of Homeland Security. The services provided at no cost to the City include vulnerability scanning, malicious website blocking, security webinars and a multitude of resources for the IT Department to better our security posture. The implementation of those cybersecurity measures is ongoing.

Moving forward the IT department is working together with the other City departments to identify any challenges ahead that may need technology support. Initial conversations with Public Works and Utilities have been especially productive in identifying ways in which a software upgrade would increase efficiencies for our utility billing and work order tracking.





To: Susanna Niermann O'Neil, City Manager
From: Joseph P. McRae, Parks and Recreation Director
Subject: Parks and Recreation Department Reopening Plan Update
Date: July 25, 2021

Please find a brief summary of Parks and Recreation activities attached for your reference.

General Updates

- **The City's Centennial Celebration and Safety Services Night Out** will take place on Tuesday, August 3 from 6pm – 9pm at the Cleveland Heights Community Center. The event will feature food and fun activities for families.
- **Cumberland Pool and Wading Pool:** The pool and wading pool are open to the public through Labor Day weekend. Season passes are now available at half price. The Cain Park splash pad remains closed this year due to lack of staffing.
- **Community Center:**
 - **Fitness Center:** Open hours are Monday – Friday mornings 6am -10am and evenings 4pm – 8pm. Saturdays hours will be 9am – 1pm. The Fitness Center will be closed on Sunday. Hours are limited at this time due to limited staffing.
 - **Gym:** The basketball courts will be used as indoor walking space and class space for indoor fitness and martial arts classes during the summer.
 - **North Ice Rink:** Residents can register online for learn to skate classes.
 - **Summer Fieldhouse/South Rink:** The Jump Start Sport Summer Camp program will end on August 6.
 - **Senior Activity Center (SAC):** The senior center is open from 9am – 2pm on Mondays, Wednesdays and Fridays to start. Seniors can register for programs in advance online or via phone at 216-691-7377. They can register in person at the Community Center.
- **Cain Park** is open with a modified summer season that started the second week of July and will end in mid-September. For more information on upcoming events, visit www.cainpark.com



Upcoming election related events at the Community Center:

- **Congressional District 11 Primary** – Tuesday, August 3
- **League of Women Voters (LWV) City Primary Candidates Forum** - Thursday, August 12
- **City Primary Election Voting Precinct** – Tuesday, September 14
- **LWV Cleveland Hts. Mayor and Council Candidates Forum** – Thursday, September 23
- **LWV CH-UH School Board of Education Candidates Forum** – Thursday, October 7
- **General Election** – Tuesday, November 2



MEMORANDUM

To: Susanna Niermann O'Neil, City Manager

From: Eric Zamft, Planning Director

Date: July 28, 2021

Subject: Bi-Weekly Planning Department Update

HIGHLIGHTS OF PLANNING INITIATIVES

HISTORIC PRESERVATION DESIGN GUIDELINES

Staff is working closely with Naylor Wellman on the preparation of Historic Preservation Design Guidelines. A public presentation and meeting was held virtually on July 13, 2021 and a number of members of the public attended. The public is encouraged to participate and comment. A third stakeholder meeting with the Landmark Commission and Architectural Board of Review (ABR) is scheduled for August 4, 2021 at 5:30 PM in the Executive Conference Room at City Hall. More information, including the public presentation and the most recent draft of the guidelines, can be found here: <https://www.clevelandheights.com/1435/Historic-Preservation-Design-Guidelines>

CEDAR-LEE-MEADOWBROOK REDEVELOPMENT

Now that the Memorandum of Understanding (MOU) has been signed, Planning staff is working closely with the City's parking and traffic consultants (DESMAN and WSP, respectively) on traffic and parking studies. Planning staff is reviewing environmental conditions in and around the site. Community and stakeholder engagement will be key to the evaluation of the project. To that end, Planning staff has developed a clear framework of meetings to occur, reflective of both early engagement and the formal City review and approval process. This framework is attached to this bi-weekly Director's Report, has been posted to the project webpage: <https://www.clevelandheights.com/1154/Cedar-Lee-Meadowbrook>, has been posted in the Library locations, and has been included in the weekly Cleveland Heights news email. A community conversation on parking and traffic will be held on August 5th at 6:00 PM at the Lee Road Library.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME ADMINISTRATION

The open application period for Year 48 CDBG funding began on June 3rd and ended on July

15th. The Citizens Advisory Committee (CAC) is currently reviewing the applications and will hold public hearings on August 10th and August 17th – both at 7 PM at the Community Center. The internal “Community Development Working Group” continues to strategize on how to best leverage HUD funding for the community and will engage the CAC. Staff will update Council on the outcomes of that strategic planning at future meetings. Cuyahoga County Department of Development is accepting applications for HOME funded Affordable Housing Loans. The applications due August 6, 2021. Projects must be ready to commence construction within 12 months or less. Loans can be up to a maximum of \$450,000 and must maintain one HOME unit for every \$125,000 loaned.

PLACEMAKING & PARK PLANNING

Planning is helping to guide a number of placemaking activities, working collaboratively with the Manager’s Office and other departments. The Planning Department and Parks and Recreation Department are working together to identify open space and recreation opportunities, develop recommended inquiry process and policies, and understand budgetary and staffing impacts to provide recommendations to the City Manager. These recommendations will be shared by the internal Vacant Lots working group, who is developing a process to present to the City Manager and eventually Council regarding the disposition of vacant City-owned lots. With assistance from the Department of Public Works, a temporary parklet was installed on Cedar Road.

Other placemaking activities include:

- Community gardens
- Additional opportunities for passive and active spaces

ZONING

On June 7, 2021 during Committee of the Whole, the Planning Director presented proposed legislation to amend the Zoning Code with regards to garages and other ancillary changes. Council referred the matter to the Planning Commission that evening for review and recommendation. The Planning Commission discussed the matter at a special meeting on June 29th and is anticipated to discuss it at a special meeting on August 19th. The public is encouraged to participate and comment. More information, including the most recent draft of the guidelines, can be found here: <https://www.clevelandheights.com/183/Planning-Department>

Planning staff is also working with the Law Department on proposed legislation that would clarify the regulations related to rain gardens/rain barrels. Finally, staff is closely coordinating with First Suburbs on their Single-Family Housing Zoning project, which will be led by the County Planning Commission. Staff coordinated with the Building and Housing departments to respond to an informational survey from the County Planning Commission.

TRANSPORTATION

The County, working with the City of Cleveland, is looking to deploy a regional shared micro-mobility network – including e-scooters. City staff has been working with neighboring municipalities on coordinated legislation and rebalancing stations locations. This legislation is included for Council's consideration at the August 2nd meeting. Staff is also working with the Manager's Office and other City departments on sidewalks and other matters referred to Council by the Transportation Advisory Committee (TAC). Planning staff is working closely with the Department of Public Works on reviewing the Complete and Green Street Checklist drafted by the TAC.

Other transportation activities include:

- South of Cedar Parking and Traffic Study Implementation
- Mayfield Road Corridor Multimodal Plan Implementation / Streetscape Improvements
- Taylor Road Study Implementation
- Compton Road Greenway Implementation

REDEVELOPMENT OF THE PARK SYNAGOGUE

The Boulevard Neighbors neighborhood group has been discussing the future of the privately-owned Park Synagogue on Mayfield Road. Planning staff has attended meetings with the group, along with FutureHeights and others. In general, there is a desire to conserve the existing natural features on the property, which has led to some broader discussions of open spaces, conservation, and natural resources in the City.

SUSTAINABILITY

Staff sits on the Doan Brook Watershed Partnership (DBWP) Board and is Vice President of the Executive Committee; Councilwoman Dunbar is City Council liaison and sits on the Board. The TAC is discussing the merits of expanding its mission to include Environmental Sustainability.

ADMINISTRATIVE APPROVALS

Beyond support to City development boards and commissions, per the Zoning Code and other City ordinances, the Planning Department provides administrative approvals for a number of permitted activities. These include: fence permits, Temporary Expansion Area (TEA) permits, mini-split air conditioning systems, and chicken coops, among others.

COORDINATION WITH ECONOMIC DEVELOPMENT DEPARTMENT INITIATIVES

- *Neighborhood Redevelopment Program (NRP), Phase 1* – Planning staff continues to provide support to Economic Development with the selected developers and implementation, as necessary. Start Right CDC appeared again before the Architectural Board of Review (ABR) for a preliminary review of a proposed model home to be constructed on 961 Nelaview Road, see ABR agenda link below.
- *Cedar-Lee-Meadowbrook Redevelopment* – See above.
- *Unitarian Church Redevelopment* – Planning staff has been participating in discussions regarding the potential redevelopment of the Unitarian Church site and adjacent properties, including the potential implications with regards to public parking and the zoning of the redevelopment site. A third-party parking consultant will be engaged to assist with the potential availability and impacts to public parking.
- *Other Economic Development Initiatives* – Planning staff provides input and support on other initiatives, including additional NRP phases, the Taylor-Tudor property, the Storefront program, solid waste needs for businesses, other redevelopment opportunities, etc.

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), Racial Justice Task Force, Transportation Advisory Committee (TAC), and City Council (when needed). Below are tables of both active and recently approved applications managed by the Department.

Note that there are a number of vacancies on the City's boards and commissions. Residents are encouraged to volunteer for these very important civic bodies. See <https://www.clevelandheights.com/1169/Boards-and-Commissions-Application> for more information.

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

At the July 6, 2021 and July 21, 2021 ABR meetings, the following applications were discussed and approved:

Address	Case #	Project Description
July 6, 2021		
3489 Shannon Road	ABR 2021-38	Request to construct a two-story addition, a front porch, a rear deck, and two-car, detached garage
1405 Edendale Road	ABR 2021-157	Request to construct a two-car, detached garage
1175 Cleveland Heights Boulevard	ABR 2021-158	Request to install new windows
3090 Berkshire Road	ABR 2021-160	Request to construct a two-car, detached garage
963 Brunswick Road	ABR 2021-161	Request to construct a two-car, detached garage
July 21, 2021		
2232 Elandon Drive	ABR 2021-162	Request to install a new roof
896 Selwyn Road	ABR 2021-164	Request to install a two-car, detached garage
3467 Woodbridge Road	ABR 2021-165	Request to construct a two-car, detached garage, and three-season room addition
2981 Berkshire Road	ABR 2021-166	Request to construct a covered deck
2976 Kensington Road	ABR 2021-167	Request to construct a deck
3504 East Scarborough Road	ABR 2021-168	Request to construct a two-car, detached garage
2658 Canterbury Road	ABR 2021-169	Request to install a two-car, detached garage
2219 Demington Drive	ABR 2021-170	Request to install a two-car, detached garage
2514 Fairmont Boulevard	ABR 2021-171	Request to install solar panels on garage roof
952 Elbon Road	ABR 2021-172	Request to install a two-car, detached garage
3583 Randolph Road	ABR 2021-173	Request to install a fence in the front yard
3321 Hyde Park Avenue	ABR 2021-174	Request to install a fence in the corner side and rear yard

The following applications were withdrawn:

Address	Case #	Project Description
3577 Shannon Road	ABR 2021-159	Request to construct a two-story addition, a rear deck, and a two-car, detached garage
3301 North Park Boulevard	ABR 2021-163	Request to install a new monument sign

The following application was before the ABR for preliminary review:

Address	Case #	Project Description
961 Nelaview Road (Start Right CDC)	ABR 2021-156	Request to construct a single-family home

The next ABR meeting will be held on August 4, 2021. A link to the agenda is provided as follows: <https://www.clevelandheights.com/DocumentCenter/View/9546>. A summary of the meeting will be provided in the next bi-weekly Planning Department report.

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

There was no recent activity involving the Board of Control.

BOARD OF ZONING APPEALS (BZA) – 3rd Wednesday

At the July 22, 2021 BZA meeting, the following applications were discussed and approved:

Address	Case #	Project Description
2599 North Park Boulevard	Cal. No. 3525	Variance to permit a rear fence in the Woodmere Drive corner side yard to be taller than the 4-foot maximum height permitted
2791 Scarborough Road	Cal. No. 3524	Variances to have rear yard, west side yard & east side yard setbacks less than the minimum 5 feet
3321 Hyde Park Road	Cal. No. 3526	Variance to permit a fence in the Minor Park Lane corner side yard to be taller than the 4-foot maximum height permitted

The next BZA meeting will be held on August 18, 2021. A link to the agenda will be provided in the next bi-weekly Planning Department report.

LANDMARK COMMISSION – 1st Tuesday of Odd Numbered Months

The Landmark Commission is considering landmarking the Cider Path, which is City-owned. The first step in the process is to receive owner-consent, which is the City. As a result, a request from the Landmark Commission regarding owner-consent of landmarking the Cider Path will be included as legislation for first reading by Council at an upcoming meeting. The Landmark Commission has been discussing a number of other initiatives with City staff.

The Landmark Commission met on July 6, 2021 and discussed the draft Design Guidelines, the efforts to update the Landmark Ordinance, potential landmark status for the Cider Path and Bradford Road, the status of existing landmark properties the Park Synagogue and the Beaumont School, upcoming preservation activities and lectures, the Cleveland Memory project, the status

of National Register of Historic Places/Districts Nighttown property, general development updates, and garnering further input from the Landmark Commission on Planning projects.

The next Landmark Commission meeting will be held on September 14, 2021. A link to the agenda will be provided prior to the meeting date.

PLANNING COMMISSION – 2nd Wednesday

A special meeting of the Planning Commission was held on June 29, 2021. The meeting included a presentation and discussion with Kathryn Wertheim Hexter about Advancing Equity in Planning. The Planning Commission also discussed Project No. 21-06, the Proposed Zoning Text Amendments regarding private parking garages and ancillary changes (Ord. 70-2021), which was referred by Council to the Commission for review and recommendation. Commissioners provided comments about the proposed amendments and tasked staff with suggesting additional changes to definitions and certain standards for the Commission's consideration at the next meeting. Public comments have been received in support of the changes and have been transmitted to the Commission. The July Planning Commission meeting was cancelled due to scheduling conflicts. The next Planning Commission meeting will be held on August 19, 2021, with the potential for the Commission to provide a recommendation to Council on the proposed amendments. A link to the agenda will be provided and a summary of the meeting will be provided in the next bi-weekly Planning Department report.

CITIZENS ADVISORY COMMITTEE (CAC) – 3rd Tuesday

As is typical, there was no July CAC meeting so as to prepare for the receipt of Year 48 CDBG applications, which were due by July 15, 2021. The next CAC meeting will be the Year 48 CDBG public hearings, which will occur on August 10th and August 17th at 7 PM at the Community Center. Agendas for these meetings will be posted. More information on the August CAC/CDBG public hearings will be provided in the next bi-weekly Planning Department report.

TRANSPORTATION ADVISORY COMMITTEE (TAC) – 4th Wednesday

Staff is working closely with the TAC members on the implementation of the City's Green and Complete Streets Policy, including preparing a checklist for City departments to utilize.

The TAC met on June 30, 2021 and discussed the NOACA Long Range Plan and the City comments, the Cuyahoga County E-Scooter initiative, the Complete and Green Street checklist, and the possible use of ARPA funds. The TAC met on July 27, 2021. The Library presented on their concepts for the Noble Library upgrade. The TAC discussed the Cuyahoga County E-Scooter initiative, the Complete and Green Street checklist, the Bicycle Friendly Community renewal application, expanding the TAC to include environmental sustainability, and speed reductions on City streets.

The next TAC meeting will be held on August 25, 2021. The agenda will be posted and a link will be included in the next bi-weekly Director's Report.

RACIAL JUSTICE TASK FORCE

The Racial Justice Task Force convened on July 28th at 7 PM in Cleveland Heights City Council Chambers. The agenda focused on setting up committees and getting started on the committee work plans. The committees are as follows: Public Safety, Health and Wellness, Housing, Economic and Workforce Development, and Education. Once the committees have an opportunity to meet and update their work plans, the Task Force will share their progress with City Council.

**CEDAR-LEE-MEADOWBROOK REDEVELOPMENT
FRAMEWORK OF ANTICIPATED MEETINGS***

Initial Community Meetings

1. **Kick-Off Parking & Traffic Community Workshop #1** on existing conditions (8/5, 6 PM at the Library)
2. **Public Spaces and Connectivity Open House** (8/12, 6 PM, Atrium at City Hall)
3. **Architectural Board of Review (ABR) Preliminary Design Review Special Meeting** (Date and Time TBD, Council Chambers)
4. **Planning & Development Committee of Council Meeting** including Committee workshop on redevelopment of Cedar-Lee-Meadowbrook (Date and Time TBD, Council Chambers)
5. **Parking & Traffic Community Workshop #2** on recommendations (Date, Time, Location TBD)

Formal Review Process with Opportunities for Public Comment

6. **Planning Commission Public Meeting #1** (Date and Time TBD based upon receipt of application, Council Chambers)
7. **Planning Commission Public Meeting #2** (Date and Time TBD, Council Chambers)
8. **Board of Zoning Appeals (BZA) Public Meeting** (Date and Time TBD, Council Chambers)
9. **ABR Public Meeting** (Date and Time TBD, Council Chambers)

**Note: Meeting dates and locations subject to change, depending on CDC guidance regarding COVID-19, as well as other variables*

CEDAR-LEE-MEADOWBROOK DEVELOPMENT

COMMUNITY MEETINGS

KICK-OFF PARKING & TRAFFIC COMMUNITY WORKSHOP #1



Thursday, August 5



6:00 PM



Cleveland Heights-University
Heights Public Library

- 2345 Lee Road, Cleveland Heights, OH 44118 -

PUBLIC SPACES & CONNECTIVITY OPEN HOUSE



Thursday, August 12



6:00 PM



Cleveland Heights City Hall
Atrium

- 40 Severance Circle, Cleveland Heights, OH 44118 -



CITY OF
CLEVELAND
HEIGHTS

FLAHERTY & COLLINS
CITY ARCHITECTURE





To: Susanna Niermann-O'Neil, City Manager

From: Annette M. Mecklenburg, Chief of Police

Date: July 27, 2021

Subject: Police Department Update

Over the past couple of weeks, the Police Department received reports of attempted burglaries and burglaries on the south west end of the City that were occurring overnight. Thanks to the camera footage obtained from residents, Officers had a description of the suspect. Detectives set up a nightly detail in the area and on July 23, 2021, at 3:48 am they observed a suspect matching the description enter a backyard of a residence in the 2200 block of Coventry. Within minutes, the suspect was in custody. The suspect was identified as 39-year old Maurice Reynolds of Cleveland. He has been charged with criminal trespass and attempted burglary and is currently being held at the County Jail on a \$10,000 cash/surety bond. Detectives are continuing to investigate and additional charges are expected to be filed.

On July 6, 2021, around 12:27 pm Officers responded to a report of an aggravated robbery that just occurred at Uptown Mart, 1900 Lee Road. According to employees, the suspect entered the store and brandished a large gun, demanding that they open cash register. The employees immediately fled into a back room and called 9-1-1. The suspect attempted to open the cash registers himself, but was unsuccessful. The suspect then grabbed a variety of merchandise and ran out of the store. Officers quickly located the suspect in Cumberland Park and he was taken into custody without incident. The gun he used was recovered. The suspect was identified as 30-year old Chelston Toler of Cleveland Heights. He is being held at the County Jail on a \$75,000 cash/surety bond.

On May 3, 2021, the Cuyahoga County Diversion Center opened its doors. A one-of-a-kind facility in Ohio, the Diversion Center works with law enforcement agencies to help individuals involved in low-level offenses who are exhibiting signs and symptoms of mental illness and/or addiction receive the help, care and linkage to the community resources they need in a treatment environment rather than going to jail. Since opening, the CHPP has had the occasion to take a couple of individuals who committed low-level non-violent offenses to the Diversion Center for treatment in lieu of going to jail. The Police Department is excited about having the Diversion Center as a resource to assist those with the treatment they desperately need.

The CHPD is continuing its commitment to advance training of its officers by ensuring that all Officers attend the 40-hour Crisis Intervention Team Training offered through the



ADAMHS Board of Cuyahoga County. During the pandemic, the course was offered virtually. However, the course is returning to in-person training for all officers. The course provides Officers with updated information on engaging and communicating with people in crisis. The training covers review of mental illness and substance use disorder, use of the emergency certificate, overview of the new Diversion Center, de-escalation strategies and scenario-based activities. As part of the CIT initiative, the police department receives reimbursement in the amount of \$150 per officer, per day to help remove financial barriers to training. At least one-third of the Officers on the Department have completed this training and it is our goal to have the entire Department training within the next year.

The Police Department has officially joined Ring's Neighbors Public Safety Service. On July 13, 2021, a message was sent to residents using the ring Neighborhood App that the CHPD has joined the neighbors. We are very excited to be part of the Neighbors App and are looking forward to sharing information with our residents. We are still navigating the app and learning how everything works, but continue to look for postings from us. Joining the app will also allow us to ask residents for their assistance when certain things occur. "Requests for Information" can only be used when there is an active investigation taking place. There is no pre-determined message that will be sent to residents in an affected area, but our messages will be as descriptive and detailed as possible and will only be sent to specific areas that may have video or information about a crime. While we have not yet had the occasion to send out such a message, we will share one with everyone after we do. We are also looking forward to sharing safety tips with our residents to help make our community even safer.

The Police Department has completed a review and revision of all policies with the assistance of Lexipol. We have over 150 new policies that will be released to our Officers on August 2, 2021. After the policies are made available, Officers have 90 days to read and review the policies and ask questions or for clarification on any policies. After the 90 days, the policies will take full force and effect.

On June 15, 2021, Captain Christopher Britton successfully completed the LeadDIVERSITY Class of 2021 through the Diversity Center of Northeast Ohio. LeadDIVERSITY is a program in which a select group of professionals engage with community leaders and one another to raise awareness of diversity, inclusion and equity issues, build their leadership skills, and enhance their network. Each session is designed to help participants explore the concepts of diversity, equity, inclusion, and leadership and to analyze its personal, workplace, and community impact. Each class has up to 30 individuals who are selected through a competitive application process. Those selected have demonstrated proven leadership skills and exhibited a strong community



commitment. Congratulations to Captain Britton on his completion of the course and his dedication to our community.

As a reminder, the 7th Annual Safety Forces Night Out and Centennial Celebration is Tuesday, August 3rd from 6:00 – 9:00 pm at the Community Center. Members of the Police and Fire Departments will be on hand to meet and talk with residents. In addition, residents can get a first-hand look at all the equipment used by both departments, meet our K9 officers, and obtain a free bike license for their bike. We will have hot dogs, chips, ice cream and refreshments at no charge. Also, there will be a balloon twister, face painting, caricature artist, bouncy house, bike raffle and more. Hope to see everyone there!



Date: July 26, 2021

To: Susanna Niermann-O'Neil, City Manager

From: Collette Clinkscale, Director of Public Works

Subject: Public Works Update

Sanitary Sewer Evaluation Survey

Requirements		Due
Phase 1 SSES	CCTV - 393,658 LF	Complete
Phase 2 SSES	CCTV - 224,792 LF	Complete
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 May 21, 2021

	<u>Completed Thru May 21, 2021 (LF)</u>	<u>Overall Remaining (LF)</u>	<u>Overall Remaining (%)</u>
CCTV Phase 1	395,097	-	-
CCTV Phase 2	224,792	0	0%
MHs Phase 1	1,978	-	-
MHs Phase 2	1,115	-	-
Cleaning Total	695,500	-	-
Cleaning (2018) only	173,355	-	-
Cleaning (2019) only	304,188	-	-
Cleaning (2020) only	140,713	-	-
Cleaning (2021) only	92,210	39,790	30%

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)	19% 41,959 LF	45% 101,854 LF	36% 80,979 LF
Cleaning (2021) only	3% 4,111 LF	45% 58,813 LF	22% 29,286 LF
Cleaning Total	26% 185,361 LF	47% 332,964 LF	27% 192,141 LF

Other

Phase 2 SSES work has been completed on schedule as required by the Consent Decree.

Capital Projects

#20-06 – Delamere Drive Basement Flooding Relief

The Delamere project is moving into the final phase. Road restoration activities began on Delamere today. There have been no basement flooding reports during heavy rain since the project got underway.

Below photos are of Nottingham Lane restoration in progress.





#21-01 – Shannon Road Resurfacing & Waterline Replacement

All house connections have been completed with the exception of 1 property. Trench repair and paving work is expected to begin in the next two weeks. The City has temporarily arranged to collect refuse and recycling at 6:30am on trash collection day to avoid any delays in collection.

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

Work continues on East Overlook between Goodnor and Lee with spot curb replacement and manhole/catch basin adjustments. Washington and Demington will follow shortly thereafter. Pavement grinding is scheduled to begin this week.

#21-03 – 2021 Surface Treating Program

The contractor has experienced some delays and has not started work in Cleveland Heights yet. Work is expected to begin in the next week or two.

Public Work Division Updates

Utilities (Sewer) Division

The amended landfill fee and the new Capital Fee will be on the utility bills going out this week. Delinquent assessment notices will be mailed the first week of August.

Sewer crews have been working repairing catch basins and various manholes throughout the city. Crews jetted and vacuumed the catch basin at Barbara Boyd park and installed a French drain to the catch basin and installed gravel at the walkway at Barbara Boyd Park. In connection with the SSES, crews jetted and vacuumed various streets throughout the City and checked SSO's after the severe rain events over the past week. Crews also performed sewer service calls to several properties during this period.

Streets Maintenance Division

Street maintenance crews are out in full force this week hauling yard waste from Noble Road, repairing Cleveland Water cut-outs, and pot-hole patching and asphaltting.

.

Forestry Division

Forestry crews are out performing tree pruning and removals. YTD: Trimmed 361 trees, removed 179, planted 227 trees, stumps ground 164 and dumped 120 loads of woodchips and 19 loads of logs

Refuse & Recycling

The division continued to collect requests from senior for smaller carts and administrative staff continues to field questions about the upcoming switch to automation.

The week of August second will be bulk collection week. Bulk collection week is the first “full” week of the month Monday-Friday (Saturday in the event of a holiday). Each resident can place up to four bulk items out for collection on their regularly scheduled collection day. Additional bulk items and non-bulk day pick-ups can be scheduled for a fee.

www.clevelandheights.com/bulkbrushrequest

Crews have been diligently screening yard waste bags to ensure that there are no contaminants that could cause them to be rejected at the dumping facility. If any non-yard waste materials (plastic bags, plastic bottles, etc.) are detected, bags are being tagged. We will continue to run informative graphics in our bi-weekly newsletters and on social media to better inform our residents how they can assist in the success of recycling yard waste .

Other:

Urgent - The Public Works Department continues to experience staffing shortages and equipment related problems across most divisions.



Committee of the Whole

August 2, 2021

6:30 p.m.

Agenda

1. Legislation
2. Council Vacancy Charter Amendment
3. Dispatch Merger
4. Executive Session - *To review negotiation and bargaining sessions with public employees or their representatives concerning such employees' compensation or other terms and conditions of their employment.*



CLEVELAND HEIGHTS

AGENDA (tentative) – CLEVELAND HEIGHTS CITY COUNCIL MEETING **COUNCIL CHAMBERS**

Monday, August 2, 2021
Regular Meeting
7:30 p.m.

Cleveland Heights City Hall
40 Severance Circle
Cleveland Heights, Ohio

- 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 June 7, 2021 and June 21, 2021**
- 5) Personal communications from citizens**
- 6) Report of the City Manager**

Request permission to bid project #21-06 – Superior Road Rehabilitation & Waterline Replacement

Matter of Record

Refer to: Municipal Services Committee

Request permission to bid project #21-07 – East Overlook Resurfacing & Waterline Replacement

Matter of Record

Refer to: Municipal Services Committee

- 7) Report of the Clerk of Council**
- 8) Committee Reports**

a.) MUNICIPAL SERVICES COMMITTEE -

RESOLUTION NO. 100-2021 (MS). A Resolution authorizing the City Manager to enter into an amendment to an agreement with Black and Veatch for

professional consulting services in connection with the City’s Sanitary Sewer Overflow Control Project

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

b.) PLANNING AND DEVELOPMENT COMMITTEE

ORDINANCE NO. 101-2021 (PD). An Ordinance adopting procedures for the transfer of 3424 Beechwood Avenue, received through the City of Cleveland Heights Land Reutilization Program, to FutureHeights, Inc.; declaring the property no longer needed for a public purpose

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

RESOLUTION NO. 102-2021 (PD). A Resolution authorizing the City Manager to execute a First Amendment to Grant Agreement with Cuyahoga County to fund the Cleveland Heights-SBA Small Business Performance Grant Program

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

***MOTION** to extend the period of time for the Planning Commission to consider the proposed zoning amendments transmitted via Resolution 70-2020 until August 20, 2021.

Moved by Council Member _____

Vote _____ _____
 For Against

c.) **PUBLIC SAFETY AND HEALTH COMMITTEE**

ORDINANCE NO. 103-2021 (PSH). An Ordinance amending various sections of Chapter 373, “Bicycles and Motorcycles,” of Part Three, *Traffic Code*, of the Codified Ordinances of the City of Cleveland Heights

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

ORDINANCE NO. 104-2021 (PSH). An Ordinance authorizing an agreement with the Chagrin Valley Dispatch Council (CVD), a regional Council of Governments, pursuant to Ohio law, to join CVD’s joint Police, Fire and Emergency Medical Services communications system for the dispatch of Police, Fire and EMS services in and for multiple communities, and authorizing the City to approve the dissolution of the Heights Hillcrest Communications Center (HHCC).

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

d.) **ADMINISTRATIVE SERVICES COMMITTEE**

ORDINANCE NO. 105-2021 (AS). An Ordinance to accept the fact finding recommendations in the matter of the City of Cleveland Heights and the Ohio Patrolmen’s Benevolent Association (OPBA), SERB Case Nos.: 2020–MED-12-1424; 2020-MED-12-1425; and 2020-MED-12-1426

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

ORDINANCE NO. 106-2021 (AS). An Ordinance repealing Section 107.02(a) of Chapter 107, “Public Meetings,” of Part One, Administrative Code, of the Codified Ordinances of the City of Cleveland Heights; adopting a replacement

Section 107.02(a) of Chapter 107, “Public Meetings”; amending Section 107.02(b)

Introduced by Council Member _____

Vote _____ _____ _____
 For Against No. Reading

e.) **COMMUNITY RELATIONS AND RECREATION COMMITTEE**

f.) **FINANCE COMMITTEE**

ORDINANCE NO. 107-2021 (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 _____

Vote _____ _____ _____
 For Against No. Reading

9) **Council President’s Report**

10) **Adjournment**

NEXT MEETING OF COUNCIL: MONDAY, August 16, 2021

Proposed: 8/2/2021

RESOLUTION NO. 100-2021 (MS)

By Council Member

A Resolution authorizing the City Manager to enter into an amendment to an agreement with Black and Veatch for professional consulting services in connection with the City's Sanitary Sewer Overflow Control Project; and declaring an emergency.

WHEREAS, the City is working to implement a partial consent decree with the U.S. and Ohio Environmental Protection Agencies with regard to the City's Sanitary Sewer Overflow Control project, which work has included new information management systems, implementation of a Capacity, Monitoring, Operations and Maintenance Plan, and a detailed Sewer System Evaluation Survey (SSES), conducted in two phases; and

WHEREAS, the City identified a need for a financial consultant to conduct a financial capability assessment, to assess the costs of all Clean Water Act obligations, and to develop a financial plan that can sustain the necessary infrastructure improvements based upon the City's priorities, taking into account the City's unique conditions and challenges, and protect City ratepayers from rate shock and undue financial burden; and

WHEREAS, pursuant to Resolution No. 117-2020, this Council authorized the City Manager to enter into an agreement with Black and Veatch in an amount not to exceed Eighty Five Thousand Dollars (\$85,000.00) absent further written authorization from the City, for the provision of financial consulting services in connection with the development of the City's Integrated Overflow Control Master Plan (IOCMP); and

WHEREAS, in the course of its performance and due to additional, unexpected tasks and meetings beyond that provided in its original scope of services and estimated costs, Black and Veatch has incurred an additional Nine Thousand Three Hundred and Fifteen Dollars (\$9,315.00) in project fees; and

WHEREAS, in furtherance of the City's submittal of the Integrated Overflow Control Master Plan to the United States of America, the U.S. Environmental Protection Agency and the State of Ohio, as authorized by Council pursuant to Resolution No. 64-2021, Black and Veatch anticipates the need to provide additional financial consulting services and to participate in meetings, has proposed providing on-call services in connection therewith, and has estimated a cost of Thirty Thousand Dollars (\$30,000.00) for these additional services;

WHEREAS, the Director of Public Works and the City Manager have recommended that the City continue to utilize the services of Black and Veatch.

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

RESOLUTION NO. 100-2021 (MS)

SECTION 1. The City Manager shall be, and she is hereby, authorized to enter into an amendment to a professional services agreement and any related documents with Black and Veatch in an amount not to exceed Thirty-Nine Thousand Three Hundred and Fifteen Dollars (\$39,315.00), for continued professional consulting services in connection with the City's Sanitary Sewer Overflow Control Project.

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 to continue the above-referenced professional consulting services uninterrupted to timely meet partial EPA consent decree requirements. 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:



July 2, 2021

Ms. Collette Clinksdale
Public Works Director
40 Severance Circle
Cleveland Heights, Ohio 44118

B&V Project No.: 407104

Dear Ms. Clinksdale:

Black & Veatch Management Consulting LLC (“Black & Veatch”) has recently completed for the City of Cleveland Heights (“City”) a Sewer Rate Study and Affordability Analysis (“Study”). We value our relationship with the City and are committed to continuing to provide the analysis and support the City requires as it moves forward with the discussion of its Integrated Overflow Control Master Plan (IOCMP) submittal to federal regulators, and subsequently negotiates a final IOCMP.

During the course of our engagement, the Black & Veatch team has expended additional effort in the execution of the Study, due to additional analytical tasks and meetings that are beyond that anticipated in our original scope of services and budget included in our existing Contract. While we have diligently managed the budget to prioritize the level of effort needed on certain tasks, we have exceeded our available existing budget. As such, we are submitting this request for additional fee to accommodate the additional scope of work that has been incurred in completing the Study. We have also included as a separate item, for your consideration, on-call services related to the on-going preparation of materials and discussion in support of the City’s negotiations with U.S. EPA related to the City’s consent decree.

EXISTING CONTRACT/BUDGET

Table 1 summarizes the budgeted level of effort and costs for each task in our existing contract. The original work included seven (7) tasks, for a total of \$84,745 total project fee.

Table 1 – Existing Contract Level of Effort and Fee

Sewer Rate Study and Affordability Analysis Work Effort and Project Fee		
Project Task	Work Effort	Project Fee
	Hours	Total (\$)
Task 1: Project Management and Data Collection	22	\$ 5,390
Task 2: FCA & Affordability Analysis	190	\$ 34,100
Task 3: Financial Plan Development	103	\$ 19,570
Task 4: Projected Rate Increases and Typical Bill Impact	16	\$ 2,690
Task 5: Peer Utility Benchmarking	14	\$ 2,480
Task 6: Meetings and Presentations	38	\$ 8,230
Task 7: Draft and Final Study Report	52	\$ 12,335
Direct Expenses		\$ -
Estimated Work Effort and Project Fee	435	\$ 84,745

ADDITIONAL EFFORT

Following is a description of the additional level of effort incurred.

Task 3: Financial Planning/Rate Impact

Our scope of work and budget included time to provide a financial plan based on a maximum annual capital spend rate and up to three (3) additional long-range plans to evaluate the impact of alternative capital programs. Based on discussion and feedback from City management, City Council and the public, numerous additional scenarios have been evaluated, with expanded charts and tables prepared to answer questions from City management, City Council and the public. Black & Veatch was also asked to develop a scenario in June 2021, following the City's submittal of the IOCMP, in response to a request by a City Council member.

Task 6: Meetings and Presentations

The original budget provided for three (3) meetings, including the project initiation meeting (Task 1), and two additional meetings to discuss assumptions and findings, and help finalize key recommendations/actions. The original budget also included one (1) presentation of final results to City Council.

As the Study progressed, rather than proceeding as a standalone study with a rapid schedule and completion in January 2021, Black & Veatch continued to collaborate with the City, legal counsel and the City's program manager. As such, the schedule extended from a January 2021 completion date to late May 2021. Consequently, Black & Veatch prepared materials for and participated in two additional City Council meetings. The subject of the first City Council meeting was a summary of the analysis to date and several scenarios for discussion and input, as presented to City Council on March 22, 2021. Subsequently, Black & Veatch presented at a

second City Council meeting on May 10, 2021, and also attended, per City's request, the City Council's special meeting on May 24, 2021.

In addition, Black & Veatch prepared materials for and presented at two public webinars, held on April 21, 2021 and April 29, 2021. Effort included the development of materials, calls with the City and others in preparation for the webinars.

Finally, in final months leading up to the submission, Black & Veatch was requested to join weekly planning calls. While our original budget did reflect the availability for additional calls as needed primarily to discuss issues pertaining to data and analysis, the weekly planning calls, and extension of our project schedule from January to end of May resulted in additional effort not anticipated in the original budget.

Task 7: Draft and Final Study Report

In addition to the development of our draft and final report, Black & Veatch also prepared a draft chapter for the IOCMP submittal, and provided overall review comments/edits on the full IOCMP report.

Task 5: Peer Utility Benchmarking

The original contract included a limited peer utility benchmarking for up to 10 peer utilities. As the Study progressed, the concern regarding affordability focused on impact of the cumulative cost of NEORSD and City CWA costs, and there was no expressed concern regarding a comparison of the City's rates with other utilities. Therefore, this task was not completed. The original budget reflected 14 hours, and a cost of \$2,480. Our request for additional budget has been adjusted to reflect the use of the budget for Task 5 for a portion of the increased costs for Tasks 3, 6, and 7.

OVERALL IMPACT TO BUDGET

The net impact of the additional work effort less the savings from Task 5 is approximately 35 hours and \$9,315 in additional project fees.

PROPOSED ON-CALL SERVICES: CONSENT DECREE NEGOTIATION SUPPORT

At some point following the City's June 1, 2021 submittal of the IOCMP, we expect U.S. EPA to respond to the City's IOCMP submittal with questions, requests for additional information, meetings, etc. as it continues its review of the City's IOCMP, and transition into a period of negotiation with the City. Because of the uncertainty regarding timing and extent of Black & Veatch's participation in such activities, the cost of such meetings was not included in our original contract and has not been included in the above discussion of impact to project budget. We are committed to continuing to support the City during this time, and as such, recommend that preparation for and participation in such meetings be conducted on a Time and Material (T&M) basis, and would be provided as additional services at the City's request not to exceed a certain amount based on the the following billing rates. Our total request below assumes \$30,000 for such additional on-call services.

BILLING RATES

The following billing rates are proposed for services beginning July 2021. Rates reflect an approximately 3-5% increase over the original billing rates, as outlined in the Contract for additional services.

Job Description	Hourly Billing Rates (\$/Hr)
Clerical/Administrative Support	\$99
Support Analyst	\$120
Business Analyst	\$180
Senior Analyst	\$202
Consultant	\$225
Manager	\$260
Principal Consultant	\$294
Director/Managing Director	\$305

These rates will be effective for one year, escalated thereafter by approximately 3-5% annually thereafter.

SUMMARY OF REQUEST FOR ADDITIONAL SERVICES

We respectfully request that our original fee of \$84,745 be amended to include an additional amount of \$39,315, for a new total authorized fee of \$124,060 based on the scope adjustments and addition of "On-Call" services discussed herein.

If you have any questions, please do not hesitate to contact Pam Lemoine at (636) 288-2892 or lemoinepr@bv.com.

Very truly yours,
BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Prabha Kumar
Managing Director

Pam Lemoine
Principal Consultant



Memorandum

To: Susanna Niermann-O'Neil-City Manager
From: Allan Butler- Housing Programs Director
Date: July 30, 2021
Re: 3424 Beechwood transfer

The attached legislation authorizes the title transfer of the real properties at 3424 Beechwood Ave. PPN(684-29-120) from the City of Cleveland Heights Land Reutilization Program (CHLRP) to Future Heights Inc. for the purpose of renovation by means of their Future Homes Program.

The City of Cleveland Heights, per Resolution No. 24-2021 has entered into First Extension of Development Services Agreement and Project Approval with Future Heights to perform services as a community development corporation for the City. City Council members have indicated that they desire to see Future Heights Inc. complete renovation projects in the Noble Rd. neighborhood and Taylor Rd/Desota Ave. areas. The current request for the transfer of 3424 Beechwood Ave. from the City's Land Bank to Future Heights supplies Future Heights with a property in this identified target area. The Cuyahoga County Land Bank through the Housing Dept. directive has also prepared Pass-Through Agreements to Future Heights for vacant State Forfeiture properties at 832 Woodview Rd., 3868 Monticello Blvd., 1040 Elbon Rd., and 3406 Cummings Rd. which will provide Future Heights additional properties within the target areas identified by Council.

The vacant property at 3424 Beechwood was deeded to the City Land Bank on 11/3/2020 through the tax foreclosure process which was initially filed on this parcel on 8/29/2018 and had a total unpaid tax balance of \$67,148.

Proposed: 8/2/2021

ORDINANCE NO. 101-2021 (PD)

By Council Member

An Ordinance adopting procedures for the transfer of 3424 Beechwood Avenue, received through the City of Cleveland Heights Land Reutilization Program, to FutureHeights, Inc.; declaring the property no longer needed for a public purpose; and declaring an emergency.

WHEREAS, pursuant to Ordinance No. 33-2009, this Council adopted and implemented the procedures set forth in Chapter 5722 of the Ohio Revised Code for a Land Reutilization Program, known as the Cleveland Heights Land Reutilization Program; and

WHEREAS, the City of Cleveland Heights (“City”) currently owns certain real property located at 3424 Beechwood Avenue, Permanent Parcel No. 684-29-120 (“Property”); and

WHEREAS, the City obtained the Property through its Land Reutilization Program; and

WHEREAS, the City has determined that it has no need for the Property and therefore the Property does not serve a public purpose; and

WHEREAS, FutureHeights, Inc. (“FutureHeights”) is a non-profit corporation, which promotes a vibrant and sustainable future for Cleveland Heights through innovative ideas and civic engagement; and

WHEREAS, pursuant to Resolution No. 97-2018, the City and FutureHeights entered into a Development Services Agreement with FutureHeights to perform services as a community development corporation for the City; and

WHEREAS, pursuant to Resolution No. 24-2021, the City and FutureHeights entered into a First Extension of Development Services Agreement and Project Approval to continue performing such services; and

WHEREAS, Resolution No. 24-2021 and the corresponding Agreement identified certain primary priority areas for project approvals, including the area in which the Property is located; and

WHEREAS, pursuant to the City’s agreement with FutureHeights, transfer of the Property would be in the best interests of the City and its residents; and

WHEREAS, Section 110.04 of the Cleveland Heights Codified Ordinances authorizes Council to enact an ordinance to adopt procedures for the conveyance of real property not needed for public purpose.

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

SECTION 1. This Council hereby determines that the City-owned real property located at 3424 Beechwood Avenue, Permanent Parcel No. 684-29-120 ("Property"), is not needed for a public purpose.

SECTION 2. Pursuant to the authority of City Council set forth in Section 110.04 of the Codified Ordinances of the City of Cleveland Heights, this Council hereby authorizes the City Manager to transfer the Property to FutureHeights, Inc. upon receipt of necessary approvals, forms, terms, and conditions deemed appropriate by the City Manager.

SECTION 3. Documents implementing the above transaction shall be approved as to form by and subject to the final approval of the Director of Law.

SECTION 4. 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 5. This Ordinance 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 transfer the property to begin rehabilitation work at the earliest time permitted by law. Wherefore, provided it receives the affirmative vote of five 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 the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

Proposed: 8/2/2021

RESOLUTION NO. 102-2021 (PD)

By Council Member

A Resolution authorizing the City Manager to execute a First Amendment to Grant Agreement with Cuyahoga County to fund the Cleveland Heights-SBA Small Business Performance Grant Program; and declaring an emergency.

WHEREAS, pursuant to Resolution No. 107-2017, this Council authorized the City Manager execute a Grant Agreement with Cuyahoga County to establish and fund the Cleveland Heights-SBA Small Business Performance Grant Program (the “Program”) and established the guidelines for said program to assist small businesses and create jobs; and

WHEREAS, the Program provides performance grants in the form of forgivable loans (hereinafter referred to as the “Performance Grants”) to qualifying small businesses that are seeking SBA-guaranteed bank loans that meet certain guidelines; and

WHEREAS, pursuant to Resolution No. 107-2017, the City established a Cleveland Heights-Cuyahoga County Credit Enhancement Fund (hereinafter referred to as the “Fund”) pool to provide the capital necessary to make the Performance Grants to qualifying small businesses through the Program; and

WHEREAS, the City committed funding resources totaling Fifty Thousand Dollars (\$50,000) exclusively to capitalize the Fund pool, and the County provided a grant of One Hundred and Fifty Thousand Dollars (\$150,000) to further capitalize the Fund pool; and

WHEREAS, there are funds remaining in the Fund from the County’s original grant, and the Parties desire to extent the Grant Agreement to extend the term of the same and to provide additional funding to the Program.

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

SECTION 1. The City Manager shall be, and she is hereby, authorized to enter into a First Amendment Grant Agreement and any related documents between Cuyahoga County and the City to continue funding the Cleveland Heights-SBA Small Business Performance Grant Program. Said First Amendment to Grant Agreement shall provide for a contribution of Forty-Two Thousand Five Hundred Dollars (\$42,500.00) of City funds, with Cuyahoga County providing a match contribution of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500). The agreement and all documents related thereto shall be approved as to form by and subject to the final approval of the Director of Law.

RESOLUTION NO. 102-2021 (PD)

SECTION 2. All remaining provisions of Resolution No. 107-2017 not inconsistent herewith shall remain in full force and effect.

SECTION 3. 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 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 meet county deadlines to provide needed assistance to small businesses in the City. 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 STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:



**FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
THE CITY OF CLEVELAND HEIGHTS
TO FUND THE CLEVELAND HEIGHTS-SBA SMALL BUSINESS
PERFORMANCE GRANT PROGRAM**

THIS FIRST AMENDMENT TO THE AGREEMENT (the "First Amendment") is made and entered into this November _____, 2020 ("**Effective Date**"), by and between the **County of Cuyahoga, Ohio**, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may be amended, modified, and supplemented to the effective date hereof (hereinafter referred to as the "**County**"), on behalf of the Department of Development, and the **City of Cleveland Heights**, a political subdivision, with principal offices located at 40 Severance Circle, Cleveland Heights, OH 44118 (hereinafter referred to as the "**Grantee**") under authority of Ordinance No. _____ passed _____, 2017 and as amended by Ordinance No. _____, passed by Cleveland Heights City Council on _____, 20__.

WITNESETH:

WHEREAS, the County is authorized and empowered by the provisions of Section 307.07 of the Ohio Revised Code, to spend monies from the general fund for economic development purposes and;

WHEREAS, the County and Grantee entered into an agreement on October 1, 2017 (the "Agreement") to assist small businesses in Cleveland Heights by providing sources of capital to certain lending and grant programs that help these businesses grow and create jobs by utilizing the SBA loan guarantee program; and

WHEREAS, pursuant to the Agreement, the Grantee established the Cleveland Heights-SBA Small Business Performance Grant Program (hereinafter referred to as the "**Program**"), whereby the City of Cleveland Heights provides performance grants in the form of forgivable loans (hereinafter referred to as the "**Performance Grants**") to qualifying small businesses that are seeking SBA-guaranteed bank loans; and

WHEREAS, pursuant to the Agreement, the Grantee established a Cleveland Heights-Cuyahoga County Credit Enhancement Fund (hereinafter referred to as the

“Fund”) pool to provide the capital necessary to make the Performance Grants to qualifying small businesses through the Program; and

WHEREAS, the Grantee committed funding resources dedicated exclusively to capitalizing said Cleveland Heights-Cuyahoga County Credit Enhancement Fund pool; and

WHEREAS, the County provided a \$150,000.00 Grant to provide matching funds to the Fund equal to that of the Grantee’s funding commitment;

WHEREAS, the Agreement has continued on a month-to-month basis since there are funds remaining in the Fund from the County’s original Grant to Grantee per Section 1.03(c) of the original grant agreement;

WHEREAS, the County and Grantee now desire to extend the term of the Agreement and to provide additional funding to the Program; and

NOW THEREFORE, in consideration of mutual promises hereinafter set forth, the County and the Grantee do hereby agree as follows:

- I. **Financing Sources for the Project.** Section 1.02(b) is hereby amended to provide for the following additional Grant funding:
 1. The County hereby agrees to provide an additional \$127,500 to the Fund for a total Grant of \$277,500.
 2. The City of Cleveland Heights hereby agrees to provide an additional \$42,500 to the Fund for a total amount of \$92,500.
 3. The total Fund amount shall now be of \$370,000.
- II. **Term and Timetable for Project Activities.** Section 1.03(a) is hereby amended to extend the term of the Agreement through December 31, 2021.
- III. **Disbursement.** Section 3.02 is hereby amended with the following clause:

“The County shall process a disbursement for the entire additional Grant of \$127,500 to the Grantee upon receipt of acceptable documentation that demonstrates that the Grantee will meet any and all requirements outlined in Exhibits A and B for the establishment of the Program and the Fund.”
- IV. **Applicable County Ordinances.** Section 4.07 is hereby deleted and replaced with the following:

“**Applicable Law; Cuyahoga County Code.** All contracts with the County, including this Agreement, are subject to the Cuyahoga County Code and all applicable laws, ordinances, resolutions, regulations, rules and policies of the County including, but not limited to, Title 4 pertaining to Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures.

The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

- V. **Exhibits**. Exhibits A, B and C attached hereto shall replace the original exhibits to the Agreement.
- VI. **Full force and effect**. County and Grantee hereby mutually acknowledge and agree that this First Amendment has been fully executed and delivered and is hereby ratified. Except as expressly modified or amended by this First Amendment, all the terms and provisions of the Agreement, shall remain unchanged and in full force and effect. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, as amended, the terms and provisions of this First Amendment shall, in all instances, control and prevail.
- VII. **Electronic Signature**. By entering into this First Amendment, the undersigned agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The undersigned also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of County.

[SIGNATURE PAGE TO FOLLOW]

Authorized representatives of the parties to this Agreement indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____

City Manager

Date: _____

The legal form and correctness
of this Agreement is hereby approved:
City of Cleveland Heights, Ohio

By: _____

_____, Director of Law

Date: _____

COUNTY OF CUYAHOGA, OHIO

By: _____

Armond Budish, County Executive
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

Date: _____

The legal form and correctness
of this Agreement is hereby approved:
County of Cuyahoga Law Department
Gregory Huth, Director of Law

By: _____

Assistant Director of Law

Date: _____

EXHIBIT A

CLEVELAND HEIGHTS-SBA SMALL BUSINESS PERFORMANCE GRANT PROGRAM

SCOPE AND PROCESS OF THE PROGRAM

PURPOSE:

- To foster and accelerate small business entrepreneurship through startups and expansions within the City of Cleveland Heights (“**City**”); thus promoting the growth of these businesses and creating new jobs for the community.
- To provide funds to attract or maintain small businesses, including, but not limited to, those businesses that need to close a financing gap due to its lack of sufficient cash resources to qualify for conventional bank financing, by providing these entrepreneurs with a performance grant in the form of a forgivable loan (i.e. Performance Grant), as well as providing technical assistance from a program-dedicated, SBA-certified Small Business Development Center (**SBDC**).
 - With a performance grant/forgivable loan from the Lakewood-Cuyahoga Credit Enhancement Fund, coupled with technical assistance from the SBDC, the combined assistance is structured to achieve an SBA-guaranteed bank loan for the small business.

DESCRIPTION OF THE BASIC PROGRAM:

- The qualifying small business borrower (the “**Borrower**”) provides the City with a detailed description of its start-up business plan or expansion project (the “**Borrower’s Project**”).
- The business will be required to identify the 10% equity that it will be contributing to the Borrower’s Project.
- The City will assist the business in applying to a bank for an SBA guaranteed loan for the Borrower’s Project.
- The Cleveland Heights-Cuyahoga Credit Enhancement Fund will provide cash in the form of a performance grant/forgivable loan (the “**Performance Grant**”) for 15% of the Borrower’s Project cost up to a maximum amount of \$50,000.
- The remaining amount (i.e. 75%) will be provided through an SBA-guaranteed bank loan. The City’s performance grant/forgivable loan is subordinated, put on standby, and forgiven over a specified period.
- The Borrower is also required to obtain technical assistance through the SBDC selected by the Borrower.

- The Borrower is required to provide the following information to the City on each job created and retained:
 - Rate of pay (hourly wage and usual number of hours worked per week;
 - Whether or not the job provides access to health insurance and other benefits;
 - Whether or not the job provides access to a retirement savings plan;
 - The race of the person holding the job (retained) or newly hired for the job (created); and
 - The race of the business owner.

TO APPLY, A SMALL BUSINESS MUST DEMONSTRATE/PRESENT THE FOLLOWING:

- That the primary operating location of the business is within the city limits of Cleveland Heights;
- The name(s), contact information, and principal owner(s) of the Borrower;
- That annual sales of the business/Borrower do not exceed the established SBA size standards;
- A detailed description of the Borrower's Project, the cost of the Borrower's Project, sources & uses of project funding, and the number & types of jobs to be created or retained. The Borrower's Project may include start-up operations, working capital, the purchase of machinery & equipment, property or building renovation/expansion; and
 - The completed Application Form to the City (see Attachment 1 to Exhibit B).

TO QUALIFY FOR A PERFORMANCE GRANT A SMALL BUSINESS MUST:

- Demonstrate that at least 10% equity from the Borrower is available for the Borrower's Project;
- Receive technical assistance (business plan instruction) through the SBDC selected by Borrower;
- Qualify for an SBA 7(a) or SBA 504 guaranteed bank loan; and
- Commit to meet the City's Forgivable Loan Criteria (see Attachment 1 to Exhibit B).

PROCESS:

1. The City will provide a commitment letter to the small business borrower stating that the business is eligible for the Program and a Performance Grant contingent upon completion of the business plan and/or technical assistance provided by the SBDC selected by Borrower, verification by a participating lender or a certified development company of the Borrower's 10% equity, and the approval of an SBA loan through a participating lender or by a certified development company. A copy of the commitment letter will go to the County, the SBDC selected by Borrower, the SBA and the participating bank. If it is a 504 loan, a copy will go to Growth Capital Corporation.
2. Provided the Borrower completes the business plan and/or technical assistance requirement and is approved for either an SBA 7(a) or 504 loan, the City will enter into a forgivable loan agreement with the Borrower that states the Borrower's commitment to the Borrower's Project and the dollar amount of the Borrower's Project, as well as the fact that the Borrower will be receiving a Performance Grant based on the Borrower's commitment to meet the City's Forgivable Loan Criteria. The City-Borrower agreement will also state that the Performance Grant will take the form of a note of a specified period and that said note is forgivable over the specified period. The City-Borrower agreement will also state that the note is subordinated to the SBA 7(a) or 504 loan and is immediately put on full standby (no payments on the note are to be made by the Borrower).
3. The City and the participating lender or certified development company will coordinate the timing of the loan so that they occur at the same time and on the same date.

PROGRAM EVALUATION:

After each year in operation, SBA will evaluate the program by measuring current and past SBA loan volume in the City.

Cuyahoga County will evaluate the program each year by evidence of the achievement of the City's Performance Grant Program's job creation and retention as stated in Attachment 1 to EXHIBIT B.

EXHIBIT B

CLEVELAND HEIGHTS-CUYAHOGA COUNTY CREDIT ENHANCEMENT FUND

SCOPE AND USE OF THE FUND

PROGRAM GUIDELINES

PURPOSE:

- To combine City and County funding resources toward fostering and accelerating small business startups and expansions in the City of Cleveland Heights (“**City**”) which desires new entrepreneurship and high growth.
- To provide funds to attract or maintain small businesses, including, but not limited to, those businesses that need assistance to close a financing gap due to its lack of cash resources to qualify for conventional bank financing, by providing these entrepreneurs with a performance grant/forgivable loan (i.e. **Performance Grant**) and technical assistance from the SBDC selected by Borrower; said assistance combined to achieve an SBA guaranteed bank loan.
- To have the City lead the funding and programmatic operation of the initiative in securing small businesses the above-stated capital financing and negotiating the other critical pathways needed for their success.

QUALIFICATIONS OF MUNICIPALITY PARTICIPATION:

City to provide documentation in a form that is acceptable to the County that a program has been established in a manner that is consistent with EXHIBIT A -“SCOPE AND PROCESS OF THE PROGRAM.”

- Firm commitment of \$50,000 - \$200,000 by the City to the Cleveland Heights--County Credit Enhancement Fund, set aside for a two-year period, which will be utilized to provide performance grants/forgivable loans for qualified small business borrowers.
- Demonstrated bank interest for participation in the City's Program.

REQUIREMENTS OF CITY:

- City to certify that it possesses the legal authority and has appropriated funds to meet the requirements of the contract as provided in the attached form – EXHIBIT C.
- Establish an intake point-person who will be responsible for administering the Program and act as coordinator with the County, the SBDC selected by Borrower and the SBA as provided in EXHIBIT A.
- The point person will also be responsible for handling the business needs that are associated with the application such as obtaining any City permits and approvals. The City may also offer other incentives to the business such as waiver of permit fees and tax abatement, etc.

JOB CREATION EVALUATION AND REPORTING:

- Performance of the City will be evaluated according to the City's loan criteria ("Forgivable Loan Criteria") set forth in Attachment 1 to this EXHIBIT and by a standard job creation/retention goal of one (1) job created and/or retained per each \$35,000 of grant capital provided.
- The City to provide documentation to the County on a quarterly basis, detailing for each specific loan: the business name/address/owner(s), the description of the Borrower's Project, the extent to which the City's Forgivable Loan Criteria have been met, total loan amount, uses of the funds, close date, and loan forgiveness timetable. Reporting must include the following information for each job created and each job retained:
 - Rate of pay (hourly wage and usual number of hours worked per week;
 - Whether or not the job provides access to health insurance and other benefits;
 - Whether or not the job provides access to a retirement savings plan;
 - The race of the person holding the job (retained) or newly hired for the job (created); and
 - The race of the business owner.

OTHER DOCUMENTATION REQUIRED:

- The City's Forgivable Loan Criteria in Attachment 1 (including targeted industries and targeted areas), and Loan Agreements, Notes and Subordination boilerplates will be provided to the County.
- The City's Program requirements (e.g. lending caps, small business borrower qualifications, required business plans, and SBDC technical assistance) will be provided to the County.

PARTNERS, DEFINITIONS, ROLES AND RESPONSIBILITIES:

CERTIFIED DEVELOPMENT COMPANY ("CDC"): a nonprofit corporation that promotes economic development within its community through the SBA 504 Loan Program.

PERFORMANCE GRANT: A forgivable loan from a Participating Municipality to an eligible small business borrower. Said forgivable loan is funded by both the Municipality and Cuyahoga County through the community's designated Municipal-County Credit Enhancement Fund. The Performance Grant is forgiven over a specified period. The Performance Grant is subordinated and placed on standby, and thus considered equity by the SBA.

PARTICIPATING MUNICIPALITY: A qualified Municipality in Cuyahoga County that creates and operates a Municipal-SBA Small Business Performance Grant Program and assembles and operates an associated Municipal-Cuyahoga County Credit Enhancement Fund, as described above, for the benefit of qualified small business borrowers within its community.

APPLICANT: A small business eligible under the SBA capital access loan programs, publicized under SOP 5010. Applicants must use all project funding as stated in their business plan and SBA application.

UNITED STATES SMALL BUSINESS ADMINISTRATION: The Cleveland District Office of the U.S. Small Business Administration will help identify participating municipalities, coordinate lender participation in the Initiative, assist borrowers in obtaining SBA bank approvals and track loan approvals. SBA will nominate a point person to manage SBA's responsibilities under the Initiative. Said point person will be Ray Graves.

CUYAHOGA COUNTY: Cuyahoga County will provide matching grant funds to a qualifying Municipal-Cuyahoga County Credit Enhancement Fund with a Participating Municipality that will be used to provide performance grants/forgivable loans (i.e. Performance Grant) to qualifying small businesses within the municipality.

BUSINESS PLAN: The business plan must be prepared with guidance from the Small Business Development Center ("SBDC"), as selected by Borrower. Said business plan must contain reasonable projections, a clear sources and uses of funding statement, and any other requirements determined by the SBDC. If a business plan is not appropriate, the SBDC must render the relevant technical assistance and explain the nature of said assistance to the Participating Lender or CDC as well as the SBA.

PARTICIPATING LENDER: Lender participation will be solicited by the Cleveland District Office of the SBA. Participating Lenders must agree to inform the Cleveland District Office when an Applicant receives approval and authorization. Participating Lenders must have an SBA 750 Agreement on file with SBA or be a Certified Development Company. Participating Lenders must agree to make potential Applicants aware of the program. Generally, any lender willing to participate in the program and who has a valid lending agreement with the SBA can participate. Participating Lenders must designate a point person at the bank to facilitate the review and processing of SBA loans made under this Initiative. Participating Lenders are responsible for confirming that all project proceeds are used for SBA-eligible purposes and for confirming the borrower's equity participation, plus comply with all SBA Standard Operating Policies ("SOPs") and Regulations.

SMALL BUSINESS DEVELOPMENT CENTER ("SBDC"): The SBA administers the Small Business Development Centers Program to provide management assistance to current and prospective small business owners. There are now 62 such SBA-certified Lead SBDCs, with a network of their 900 service locations around the nation.

ATTACHMENT 1 TO EXHIBIT B

CITY OF CLEVELAND HEIGHTS Forgivable Loan Criteria

Target market:

- The program is open to existing Cleveland Heights businesses and new businesses locating in Cleveland Heights that meet Small Business Administration criteria to be defined as a “small business”
- Emphasis will be placed on businesses located in or proposing to locate in the commercial districts with vacancy rates above 20% (see attached map)

Criteria:

- Forgivable loans can be used for capital expenditures, building purchase and rehabilitation, tenant improvements and equipment;
- Working capital, marketing/sales expenses, and other soft costs may be considered on a project by project basis;
- Business Requirements to receive City approval:
 - Business Plan with projections signed off by the Small Business Development Center (SBDC);
 - Financial statements for the past three years (existing businesses)
 - Current and projected payroll for the forgivable loan payback period
 - Resumes of all principals with 10% ownership
 - Clear delineation of uses of forgivable loan
 - Approved use by the Planning, Building and Fire Departments

Process:

- Business submits application for forgivable loan with required documents
- Parallel process to obtain planning and building/fire approval to proceed
- Upon review of the application and required documents, eligible businesses will be issued a letter stating they have been preliminarily approved by the City to utilize the program.
- The final approval by the City Manager and awarding of funds is contingent on the business obtaining and closing on an SBA loan through a financial institution.
- The forgivable loans will be forgiven one-third of the original balance each year for three years as long as the business is in compliance with the requirements in the loan documents.

EXHIBIT C

AUTHORIZATION AND CERTIFICATION DEPARTMENT OF DEVELOPMENT

I. GENERAL INFORMATION

Contact Person: Tim Boland

Title: Economic Development Director

Phone #: 216-291-4857

Fax #: 216-291-5758

E-Mail: tboland@clvhts.com

Community: Cleveland Heights

Address: 40 Severance Circle

Zip Code 44118

Main Phone #: 216-291-4444

Fed Tax ID #: 346000688

II. LEGAL AUTHORITY

I certify that this Community possesses the legal authority to proceed with this contract if it is executed, that the information contained herein is true and correct and that the submittal of this contract has been duly authorized.

Typed Name of Mayor or City Manager Title

Signature Date

III. CERTIFICATION OF FUNDS

I certify that the \$50,000 matching funds from the City of Cleveland Heights, required to meet the requirements of this contract, have been lawfully authorized and appropriated pursuant to _____ (ordinance/resolution) and held in _____ (specify the account/subfund).

Typed Name of Finance Director or Fiscal Officer Title

Signature Date



MEMORANDUM

To: Susanna Niermann O'Neil, City Manager

From: Eric Zamft, Planning Director

Date: June 15, 2021

Subject: Request for Legislation to Consider Proposed Amendments to Various Sections of Chapter 373, "Bicycles and Motorcycles," of Part Three, Traffic Code, of the Codified Ordinances of the City of Cleveland Heights with Regards to Mobility Devices

Staff has prepared the attached request for legislation to consider amendments to various sections of Chapter 373, "Bicycles and Motorcycles," of Part Three, Traffic Code, of the Codified Ordinances of the City of Cleveland Heights with regards to mobility devices, such as e-scooters and e-bikes. Staff has further prepared a memorandum attached that contains a more detailed explanation of the background and proposed changes.

Staff Recommendation:

Planning staff recommends that Council adopts the proposed amendments upon first reading. The recommendation for adoption as an emergency in first reading is because there is urgency to line Cleveland Heights up with other communities in the area.



MEMORANDUM

To: City Council

cc: Susanna Niermann O'Neil, City Manager
William Hanna, Law Director

From: Eric Zamft, Planning Director

Date: June 15, 2021

Subject: Proposed Amendments to Various Sections of Chapter 373, "Bicycles and Motorcycles," of Part Three, Traffic Code, of the Codified Ordinances of the City of Cleveland Heights with Regards to Mobility Devices

Consistency with the Master Plan:

The City's adopted March 20, 2017 Master Plan contains much discussion and analysis regarding improved mobility within the City, specifically within the "Complete Transportation Network" category.

Background:

Mobility devices, such as scooters, e-scooters, bicycles, and e-bikes, have become important modes of transportation for short trips within a city or between cities. These mobility devices not only are popular with younger populations, but also help to serve those who do not have access to a personal vehicle, are key to reducing environmental impact, decreasing motor vehicle traffic, and improving access to other forms of transportation. In many communities, these devices are available to rent from licensed operators and are parked on the sidewalk. Although these devices and their trips are primarily within the City of Cleveland, there is organic outgrowth to the inner suburbs such as Cleveland Heights. In fact, these shared mobility devices can be found in the community today.

To that end, Cuyahoga County is working with the City of Cleveland and Bike Cleveland to develop a regional bike and scooter share program that would allow Cuyahoga County residents and visitors to have access to shared mobility devices. The County has entered into an agreement with various operators to encourage the use of mobility devices throughout the County (i.e., outside of the City of Cleveland), with the caveat that the municipality has to opt-in to the agreement. Municipalities that opt-in will receive a \$0.15 per trip fee for all trips that

originate within that municipality. The licensing of such operators would remain with the City of Cleveland; the maintenance of facilities would be the responsibility of the operators; the burden of enforcement would be with the County.

“Opting-in” involves three (3) components:

1. Adopting appropriate (and consistent) regulations for the usage of mobility devices

Establishing regulations for shared mobility devices is critical to ensuring the health, safety, and well-being of shared mobility riders, pedestrians and other users of the public right-of-way, and the general public. Therefore, Cleveland Heights, along with Cleveland, Shaker Heights, Euclid, South Euclid, University Heights, and Lakewood, and Cuyahoga County, have worked collaboratively in an attempt to establish uniform guidelines and regulations governing the usage of mobility devices for the benefit and ease of the users. Many of these communities have already adopted amendments to their Codes to reflect these guidelines. Staff has taken the uniform guidelines and regulations and applied them locally to Chapter 373, “Bicycles and Motorcycles,” of Part Three, Traffic Code, of the Codified Ordinances of the City of Cleveland Heights to create the proposed amendments before Council. These proposed changes reflect a coordinated effort among Planning, Law, DPW, Police, as well as at the Transportation Advisory Committee (TAC). **The consideration of the adoption of these amended regulations is the primary topic of this agenda item.**

2. Identifying rebalancing stations – locations within the community where the mobility devices would be located

Over the past two (2) years, the former Planning Director, and more recently the Assistant Planning Director and Planning Director worked closely with the City’s SIDs to identify locations within the community to “park” the shared mobility devices. This was supplemented by other locations in the community that would make sense from transportation route, accessibility, and equity perspectives. The preliminary list of locations is attached to this agenda item. Ultimately, the County and the operators would determine the locations and typologies. Note that the facilities at selected locations would be installed fully by the operators.

3. Signing a memorandum of understanding (MOU) with the County

Once the regulations are in place and rebalancing sites are recommended, the community needs to sign the MOU. The County has a template that would need to be completed and signed by the Director of Law or his designee. A copy of the template MOU has been included in this agenda item.

Note that the urgency of these actions is that the regional network assistance will be provided on a “first come, first serve” basis and many of the other communities have already opted in.

Proposed Code Amendments:

Generally, the Proposed Code Amendments revise Chapter 373, “Bicycle and Motorcycles” to allow for shared mobility devices within the City of Cleveland Heights and provides for additional standards that would be applicable to such shared mobility devices that currently are not provided for bicycles.

More specifically, the Proposed Code Amendments would revise:

- Chapter 301 (Definitions) to include updated terms for shared mobility
- Section 373.02 (Riding Upon Seats; Handle Bars; Helmets and Glasses) to include mobility devices and add a specific regulation with regards to mobility devices that do not have a permanent seat
- Section 373.07 (Riding Bicycle or Mobility Device on Right Side of Roadway; Obedience to Traffic Rules; Passing) to include mobility devices and to limit the speed limit for mobility devices
- Section 373.08 (Reckless Operation; Control, Course and Speed) to include mobility devices and to limit the speed limit for e-scooters
- Section 373.09 (Parking of Bicycle or Mobility Device; Sidewalk Riding) to include mobility devices and to restrict the location of parking for such mobility devices, and to include that violation of the section would be a minor misdemeanor
- Section 373.11 (Registration and Tag Required) to include a provision that shared mobility devices that are specifically registered by operators would be exempt from local registration, licensing, and tagging.

The following sections are proposed to be revised to simply include mobility devices in the existing regulations: Section 373.01, 373.03, 373.04, and 373.06. The remaining sections of Chapter 373 are not proposed to be amended.

Proposed: 08/02/2021

ORDINANCE NO. 103-2021 (PSH)

By Council Member

An Ordinance amending various sections of Chapter 373, “Bicycles and Motorcycles,” of Part Three, *Traffic Code*, of the Codified Ordinances of the City of Cleveland Heights; and declaring an emergency.

WHEREAS, Cuyahoga County has entered into an agreement with various vendors to encourage the use of mobility devices throughout the County wherein a municipality may opt-in to the agreement; and

WHEREAS, under the agreement, municipalities that opt-in will receive a \$0.15 fee for each trip that originates within that municipality; and

WHEREAS, Cuyahoga County has requested that any municipality that opts in to the agreement for the use of shared mobility devices within its jurisdiction agree that the County will have sole business licensing authority and that the City of Cleveland, because of its central location and likely majority of devices, be the only City in the County with permitting authority for said devices; and

WHEREAS, each municipality that opts in to the agreement may direct where the rebalancing stations for the mobility devices will be located within its boundaries and may further enact and enforce its own laws and regulations concerning traffic and the public right-of-way as they relate to mobility devices; and

WHEREAS, the cities of Cleveland Heights, Cleveland, Shaker Heights, Euclid, South Euclid, University Heights, and Lakewood, along with Cuyahoga County, have worked collaboratively in an attempt to establish uniform guidelines and regulations governing the usage of mobility devices for the benefit and ease of the users; and

WHEREAS, this Council recognizes that shared mobility is key to reducing environmental impact, decreasing motor vehicle traffic, and improving access to other forms of transportation; and

WHEREAS, the rental of shared mobility devices and bicycles is a fast-emerging industry; and

WHEREAS, the City of Cleveland Heights has experienced some impact from the presence of these devices; and

WHEREAS, establishing regulations for shared mobility devices is critical to ensuring the health, safety, and well-being of shared mobility riders, pedestrians and other users of the public right-of-way, and the general public.

ORDINANCE NO. 103-2021 (PSH)

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

SECTION 1. Section 301.041, “Electric Bicycle,” of Chapter 301, “Definitions,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted to read as follows:

301.041 ELECTRIC BICYCLE

“Electric Bicycle” or “e-bike” means a two-wheeled device that has handlebars, a seat, and pedals designed to be operated similar to a bicycle, and is powered by electricity. The electricity is stored on board in a rechargeable battery.

SECTION 2. Section 301.042, “Electric Scooter,” of Chapter 301, “Definitions,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted to read as follows:

301.042 ELECTRIC SCOOTER

“Electric scooter” or “e-scooter” means a two-wheeled device that has handlebars, and a floor board, which designed to be stood upon when operating and is powered by electricity. Some devices of this type are equipped with a seat, but none has operable pedals. The electricity is stored on board in a rechargeable battery.

SECTION 3. Section 301.043, “Mobility Device,” of Chapter 301, “Definitions,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted to read as follows:

301.043 MOBILITY DEVICE

“Mobility device” means small mobility devices, such as an e-scooter, e-bike or other similar device. A mobility device does not include those designed solely for use by a child, those used as assistive mobility devices by persons with disabilities, or those defined as an electric personal assistive mobility device.

SECTION 4. Section 301.044, “Shared Mobility Device and Bicycle Vendor,” of Chapter 301, “Definitions,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted to read as follows:

301.044 SHARED MOBILITY DEVICE AND BICYCLE VENDOR

“Shared mobility device and bicycle vendor” means an entity approved to use/occupy the public right-of-way for offering shared mobility devices, such as a bicycle, scooter, e-bike, e-scooter, or any other mobility device, to subscribers on a fee basis subscription for short-term rental in point-to-point trips.

SECTION 5. Section 373.01, "Code Application to Bicycles," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.01 CODE APPLICATION TO BICYCLES AND MOBILITY DEVICES.

(a) The provisions of this Traffic Code that are applicable to bicycles or mobility devices apply whenever a bicycle or mobility device is operated upon any street or upon any path set aside for the exclusive use of bicycles or mobility devices.

(b) Except as provided in subsection (d) of this section, a bicycle or mobility device operator who violates any section of this Traffic Code described in subsection (a) of this section that is applicable to bicycles or mobility devices may be issued a ticket, citation or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle or mobility device shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under Ohio R.C. 4510.036.

(c) Except as provided in subsection (d) of this section, in the case of a violation of any section of this Traffic Code described in subsection (a) of this section by a bicycle or mobility device operator or by a motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle or mobility device riders at the time of the violation, the court, notwithstanding any provision of this Traffic Code to the contrary, may require the bicycle or mobility device operator or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by the Traffic Code for that violation.

(d) Subsections (b) and (c) of this section do not apply to violations of Section 333.01 of this Traffic Code. (ORC 4511.52)

(e) The provisions of this Traffic Code shall apply to bicycles and mobility devices except those which by their nature are not applicable.

SECTION 6. Section 373.02, "Riding Upon Seats; Handle Bars; Helmets and Glasses," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.02 RIDING UPON SEATS; HANDLE BARS; HELMETS AND GLASSES.

(a) For purposes of this section "snowmobile" has the same meaning as given that term in Ohio R.C 4519.01.

(b) No person operating a bicycle or mobility device shall ride other than upon or astride the permanent and regular seat attached thereto, or carry any other person upon such bicycle or mobility device other than upon a firmly attached and regular seat thereon, and no person shall ride upon a bicycle or mobility device other than upon such a firmly attached and regular seat.

(c) A person operating a mobility device without a permanent and regular seat attached thereto shall not ride other than standing upon the footboard.

(de) No person operating a motorcycle shall ride other than upon or astride the permanent and regular seat or saddle attached thereto, or carry any other person upon such motorcycle other

ORDINANCE NO. 103-2021 (PSH)

than upon a firmly attached and regular seat or saddle thereon, and no person shall ride upon a motorcycle other than upon such a firmly attached and regular seat or saddle.

(~~ed~~) No person shall ride upon a motorcycle that is equipped with a saddle other than while sitting astride the saddle, facing forward, with one leg on each side of the motorcycle.

(~~fe~~) No person shall ride upon a motorcycle that is equipped with a seat other than while sitting upon the seat.

(~~gf~~) No person operating a bicycle or mobility device shall carry any package, bundle or article that prevents the driver from keeping at least one hand upon the handle bars.

(~~hg~~) No bicycle, mobility device, or motorcycle shall be used to carry more persons at one time than the number for which it is designed and equipped. No motorcycle shall be operated on a highway when the handlebars rise higher than the shoulders of the operator when the operator is seated in the operator's seat or saddle.

* * *

SECTION 7. Section 373.03, "Attaching Bicycle or Sled to Vehicle," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.03 ATTACHING BICYCLE, MOBILITY DEVICE, OR SLED TO VEHICLE.

(a) No person riding upon any motorcycle, bicycle, coaster, mobility device, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

(b) No operator shall knowingly permit any person riding upon any motorcycle, bicycle, coaster, mobility device, roller skates, sled or toy vehicle to attach the same or himself to any vehicle while it is moving upon a roadway. This section does not apply to the towing of a disabled vehicle.

(c) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.54)

SECTION 8. Section 373.04, "Riding Bicycles and Motorcycles Abreast," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.04 RIDING BICYCLES, MOBILITY DEVICES AND MOTORCYCLES ABREAST.

(a) Persons riding bicycles, mobility devices, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles or motorcycles.

(b) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.55(B))

SECTION 9. Section 373.04, "Lights and Reflector on Bicycle; Brakes," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.06 LIGHTS AND REFLECTOR ON BICYCLE OR MOBILITY DEVICE; BRAKES.

(a) Every bicycle or mobility device when in use at the times specified in Section 337.02, shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle, mobility device or the operator that shall emit a white light visible from a distance of at least five hundred feet to the front; and three hundred feet to the sides. A generator-powered lamp that emits light only when the bicycle is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from one hundred feet to six hundred feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(3) A lamp emitting either flashing or steady red light visible from a distance of five hundred feet to the rear shall be used in addition to the red reflector;

If the red lamp performs as a reflector in that it is visible as specified in subsection (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under subsection (a) of this section, except that red lamps and red reflectors shall not be used on the front of the bicycle and white lamps and white reflectors shall not be used on the rear of the bicycle.

(c) Every bicycle or mobility device shall be equipped with an adequate brake when used on a street or highway. (ORC 4511.56)

SECTION 10. Section 373.07, "Riding Bicycle on Right Side of Roadway; Obedience to Traffic Rules; Passing," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.07 RIDING BICYCLE OR MOBILITY DEVICE ON RIGHT SIDE OF ROADWAY; OBEDIENCE TO TRAFFIC RULES; PASSING.

(a) Every person operating a bicycle or mobility device upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) This section does not require a person operating a bicycle or mobility device to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include when necessary to avoid fixed or moving objects, parked or moving vehicles, surface hazards, or if it otherwise is unsafe or impracticable to do so, including if the lane is too narrow for the bicycle or mobility device and an overtaking vehicle to travel safely side by side within the lane. (ORC 4511.55)

(c) No person operating a mobility device should do so on any streets with a speed limit over 35 miles per hour unless in a dedicated bike lane or shared use path.

(ed) Any person operating a bicycle or mobility shall:

(1) Obey the instructions of official traffic control devices applicable to vehicles, unless otherwise directed by a police officer;

(2) Before changing course, turning or stopping upon a roadway, exercise due care that the movement can be made with reasonable safety and give the hand and arm signals required by Section 331.15;

(3) Yield the right of way to pedestrian and vehicular traffic upon the roadway as

lawfully required;

- (4) Yield the right of way to a pedestrian upon a sidewalk;
- (5) Give timely and audible signal before overtaking and passing a pedestrian upon a roadway or sidewalk.

(~~de~~) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.55(A))

SECTION 11. Section 373.08, “Reckless Operation; Control; Course and Speed,” of Chapter 373, “Bicycles and Motorcycles,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.08 RECKLESS OPERATION; CONTROL, COURSE AND SPEED.

(a) No person shall operate a bicycle or mobility device:

(~~1a~~) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(~~2b~~) Without exercising reasonable and ordinary control over such bicycle or mobility device;

(~~3e~~) In a weaving or zigzag course unless such irregular course is necessary for safe operation in compliance with law;

(~~4d~~) Without both hands upon the handle grips except when necessary to give the required hand and arm signals, or as provided in Section 373.02(d);

(~~5e~~) At a speed greater than is reasonable and prudent under the conditions then existing.

(b) No person operating a mobility device shall exceed a speed greater than 15 miles per hour.

SECTION 12. Section 373.09, “Parking of Bicycle; Sidewalk Riding,” of Chapter 373, “Bicycles and Motorcycles,” of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.09 PARKING OF BICYCLE OR MOBILITY DEVICE; SIDEWALK RIDING.

(a) No person shall park a bicycle or mobility device upon a sidewalk in such a manner so as to unduly interfere with pedestrian flow. This includes ADA ramps, areas departing to and from buildings, and at transit stops. No person shall at any time park a bicycle upon a sidewalk or other public place customarily used by pedestrians, in such a manner as to unduly interfere with pedestrian traffic, nor shall a bicycle be parked upon a roadway so as to interfere with vehicular traffic.

(b) Where bicycle or mobility device racks or other such devices to park bicycles or mobility devices are provided in a commercial area, park, school or other such place, no person shall park a bicycle or mobility device in such area, except in the rack provided or other fixture designated for such purpose.

(Ord. 5-1975. Passed 1-20-75.)

(c) No person shall park a bicycle or mobility device upon any street including parking spots and loading zones so as to unduly interfere with vehicular traffic.

(d) All bicycles and mobility devices must be parked in an upright position.

(ee) A bicycle, [mobility device](#), or skateboard may be operated or ridden upon any public sidewalk in the City except where signs are erected prohibiting such operation.

(f) [Whoever violates this section is guilty of a minor misdemeanor.](#)

SECTION 13. Section 373.11, "Registration and Tag Required," of Chapter 373, "Bicycles and Motorcycles," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

373.11 REGISTRATION AND TAG REQUIRED.

(a) No person shall operate a bicycle [or mobility device](#) upon any street or public place in the City unless such bicycle has been registered and tagged as provided for herein, or as provided in the bicycle owner's city of residence, [except as provided in subsection \(c\) herein](#).

(b) This section shall not be applicable to the owner or operator of a bicycle, residing in a community which does not provide for registration and licensing of bicycles.

(c) [Mobility devices registered to a Shared Mobility Device and Bicycle Vendor are exempt from local registration, licensing and tagging requirements.](#)

(Ord. 5-1975. Passed 1-20-75.)

SECTION 14. All remaining portions of Chapter 373 shall remain as currently enacted.

SECTION 15. The City Manager be, and she is hereby, authorized to take all actions and execute all documents necessary for the securing, deployment, utilization, and balancing of all mobility devices within the City. All documents hereunder shall be approved as to form by and subject to the final approval of the Director of Law.

SECTION 16. Notice of 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 17. This Ordinance 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 timely need to regulate shared mobility devices to ensure vehicular and pedestrian safety. 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.

ORDINANCE NO. 103-2021 (PSH)

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

MEMORANDUM OF UNDERSTANDING

by and between

CUYAHOGA COUNTY, OHIO

and

CITY OF BLANK

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2019 (“effective date”), by and between the County of Cuyahoga, Ohio (hereinafter called the “COUNTY”) and City of Blank (hereinafter called “CITY OF BLANK”)

WHEREAS, the County has adopted an ordinance enacting Chapters 723 and 1303 of the Cuyahoga County Code authorizing Bicycle and Scooter Share Licensing; and

WHEREAS, Chapter 1303 of the Cuyahoga County Code authorizes the Director of Sustainability to enter into agreements with municipalities within Cuyahoga County to expand Bicycle and Scooter Share operations throughout the County and to distribute payment of fees collected under the Bicycle and Scooter Share program to the municipalities;

The County and CITY OF BLANK hereto agree as following understanding:

I. County Responsibilities

- A. The County will direct all Bicycle and Scooter Share companies that have a license from the County (“Companies”) to remit the per trip fee established under County Code § 1303.01(C) directly to CITY OF BLANK for all trips that originated in CITY OF BLANK on a monthly basis. The County will direct the Companies to send these payments to the following address or account:

ENTER CITY’S ADDRESS/ACCOUNT

- B. The County will provide CITY OF BLANK with contact information, including a local representative, for all Companies, regardless of whether they are operating within CITY OF BLANK.
- C. The County will direct any of the Companies that plan on operating within CITY OF BLANK to maintain a minimum and/or maximum number of bicycles, scooters, and other micro-mobility devices as determined by CITY OF BLANK in its sole discretion if it chooses to set such a limit.
- D. The County will direct any of the Companies that plan on operating within CITY OF BLANK of any locations within CITY OF BLANK that CITY OF BLANK has determined

in its sole discretion as locations where bicycles, scooters, and other micro-mobility devices in the Bicycle and Scooter Share program will be rebalanced.

- E. The County will share any data provided by the Companies with CITY OF BLANK upon request and under the same terms and conditions by which the data is shared with the County.
- F. The County will require all Companies to provide adequate insurance and indemnification to CITY OF BLANK, regardless of whether they are operating within CITY OF BLANK.

II. CITY OF BLANK responsibilities

- A. CITY OF BLANK will provide the County, if they desire, any minimum and/or maximum number of bicycles, scooters, and other micro-mobility devices it requires any of the Companies to maintain before operating within CITY OF BLANK. CITY OF BLANK will provide the County with notice of any change to these numbers.
- B. CITY OF BLANK will provide the County with any locations within CITY OF BLANK that CITY OF BLANK has set as locations where bicycles, scooters, and other micro-mobility devices in the Bicycle and Scooter Share program will be rebalanced. CITY OF BLANK will provide the County with notice of any changes to these locations.
- C. CITY OF BLANK will refrain from requiring Companies to obtain additional permits, licenses, or other authorizations before operating within CITY OF BLANK. This section does not prohibit CITY OF BLANK from enacting and enforcing its own laws and regulations concerning traffic, the public right-of-way, and other similar areas.

III. Term - This MOU shall begin on the effective date and shall have no expiration. This MOU may be terminated by either party by written notice, effective upon receipt.

IV. Amendment - This MOU constitutes the entire agreement of the parties in the subject matter hereof and may not be changed or modified except by written agreement executed by the COUNTY and CITY OF BLANK.

V. Indemnification – Both parties acknowledge that as political subdivisions of the State of Ohio, neither party is obligated to indemnify the other party under this MOU.

VI. Governing Law and Jurisdiction - This MOU shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions.

VII. Electronic Signatures - By entering into this MOU, CITY OF BLANK agrees that all documents requiring County signatures may be executed by electronic means and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. CITY OF BLANK also agrees to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

The COUNTY and CITY OF BLANK have executed this MOU as of the date first above written.

Cuyahoga County, Ohio

By: _____
Mike Foley, Director of Sustainability

The City of

By: _____

Name: _____

The legal form and correctness
Of this MOU is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: _____
Jonathan McGory
Assistant Director of Law

Date: _____

PLEASE VISIT OUR ONLINE SERVICES PAGE FOR COUNTY RESOURCES AVAILABLE ONLINE, BY EMAIL, AND BY PHONE.

[GOVERNMENT](#) [RESIDENTS](#) [VISITORS](#) [BUSINESS](#) [A-Z DIRECTORY](#) [ONLINE SERVICES](#)



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A202-18.001: Department of Sustainability

CUYAHOGA COUNTY RULES FOR RECEIVING A BICYCLE AND SCOOTER SHARE VENDOR'S LICENSE

1. Definitions

"Bicycle and Scooter Share" means a transportation program that allows users to rent bicycles, scooters, and other modes of transportation, as approved by the County, within the County for point-to-point trips.

"Bicycle and Scooter Share Fleet" means a specially designed, sturdy and durable group of bicycles, scooters, and other modes of transportation, as approved by the County, that operate together under the same ownership.

"Stationless Bicycle and Scooter Share" means users can pick up a bicycle, scooter, or other mode of transportation anywhere within a system's service area, ride it from point-to-point, and park it wherever they arrive, within the system's service area.

"Bicycle and Scooter Preferred Parking Location" means locations designated by the County where users can park a bicycle, scooter, or other mode of transportation and receive an incentive as determined by the Operator and approved by the County.

"Right-of-Way" is defined by applicable municipal ordinances and state law, but generally refers to the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane or sidewalk, planting strip, and associated adjacent land, in which the municipalities within the County have a property interest, whether by easement or fee and regardless of how acquired or established, for public travel and utility purposes. For purposes of this License, "Right-of-Way" shall not include property held or acquired primarily for the purpose of the movement of public transit vehicles, including railroad right-of-way.

2. **Term.** This License shall expire one year from the Issue Date. A new application must be submitted and approved by the County before operations can continue after the end of this term. If a renewal application is not submitted nor approved, Operator must remove the Bicycle and Scooter Share Fleet within 30 days after the end of this term.

3. **Payment.** The cost of this License shall be \$5,000 dollars with a \$0.15 per trip fee to be sent to the County on a monthly basis. The County shall instruct Operator to pay the portion of the \$0.15 per trip fee directly to each city that has an agreement with the County regarding Bicycle and Scooter Share operations for all trips that originated in that city. If the City of Cleveland charges a per trip fee to Operators for trips that originate in the City of Cleveland, then this section will not apply to trips that originate in the City of Cleveland.

4. **Regulation.** Operator must at all times be compliant with the Cuyahoga County Bicycle and Scooter Share Requirements in Exhibit A, attached and made a part of this License, in addition to any permit requirements by the City of Cleveland when operating within the City of Cleveland.

5. **Filing of Information.** Operator shall file with the County, and keep current, the following information:

a. The name, address, telephone number, fax number and e-mail address of a local representative(s). A local representative shall be available during normal business hours.

b. Information regarding how to contact the Operator in an emergency.

c. Name, address, telephone number, and e-mail address of all contractors authorized to work on Operator's behalf. The Operator shall be liable to the County for any and all work performed on the Operator's behalf in connection with this License.

d. Operator shall file changes or additions to the above required information within fifteen (15) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.

e. Operators shall prepare and maintain maps of Bicycle and Scooter Preferred Parking Locations located within the County limits. Upon request, Operator shall allow the County to review such maps.

6. **Indemnification.** Operator hereby indemnifies, defends and holds harmless the County, any municipality it operates in within the County, and any entity with a rebalancing location on its private property, and their respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Operator, including all of its officers, owners, principals,

subcontractors, employees, and agents, or (b) breach or default by Operator under any terms or provisions of this License.

7. **No Indemnity by County.** Operator acknowledges that, as a political subdivision of the State of Ohio, neither the County nor any municipality it is operating in within the County does not indemnify any person or entity. Operator agrees that no provision of this License or any other contract or agreement between Operator and the County may be interpreted to obligate the County to indemnify or defend Operator or any other party.

8. **Insurance.** The Operator shall obtain and maintain during the life of this License, with an insurance Company rated A-VII or above by A.M. Best, authorized to do business in the State of Ohio, the following insurance:

a. **Worker's Compensation Insurance** as required by the State of Ohio. If Operator has employees working outside of Ohio, Operator shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.

b. **Commercial General Liability** with limits of liability not less than:

- \$1,000,000 each occurrence bodily injury & property damage;
- \$1,000,000 personal & advertising injury;
- \$1,000,000 general aggregate;
- \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

c. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

The Operator shall not commence any Services in connection with this License until it has obtained all of the foregoing types of insurance and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

OTHER INSURANCE REQUIREMENTS.

1. The insurance policies of the Operator required for this License, shall:

a) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance, or Cyber Risk Insurance.

b) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and

c) Be primary and not in excess or contingent on any other basis; and

d) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

(a) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability": and/or

(b) "Waiver of subrogation in favor of the County."

2. The insurance required for this License shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

3. The terms of this License shall be controlling and shall not be limited by any insurance policy provision.

4. These insurance provisions shall not affect or limit the liability of Operator stated elsewhere in this License or as provided by law.

5. Operator shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this License.

6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

8. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this License.

9. Operator shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this License.

9. **License Subject to Exercise of Police Powers.** All right and privileges granted herein are subject to the police powers of the County and all municipalities within the County and its right to make laws and regulations.

10. **Non-Assignability.** This License may not be transferred or assigned.

11. **Non-Exclusivity.** This License does not give the Operator an exclusive right to operate a Bicycle and Scooter Share program in the County. The County reserves the right to limit the number of Bicycle and Scooter Share programs within the County. Each municipality within the County reserves the right to exclude Bicycle and Scooter Share programs within their municipalities or come up with their own Licensing schemes.

12. **Termination.** The County may terminate this License for its convenience and without cause, effective thirty (30) days after the Operator receives notice from the County. If the Director of Sustainability finds that the Operator has violated a term of this License, the Director will notify the Operator in writing of the violation and the Operator will have fifteen (15) days to cure the violation or provide a timeline by which it will cure the violation. If the Operator does not cure the violation within fifteen (15) days or by the timeline it provided, then the Director may immediately terminate this License. If the Director determines in his/her sole discretion that the violation has any effect on the safety of the Operator's customers, the Director may require the Operator to remotely disable its entire Bicycle and Scooter Share Fleet until the violation has been cured. If the County terminates this License, Operator must remove their entire Bicycle and Scooter Share Fleet from the right-of-way within 30 days, unless a different time-period is determined by the County. Any bicycle or scooter that remains in the right-of-way after that time-period is subject to removal by the County or the municipality where it is found.

13. **Adherence to Bicycle and Scooter Share License Requirements.** The Operator shall abide by all terms as outlined in the County's Bicycle and Scooter License Requirements.

14. **Notices.** Wherever one party is required or permitted to give notice to the other pursuant to this License, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:
Cuyahoga County Department of Sustainability
2079 East 9th Street, 8th Floor
Cleveland, Ohio 44115

In the case of Operator:
Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

15. **Waiver.** No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

16. **Survival of Terms.** Termination or expiration of this License for any reason shall not release either party from any liabilities or obligations set forth in this License which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

17. **Record Audit Retention.** Operator agrees to make all pertinent contractual books and records and other documents pertaining to this License available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this License and for a period of two (2) years from the expiration date or final payment under this License, whichever is later; provided however, that should Operator be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

18. **Governing Law and Jurisdiction.** This License shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this License, and each party consents to the exclusive jurisdiction of such courts. Operator hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

19. **Assignment.** Operator shall not assign, transfer, convey or otherwise dispose of this License, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this License without approval of the County.

20. Anti-Discrimination. Operator agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this License. It shall be the policy of Operator to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with Operator, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Operator to enter into any particular agreements.

21. No Apparent Authority/Proper Approvals. Operator recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

22. ELECTRONIC SIGNATURE. OPERATOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL LICENSE DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. OPERATOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY. License Subject to Additional or Altered Conditions.

23. The County reserves the right to require the Operator to place a decal on a visible location on each bicycle and scooter as evidence of their license. The design of the decal will be at the sole discretion of the County and will be provided to the Operator at no charge.

24. Agreement with and Acceptance of Terms. By accepting this License and exercising the right granted herein, the Operator agrees to and is hereby bound by the terms of the License.

Exhibit A – Cuyahoga County Bicycle and Scooter Share Requirements

Safety Requirements

1. All bicycles used in systems issued a License under this program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, Licensed systems shall meet the safety standards outlined in by the International Organization of Standardization.
2. Any Licensed electric bicycles under this program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles (described above). This means, among other requirements, that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, Cuyahoga County (the “County”) may terminate any License issued under this pilot program if the battery or motor on an electric bicycle or scooter is determined by the County to be unsafe for public use.
3. All bicycles and scooters shall meet the Ohio Revised Code requirements for lights during hours of darkness, described in ORC 4511.56, and all other applicable requirements of state law.
4. The maximum motor-assist speed of all bicycles and scooters in the program shall be 125 miles per hour.
5. Every bicycle and scooter shall have a unique identifier that is clearly displayed and visible to the user on the bicycle

Maintenance Requirements

1. Operator shall continuously maintain throughout the entire term of the License the insurance coverage and limits of liability as outlined in the Bicycle and Scooter Share License at no expense to the County.
2. Prior to the License being issued, Operator shall sign and record an agreement indemnifying and holding harmless the County as outlined in the License Application.
3. Operator shall have staffed operations located within Cuyahoga County for maintenance and rebalancing efforts.
4. Operator shall provide the County with a direct contact for staff that are capable of rebalancing and relocating improperly parked bicycles and scooters.
5. Operator shall have a plan to encourage users to return Bicycles and Scooters to rebalancing locations.
6. Operator shall provide the County with five account logins for County oversight.
7. Operator shall have a 24-hour customer service phone number for customers to report safety concerns, maintenance issues, complaints, or ask questions.

8. Operator shall remove any inoperable or unsafe bicycle or scooter from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity and shall be repaired before placing the bicycle or scooter back into service. Operator must be able to remotely disable an individual bicycle or scooter upon notice of an issue with the bicycle or scooter that makes it unfit for normal use.

9. The County or any of the municipalities within the County may remove bicycles or scooters from the right-of-way if it interferes with pedestrian or vehicular traffic or if the bicycle impedes or obstructs the right-of-way.

10. The County or any of the municipalities within the County may, without prior notice, remove bicycles or scooters from the right-of-way if an emergency arises. In such instances, the County or municipality will attempt to notify the Operator as soon as reasonably practicable thereafter.

11. The County or any of the municipalities within the County may inform the Operator of a special event (marathons, parades, film shoots, etc.), at least seven days in advance of the event, and Operator shall remove all bicycles and scooters within the area of the special event prior to the event. If the County or any of the municipalities within the County provides the Operator with notice of a calendar of events available online, this shall serve as notice on the Operator of any special event on that calendar that appears at least seven days before the event.

12. Operator shall have at a minimum 150 bicycles and/or 150 scooters that are placed and regularly rebalanced outside of the City of Cleveland, in communities that have an agreement with the County to allow Bicycle and Scooter Share operations. The Director of Sustainability may waive this requirement if the Operator (1) does not have a permit from the City of Cleveland and (2) will only operate outside of the City of Cleveland. The County will inform the Operator of which communities have agreements with the County and whether the communities have their own minimum and/or maximum fleet requirements. The Operator will work in good faith with the communities to determine the best locations for such rebalancing and the number of bicycles and scooters allowed at each rebalancing location.

13. The County shall periodically publish a map and chart, made in coordination with the communities within the County, with rebalancing locations that Operators will need to devote a minimum number of vehicles to on a regular basis.

14. All applicants to the License program shall include the fleet size in their application. The Operator shall notify the County if they plan to change their fleet size two weeks before deployment.

15. Operator shall recharge all electric powered bicycles and scooters at least three times a week and inspect, maintain, and replace them on a regular basis.

16. Operator shall collect all bicycles and scooters at least three times a week and distributed throughout the County in accordance with a plan submitted with the License Application.

17. For purposes of maintaining, charging, inspecting, and/or rebalancing their Bicycle and Scooter Share Fleet, the Operator shall employ within their own company, or contract with a local entity, a workforce capable of discharging these duties. The Operator must pay its local workforce the mean hourly wage for Bicycle Repairers in the United States, as determined by the U.S. Bureau of Labor Statistics, but no less than \$15 dollars an hour. The Operator shall also use best efforts to work with a unionized staff. If the Operator employs independent contractors for charging their Bicycle and Scooter Share Fleet, and they are paid on a per bicycle or scooter basis, the Operator must show that the rate paid per bicycle or scooter reasonably equates to \$15 dollars an hour.

18. Operator shall promptly repark or remove any bicycle that is parked incorrectly in any part of the County outside of the City of Cleveland in a correct manner based on these times:

a. 7am to 7pm seven days a week, not including holidays - within three hours of receiving notice;

b. All other times – within 12 hours of receiving notice.

The City of Cleveland requirements for removing incorrectly parked bicycles and scooters can be found in the City's terms and conditions.

Data Sharing Requirements

1. Operator shall maintain a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be made available to the County, upon request.

2. Operator shall provide the County with the following data on a monthly basis if the Operator collects such data:

- Number of bicycles and scooters in circulation;
- Daily, weekly, and monthly active riders;
- Number of trips that began in each municipality in the County;
- Number of trips that ended in each municipality in the County;
- Bicycle and scooter usage, including total miles (daily/monthly/quarterly/annually);
- Number and duration of rides/rider/day as well as rides/bike/day;
- Monthly summary of bicycle and scooter distribution and GPS-based natural movement; and

- Customer comments/complaints and resolution, theft/vandalism, and average repair times.
3. Operator shall provide the County with anonymized real-time data (information that is delivered immediately after collection) on the entire fleet, including the location of each bicycle and scooter in the fleet, upon request.
 4. Operator shall provide the County with raw data, that has not been pre-aggregated, about all trips taken during a specific timeframe, upon request.
 5. Operator should provide the County with data in the General Bikeshare Feed Specification and Mobility Data Specification (MDS) format whenever possible.
 6. Operator will not restrict the County's use of any data shared with the County under this section. The County may share data with any municipality that has an agreement with the County regarding Bicycle and Scooter Share operations, any entity that has a rebalancing location on its private property, or any governmental or quasi-governmental agency concerned with transportation in the County, including but not limited to the Northeast Ohio Areawide Coordinating Agency, the Ohio and U.S. Departments of Transportation, the Greater Cleveland Regional Transit Authority, and the Cleveland Metroparks.
 7. Operator shall make aggregated and anonymized trip data available to the public and other entities not affiliated with the Operator.
 8. All bicycles and scooters shall be equipped with GPS equipment and shall ping at a minimum of every 90 seconds while in use.
 9. Operator shall follow the Open Web Application Security Project ("OWASP") guidelines/testing best practices or equivalent industry best practices.
 10. Customers shall not be required to share personal data with 3rd parties in order to use the services.
 11. Customers must not be required to opt-in to providing access to their contacts, camera, photos, files, and other private data in order to use the services.
 12. Operator shall maintain all data for at least one year.
 13. The provisions of this section shall survive the termination of this License for three years.

<ul style="list-style-type: none">• Public Records Policy• Privacy Policy• Social Media Policy• Accessibility Statement• Disclaimer	<ul style="list-style-type: none">• County Home Page• A-Z Service Directory• Contact Us• FAQs
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City	Address/Intersection	Location Details
Cleveland Heights	Coventry Road and North Park Road	Circular paved area
Cleveland Heights	Mayfield Road and Warrensville Center Road	Adjacent to solar panel bus stop
Cleveland Heights	Kenilworth Road at Mayfield Road	Grassed area on western side of intersection
Cleveland Heights	1794-98 Coventry Road	Sidewalk on Northwest Corner of Coventry and Hampshire area south of Avlalon Exchange
Cleveland Heights	1899 Coventry Road	Northeast Corner across Euclid Heights Boulevard from Library/Park
Cleveland Heights	1812 Coventry Road	In front of Municipal Parking garage
Cleveland Heights	Cedar Road and Norfolk Road	In grassy area next to bench
Cleveland Heights	2162 Lennox Road	Municipal Parking Garage on Lennox side
Cleveland Heights	2482 Fairmont Boulevard	On sidewalk near Luna
Cleveland Heights	Cedar Road and Lee Road	Northeast Corner
Cleveland Heights	Meadowbrook and Lee	Northeast Corner (as part of the Flaherty & Collins redevelopment)
Cleveland Heights	1940 Lee Road	In front of Zagara's Marketplace
Cleveland Heights	2256 Lee Road	Northwest corner sidewalk and bump-out at Kensington Road
Cleveland Heights	2340 Lee Road	Library - Main Branch
Cleveland Heights	14498 Superior Road	Northwest corner in Cain Park area
Cleveland Heights	40 Severance Circle	City Hall
Cleveland Heights	Mayfield Road and Monticello Road	Cleveland Heights Community Center
Cleveland Heights	Noble Road and Monticello Road	Northwest Corner
Cleveland Heights	Noble Road and Montevista Road	Library - Noble Branch (which is expanding)
Cleveland Heights	South Taylor Road and Cedar Road	Northwest corner where bike rack is now

Proposed: 8/2/2021

ORDINANCE NO. 104-2021 (PSH)

By Council Member

An Ordinance authorizing an agreement with the Chagrin Valley Dispatch Council (CVD), a regional Council of Governments, pursuant to Ohio law, to join CVD's joint Police, Fire and Emergency Medical Services communications system for the dispatch of Police, Fire and EMS services in and for multiple communities, and authorizing the City to approve the dissolution of the Heights Hillcrest Communications Center (HHCC).

WHEREAS, the cities of Shaker Heights, Cleveland Heights, South Euclid and University Heights (the "Original Cities") entered into an Agreement effective on June 28, 2016, to form a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, to be called the "Heights-Hillcrest Communications Center" ("HHCC"); and

WHEREAS, on September 1, 2017, the Original Cities entered into an amended COG Agreement with the City of Richmond Heights to add said City to the HHCC as an Original Member (together referred to as the Cities); and

WHEREAS, the HHCC was formed to establish and operate a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

WHEREAS, on December 1, 2016, HHCC entered into an Agreement with the Chagrin Valley Dispatch Council (CVD), for CVD to provide the services of a Project Manager to perform the duties of the planning, construction and outfitting of the dispatch center, and to perform the ongoing services as Dispatch Center Manager for day to day operations services, including IT management and financial services, and that services agreement expires on November 30, 2021; and

WHEREAS, the Board of the HHCC, which is comprised of by the Mayors or City Manager of each member of HHCC, or their representatives, has, by consensus, agreed to consider a proposal to dissolve HHCC and individually join the Chagrin Valley Dispatch Council (CVD), while continuing to operate as a separate Cleveland Heights Center within CVD; and

WHEREAS, the authorization for each member to dissolve the HHCC and join CVD, is subject to the approval of each city's Council; and

WHEREAS, CVD serves 28 communities, and a merger of HHCC into CVD would provide cost savings, particularly for employee health care, due to the purchasing power and ability to negotiate of a larger COG, utility expense savings (IT network), and in contractual services, and CVD has an enterprise fund with revenue from CVD assistance to entities outside of CVD, and the fund benefits all of CVD for future, significant purchases; and

WHEREAS, CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not; and

WHEREAS, Fire dispatching efficiencies would be enhanced with a larger dispatch operation; and

WHEREAS, the Federal, State and County governments have a common policy and practice of encouraging communities to consolidate dispatch operations; and

WHEREAS, this Council agrees that it is in the best interests of the City and its citizens that the City should agree to dissolve HHCC and enter into an agreement to join the Chagrin Valley Dispatch Council (CVD).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, State of Ohio:

SECTION 1. This Council hereby authorizes the City to vote as a member of the Heights Hillcrest Communications Center (HHCC) to dissolve the HHCC as a Council of Governments, to assign all of the assets of the HHCC to the Chagrin Valley Dispatch Council (CVD), and to take such other actions as are necessary in order to terminate the operations of HHCC, and to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption.

SECTION 2. This Council hereby authorizes the City to enter into an agreement to join the Chagrin Valley Dispatch Council (CVD), and to take such other actions and enter into such other agreements as are necessary to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption. The agreement between the City and CVD shall be in the form substantially as set forth in the agreement attached hereto and incorporated herein.

SECTION 3. 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 4. This ordinance shall take effect from and after the earliest time allowed by law.

JASON S. STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

EXHIBIT "A"

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT
WITH THE CITY OF CLEVELAND HEIGHTS

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this _____ day of _____, 2021 by and between the City of Cleveland Heights, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

WHEREAS, on the 10th day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; on February 28, 2018, the City of Maple Heights became a participating member of the CVD; on August 8, 2018, the City of Brooklyn became a participating member of the CVD; on September 17, 2020 the Cleveland Metroparks became a participating member of the CVD.

WHEREAS, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective August 1, 2021, with its dispatch services to be provided AT CVD's Heights-Hillcrest Communications Center location.

WHEREAS, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective August 1, 2021, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by City to the CVD shall be as follows:
 - a. 2021 One-Time Facilities and Equipment Component of Capital Charge Share less the Credit for the HCC's facilities and equipment purchased and assembled by City, with such

facilities and equipment listing attached hereto: \$ -0-

Total One-Time Capital Charge Share: \$ -0-

ii. 2021 One-Time Facilities and Equipment
Credit to City's Capital Charge Share and the
total one-time Capital Charge Share shall be
specifically conditioned upon:

- A. The execution of an Assignment and all other documentation required for the transfer of ownership of said facilities and equipment to CVD, the rental of HHCC's facility and all other equipment and related software and other items necessary for the continuation of the HHCC 's operation by CVD; and
- B. The termination of the Agreement between HHCC and CVD to provide Management Services, Day to Day Operations Services and IT Management Services to the HHCC.

b. 2021 Operating Cost Share as follows:

i. 2021 Operating Cost Share (\$1,081,859.02)
prorated amount due for 8-1-2021 through
12-31-2021. \$ 450,774.59

c. In addition, continuing Monthly Dues payable by City shall be determined and shall be assessed City as set forth in Paragraph VII A. of said Restated and Amended Agreement for all years of City's such membership thereafter.

d. One month's working capital advance equal to one month's dues is payable upon the effective date of this Agreement, with such advance to be returned to Member as applied to its last monthly payment due the CVD should Member withdraw from the CVD. \$ 90,154.92

e. CVD agrees to provide City with Radio Preventive Maintenance and Support Services at the cost as agreed upon by City and CVD for the year 2021 and thereafter.

3. The City hereby accepts the terms by its authorization and execution of this New Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.
5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Cleveland Heights City Council and by the Chagrin Valley Dispatch Council.
6. The City has and maintains current FCC radio licenses and permissions along with current contracted radio channel templates and licenses under the State of Ohio Multi Agency Radio Communication System. This Agreement does not supersede those licenses or contracts and the use of those licenses or contracts remains the proprietary interest of the City only. Additionally, by way of this Agreement, the City permits, to the extent possible by law, license or contract the CVD to use those frequencies, channel templates and licenses for radio communications with the City.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY OF CLEVELAND HEIGHTS:

 Susanna Niermann O'Neil, City Manager

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

 Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

 William Hanna, Law Director
 City of Cleveland Heights

Approved as to form only:

 David J. Matty, Director of Law
 Chagrin Valley Dispatch Council

**A RESTATED AND AMENDED AGREEMENT CONTINUING
THE CHAGRIN VALLEY DISPATCH COUNCIL**

THIS RESTATED AND AMENDED AGREEMENT is made and entered into this 10th day of June, 2013, in Cuyahoga County, State of Ohio, by and among all the political subdivisions executing this Restated and Amended Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") was established by an Agreement effective on April 6, 2011 by all parties hereto, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, all parties hereto desire to provide the methodologies for 1) the current and future capital and operating costs of the Chagrin Valley Regional Communications Center ("RCC"), 2) inclusion of new members to the CVD, 3) withdrawal from membership from and the dissolution of the CVD, and 4) all other matters relating to the dispatch of public safety services and operation of the CVD and/or RCC.

WITNESSETH:

The parties to this Restated and Amended Agreement, wishing to continue the CVD, a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. **NAME**

The name of the regional council of governments continued herein shall be the "Chagrin Valley Dispatch Council" ("CVD").

II. **PURPOSE**

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. **MEMBERSHIP**

The Members of the CVD are as follows:

Village of Bentleyville;
Chagrin Falls Township;
Village of Chagrin Falls;
Village of Hunting Valley;
Village of Moreland Hills;
Orange Village;
Village of South Russell; and
Village of Woodmere.

Such Membership shall be limited to the current political subdivisions located within the Chagrin Valley that are receiving public safety dispatch services from the RCC, and those political subdivisions that may in the future agree to a CVD New Member Participation Agreement to receive dispatch services from the RCC and are accepted under the terms and conditions herein as Members in the CVD.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

- A. Each political subdivision which is a party to this Agreement and any new member accepted by the CVD after the effective date of this Restated and Amended Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, assess, allocate, and implement the capital improvements, equipment, and expenditures of the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of the CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done following the By-Laws and any amendments thereto as adopted by the CVD.
- C. The Board shall have the continuing authority to amend its By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also continue to annually elect, from its Representatives, the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its By-Laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall continue, *ex officio*, to serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a

different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of the CVD shall be held each year, at a time and place to be designated by the President. Special meetings may be called as provided in the By-Laws of the CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the CVD's Capital Charge and the CVD's operating expenses shall be as determined by said majority of Representatives or Alternates. The Operating Budget determination is based upon actual usage percentages of the prior year. Actual usage percentages shall include service calls as calculated by CVD operational staff. The initial Capital Charge determination is based upon a twenty-five percent (25%) fixed cost allocation and a seventy-five percent (75%) usage percentage with a prior five (5) year historical analysis. Such methodology and/or methodologies, as so determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Restated and Amended Agreement by such Member.
- B. Dues to be Paid By and Obligations of New Members. New Members of the CVD, admitted after the effective date of this Restated and Amended Agreement, shall be admitted only if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered, upon the terms and conditions set forth in a Chagrin Valley Dispatch Council New Member Participation Agreement in the same form as "Exhibit B" attached hereto. Any political subdivision which becomes a Member in the CVD after the effective date of this Restated and Amended Agreement shall commence paying dues from the date of the execution of its Chagrin Valley Dispatch Council New Member Participation Agreement. Such dues are payable as agreed upon by the new Member and a majority of the current Members of the CVD present at the meeting at which a new Member is considered. The new Member's dues shall commence on the date of its execution of the Chagrin Valley New Member Participation Agreement and shall be paid as set forth in Article VII A. above. Use of any dues of a new Member shall be determined by a majority of the current CVD Members.

- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER.

- A. Annual Operating Budget. Continuing during every year of operation, the CVD shall develop a Budget as soon as possible in each year. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual Operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each Member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls with its relocation to University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio to occur upon the issuance of CVD's occupancy permit for the RCC at said location. The RCC will be so relocated only upon a vote of two-thirds (2/3's) of the Members of the CVD; otherwise the current location of the RCC shall remain at 21 West Washington Street, Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, or so long as no other Staffing Member is agreed upon by a majority of those Representatives or Alternates present at a meeting at which a new Staffing Member is considered, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements have already been assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls previously transferred its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit C," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

In the event any Member withdraws, the withdrawing Member shall forfeit its interest in all capital assets of the CVD and the remaining Members shall continue the CVD unless otherwise agreed by the remaining Members.

XIV. AMENDMENTS

This Restated and Amended Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Restated and Amended Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part of portion of this Restated and Amended Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Restated and Amended Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Restated and Amended Agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This Restated and Amended Agreement shall take effect and be in force from and after the date the eighth Member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Restated and Amended Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Restated and Amended Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this Restated and Amended Agreement.

[ON FILE]
POLITICAL SUBDIVISION

Date: _____

BY: _____
[ON FILE]
(Signature)

Its: _____
(Office)

EXHIBIT "A"

RECEIVED

MAR 23 2011

VILLAGE OF
CHAGRIN FALLS

AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

THIS AGREEMENT is made and entered into this 16th day of March, 2011, in Cuyahoga County, State of Ohio, by and among all of the political subdivisions executing this Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WITNESSETH:

The parties to this Agreement, wishing to establish a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. NAME

The name of the regional council of governments created hereby shall be the "Chagrin Valley Dispatch Council" (hereinafter, "CVD").

II. PURPOSE

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. MEMBERSHIP

Eligibility to join the CVD shall initially be limited to political subdivisions located within the Chagrin Valley that are currently receiving public safety dispatch services from the Village of Chagrin Falls. The following political subdivisions currently receive public safety dispatch services from the Village of Chagrin Falls and are, therefore, immediately eligible to join the CVD:

Village of Bentleyville;
Chagrin Falls Township;
Village of Chagrin Falls;
Village of Hunting Valley;
Village of Moreland Hills;
Orange Village;
Village of South Russell; and
Village of Woodmere.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

Additional political subdivisions may request to receive dispatch services from the

RCC and apply for membership in CVD. New members of CVD shall only be admitted if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered.

IV. ADMINISTRATIVE AUTHORITY

CVD shall be established and administered in the following manner:

- A. Each political subdivision which is a party to this Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done by the Representatives or Alternates who are present at the meeting, and no proxy or absentia voting shall be allowed. A quorum shall consist of a majority of the Representatives or Alternates of the Members of CVD.
- C. The first meeting of CVD shall be on or before May 31, 2011, at a time and place to be designated by the Mayor of the Village of Chagrin Falls, who shall act as temporary chairman at such first meeting. The first order of business shall be the adoption of by-laws. The Board shall have the continuing authority to amend its by-laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also, at its first meeting and at its annual meeting thereafter, elect from its Representatives the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its by-laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall, *ex officio*, serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal

Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of CVD shall be in January of each year, at a time and place to be designated by the President. Special meetings may be called as provided in the by-laws of CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with

the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members.
- B. Dues to be Paid By New Members. Any political subdivision which joins the CVD after the original formation of the CVD shall commence paying monthly dues from the date of joining.
- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

- A. Annual Operating Budget. During its first year of operation, the CVD shall develop a Budget as soon as possible after its formation. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a pre-payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1st to December 31st).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private

source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls. Each Member acknowledges and agrees that the Village of Chagrin Falls has expended significant resources in establishing and maintaining the RCC and agrees that the RCC will remain within the corporate boundaries of the Village of Chagrin Falls unless two-thirds (2/3's) of the members of the CVD, agree to relocate the RCC in an area outside of the corporate boundaries of the Village of Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements are hereby assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls hereby transfers its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit A," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

XIV. AMENDMENTS

This Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

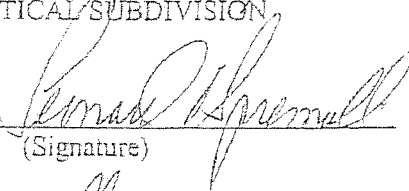
XVII. EFFECTIVE DATE

This agreement shall take effect and be in force from and after the date the fifth member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or, after the election of the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this agreement.

Date: March 16, 2011

Village of Bentleville
POLITICAL SUBDIVISION

By: 
(Signature)

Its: Mayor
(Office)

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

I, Bernice Schreiber, the fiscal officer of
(Name) (Title)

Village of Bentleyville Ohio, hereby certify that the funds necessary to pay the
(Political subdivision)

obligation of the foregoing agreement have been appropriated and are unencumbered and are either
in the treasury or in the process of collection.

March 16, 2011

Bernice Schreiber
Name

Fiscal Officer
Title
Village of Bentleyville
Political Subdivision

Dispatch Equipment

quantity	description	location
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory
1	UPS	Chagrin Falls Tower at Armory
1	Tower Lite Control Station	Chagrin Falls Tower at Armory
2	Zetron Console Positions	Dispatch Center
7	control stations	Dispatch Center
2	power supplies	Dispatch Center
4	battery backups	Dispatch Center
2	remotes	Dispatch Center
2	Motorola MTR 2000 repeaters	Orange Tower
1	back-up paging fire alerting	Orange Fire Department
1	paging encoder and emergency decoder	Orange Fire Department
1	911 system	Chagrin Falls Basement
1	Phone/Radio recorder	Chagrin Falls Basement
1	MDT Server	Dispatch Center
1	Sonicwall	Dispatch Center
1	Switch	Dispatch Center
1	File Server	Dispatch Center
2	computers and monitors	Dispatch Center
2	printers	Dispatch Center
1	fax machine	Dispatch Center
12	police/fire phone lines	Dispatch Center
1	Reverse911 Computer	Dispatch Center
13	phone lines for Reverse 911	Dispatch Center
Contractual Services	Fax Machine Maintenance	
	CRIS Fees	
	Hardware/Software Support	
	LEADS Network Connection	
	12 months Maintenance for 911 system	
	Haines Directory	
	Recorder Maintenance	
	B&C Communications	
	fidelity - internet line for MDT Server	

EXHIBIT "B"

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this _____ day of _____, 2013 by and between the City/Village of _____, an Ohio political subdivision, ("*City/Village*") and the Chagrin Valley Dispatch Council ("*CVD*").

WHEREAS, on the _____ day of _____, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, *City/Village* desires to become a participating member in said Restated and Amended Agreement dated _____, 2013.

WHEREAS, the CVD desires to and has had its members vote to accept *City/Village* as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, *City/Village* and the CVD agree as follows:

1. *City/Village* is hereby included as a Member of said Restated and Amended Agreement upon *City's/Village's* authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by *City/Village* to the CVD shall be as follows:
 - a. Capital Charge share (1st partial year)
 - b. Operating Cost share (1st partial year)
 - c. Continuing Monthly Dues (1st complete year and years thereafter.)
 - d. Other
3. The *City/Village* hereby accepts said offer by its authorization and execution of this New Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the *City/Village* and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with *City/Village* included therein as a Member by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY/VILLAGE:

Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Thomas Brick, President

Approved as to form only:

City/Village, Director of Law

Approved as to form only:

David J. Matty, Director of Law
Chagrin Valley Dispatch Council

EXHIBIT "C"

quantity	description	location	
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory	
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory	
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory	
1	UPS	Chagrin Falls Tower at Armory	
1	Tower Lite Control Station	Chagrin Falls Tower at Armory	
1	UPS Alarm	Chagrin Falls Tower at Armory	
2	Zetron Console Positions	Dispatch Center	
7	control stations	Dispatch Center	
2	power supplies	Dispatch Center	
4	battery backups	Dispatch Center	
2	remotes	Dispatch Center	
3	MARCS control stations	Dispatch Center	
2	Motorola MTR 2000 repeaters	Orange Tower	
1	back-up paging fire alerting	Orange Fire Department	
1	paging encoder and emergency decoder	Orange Fire Department	
1	911 system	Chagrin Falls Basement	
1	Phone/Radio recorder	Chagrin Falls Basement	
1	MDT Server	Dispatch Center	
1	Sonicwall	Dispatch Center	
1	Switch	Dispatch Center	
2	computers and monitors	Dispatch Center	
1	printers	Dispatch Center	
1	fax machine	Dispatch Center	
12	police/fire phone lines	Dispatch Center	
	Reverse911 Computer	Dispatch Center	Only using for guardian
	phone lines for Reverse 911	Dispatch Center	will be switching
Contract			
ual			
Services	Fax Machine Maintenance		
	CRIS Fees		
	Hardware/Software Support		
	LEADS Network Connection		
	12 months Maintenance for 911 system		
	Haines Directory		
	Recorder Maintenance		
	B&C Communications		
	fidelity - internet line for MDT Server		

Current as of March 28, 2013

4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.
5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Cleveland Heights City Council and by the Chagrin Valley Dispatch Council.
6. The City has and maintains current FCC radio licenses and permissions along with current contracted radio channel templates and licenses under the State of Ohio Multi Agency Radio Communication System. This Agreement does not supersede those licenses or contracts and the use of those licenses or contracts remains the proprietary interest of the City only. Additionally, by way of this Agreement, the City permits, to the extent possible by law, license or contract the CVD to use those frequencies, channel templates and licenses for radio communications with the City.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.


WITNESS:

CITY OF CLEVELAND HEIGHTS:

Susanna Niermann O'Neil, City Manager

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:


DocuSigned by:

FD2D3A93F4FF438...


Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

William Hanna, Law Director
City of Cleveland Heights

Approved as to form only:



David J. Matty, Director of Law
Chagrin Valley Dispatch Council 

Memorandum

To: Members of the Cleveland Heights City Council

From: Susanna Niermann O'Neil, City Manager; Police Chief Annette Mecklenburg; Fire Chief William D. Freeman

cc: Law Director William R. Hanna; Finance Director Amy Himmelein

Date: July 29, 2021

Re: Proposed Merger of the Heights Hillcrest Communications Center and the Chagrin Valley Dispatch Council

Summary

The Administration is requesting that Council authorize the City to enter into an agreement with the Chagrin Valley Dispatch Council (CVD), a regional Council of Governments under Ohio law, to join CVD's joint Police, Fire and EMS communications system for the provision of Police, Fire and EMS dispatching services for multiple communities, and authorize the City to approve the dissolution of the Heights Hillcrest Communications Center (HHCC).

History of the Heights Hillcrest Communications Center (HHCC).

In 2011 there were 48 Public Safety Answering Points (PSAPs) for the 59 jurisdictions in Cuyahoga County. PSAPs answer calls and dispatch first responders to a caller's location, or transfer calls to the appropriate PSAP based on caller location. This is the largest number of PSAPs in the state of Ohio and one of the highest in the US. Of 88 counties in Ohio, only four (4) have more than 10 PSAPs.

In 2012, Cuyahoga County hired a consultant to conduct an assessment of the PSAPs. The study concluded that the County should work toward reducing the number of PSAPs through continued support of consolidation and the promotion of regionalism. Pursuant to that assessment, the County began recommending the consolidation of PSAPs. In 2013 there were 42 PSAPs, and it was expected the number would be at 38 by early 2015.

Meanwhile, the State developed a plan to mandate PSAP consolidation statewide. The County recognized that financial support was needed to encourage and facilitate consolidation. In 2013 the County issued a 9-1-1 Consolidation Plan and established a 9-1-1 Consolidation Shared Services Fund to support physical and technical infrastructure, professional services, equipment and upgrades needed to support consolidations.

In 2013, South Euclid hired the Center for Public Management of the Maxine Goodwin Levin College of Urban Affairs at CSU to conduct a "Feasibility Study of Consolidating Public Safety Answering Points (PSAPs) in South Euclid, Beachwood, Euclid, Shaker Heights, and University Heights". The Center's report was issued on September 23, 2013. The Study found that it was legally, technologically, and financially feasible to consolidate PSAPs in the five cities.

On March 17, 2016, Cleveland Heights, Shaker Heights, South Euclid and University Heights entered into a Memorandum of Understanding (MOU) to apply jointly to the County for funding to support the creation of a joint dispatch center. The cities received \$1 million to assist in the formation of a joint dispatch center.

On June 28, 2016, the four cities entered into an Agreement to form a Regional Council of Governments (COG), pursuant to Chapter 167 of the Ohio Revised Code, to be called the “Heights-Hillcrest Communications Center” (HHCC). Then on September 1, 2017, the four cities entered into an amended COG Agreement with the City of Richmond Heights to add the city to the HHCC as an Original Member, as defined in the HHCC COG Agreement.

HHCC was formed to establish and operate a Public Safety Answering Point (PSAP), a joint Police, Fire and Emergency Medical Services (“EMS”) communications system for the dispatch of Police, Fire and EMS services in and for the five cities.

On December 1, 2016, HHCC entered into an Agreement with the Chagrin Valley Dispatch Council (CVD), for CVD to provide the services of a Project Manager to perform the duties of the planning, construction and outfitting of the dispatch center, and to perform the ongoing services as Dispatch Center Manager for day to day operations services, including IT management and financial services, and that services agreement expires on November 30, 2021.

October 17, 2017, HHCC began operations at MetroHealth Medical Center at Severance Center in Cleveland Heights. On November 17, 2017, HHCC began providing dispatch services for the South Euclid and University Heights Police and Fire/EMS services, and for the Shaker Heights and Cleveland Heights Fire/EMS services. On December 15, 2017, HHCC began providing dispatch for the Cleveland Heights and Shaker Heights Police services. Finally, on February 18, 2018, HHCC began providing dispatch for Police and Fire services in Richmond Heights. On May 15, 2019, HHCC entered into a contract with Jewish Family Services, through JFC Security LLC, for security monitoring of various Jewish facilities.

HHCC is governed according to By-Laws and the COG Agreement. The operations are overseen by the Board of Trustees. Each Member community has one representative on the Board, who is the Mayor or City Manager, or their designated representative. The Board appoints a Fiscal Agent (currently Cleveland Heights). Each city contributes \$17,500 annually toward capital costs. Each city also contributes its share of operating costs calculated as each city’s pro rata share of the operating budget based on the percentage of billable calls for service received by HHCC for each city. The Board approves the annual budget. The employees voted down a union.

Proposed Merger of HHCC Members into CVD

The Chagrin Valley Dispatch Council (CVD) is a regional Council of Governments similar to HHCC, that was formed for the same purpose as HHCC; that is, to establish and operate a Public Safety Answering Point (PSAP), as a joint Police, Fire and Emergency Medical Services (“EMS”) communications system for the dispatch of Police, Fire and EMS services. CVD serves 28 communities from two dispatch centers, in Bedford and Brecksville. Metroparks has joined CVD, and the Cuyahoga County Sheriff’s office is joining CVD.

See the CVD 2020 Annual Report attached for more information.

CVD, through its manager, Nick DiCicco, and his staff, provided the services to create the HHCC dispatch center located at the MetroHealth Medical Center at Severance Center in Cleveland Heights, which began operations in late 2017. CVD has been providing the ongoing services to manage and operate HHCC since the center’s opening. The CVD staff handles the hiring and training of employees, purchasing of equipment, services and supplies, overseeing the day to day operation of the HHCC, handling budgeting and financial services, providing IT services, and otherwise taking care of all operational requirements for HHCC.

The idea of HHCC merging its operations into the larger CVD has been discussed by the HHCC Board and the Police and Fire Chiefs of the 5 member cities for several years. To merge, HHCC’s Board members would have to vote to cease to exist as a COG, and each HHCC member would separately join CVD through a standard form membership agreement provided by CVD.

Under a merger, the Cleveland Heights Center currently occupied by HHCC would continue to operate. CVD would then operate three dispatch centers, in Bedford, Brecksville, and Cleveland Heights. Each Center would have the following:

- A “Chiefs’ Group” comprised of the Fire and Police Chiefs from the cities in that Center. This Group would make decisions about specific operational policies impacting just that Center.
- A “Users Group” comprised of police officers and fire fighters from the communities in that Center who are actual “users” of the dispatch services; i.e. Police Officers who are sergeants or below and Firefighters who are lieutenants or below, representing each city in that Center. The Users Group would make recommendations on specific operational policies of that Center to the Chiefs’ Group.

The CVD Board of Trustees is comprised of the Mayors or City Managers, or their representatives, from each community. Each member community has one vote. The Council meets approximately one time per year, and other times if needed (e.g. to approve a new member). The Board approves: Bylaw changes (the Bylaws were most recently amended in September 2020); the annual budget (by agreement, the budget must be approved by January 31 each year) (CVD is on a calendar fiscal year); acceptance of new members; and the election of CVD officers (President, VP, Secretary).

The current officers of CVD are as follows:

- President - Mayor Holzheimer-Gail, Euclid
- Vice President - Mayor Edward Kraus, Solon
- Secretary - Mayor William Koons, South Russell
- Treasurer - Trustee John Finley, Chagrin Falls Township

The term of all officers is 1 year.

An Executive Committee is comprised of by the President, Vice President, Secretary and three non-officers, which CVD has informed HHCC will always include one representative of each of the three Dispatch Centers (Cleveland Heights, Bedford and Brecksville).

Typically, CVD requires that a new member pay a fee for capital costs, but in this instance there is no such fee for HHCC members, since HHCC already has an operating dispatch center, and all assets of the center will be assigned to CVD. There is a one month’s operating expenses deposit required of each new member; this may be able to be paid out of existing HHCC reserves that would not be refunded, but would be paid over to CVD as the HHCC members’ entry fee.

The annual fee paid by CVD members is based on the same formula as HHCC uses; that is, each community’s proportional share of service calls.

CVD has stated that it intends to hire all HHCC dispatchers as employees of CVD. CVD has 3 contract employees and the rest are at will, with no union.

Benefits of a Merger of HHCC Into CVD

The following is a list of potential benefits to a merger in which HHCC members join CVD:

1. A merger would provide some cost savings for HHCC members, particularly for employee health care, due to the purchasing power and ability to negotiate of a larger COG, utility expense savings (IT network), and in contractual services.
2. CVD has an enterprise fund with revenue from CVD assistance to entities outside of CVD, and the fund benefits all of CVD for future, significant purchases. This fund would then also benefit HHCC members.
3. CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not.
4. Fire dispatching efficiencies would be enhanced with a larger dispatch operation.

5. CVD would have 109 employees after the merger, while HHCC has 30 employees. The larger entity would permit management to move employees around more readily for extended employee absences.

6. The Federal, State and County governments have a common policy and practice of encouraging communities to consolidate dispatch operations. By deciding to join CVD, HHCC's members would be determining their own fate, rather than waiting and potentially be forced or pushed to join another joint dispatch center.

7. CVD provides the benefit of a dedicated full time finance department, and IT Department.

8. A larger entity provides a greater possibility of attracting grant funding. For example, CVD received the following grants:

- a. a \$784,000 AFG Grant (Purchased Zetron Fire Station Alerting hardware and software for PA/paging within the fire departments. Also purchased mobile dispatch units for all member fire departments, for calls in the apparatus.)
- b. an \$850,000 UASI Grant (It was used to purchase and distribute portable radios to every CVD police and fire department.)
- c. a \$330,000 County Shared Services Grant (This grant helped fund an additional dispatch position and associated equipment); and
- d. a \$50,000 UASI Grant (This was used to add a Cellular 'tower' to the Communications truck, which can be deployed and establish a small cellular network for public safety.)

Recommendation

The Administration recommends that Council approve the accompanying ordinance that would:

1. Authorize the City to vote as a member of the Heights Hillcrest Communications Center (HHCC) to:
 - a. dissolve the HHCC as a Council of Governments;
 - b. assign all of the assets of the HHCC to the Chagrin Valley Dispatch Council (CVD); and
 - c. to take such other actions as are necessary in order to terminate the operations of HHCC, and to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption.
2. Authorize the City to enter into an agreement to join the Chagrin Valley Dispatch Council (CVD), and to take such other actions and enter into such other agreements as are necessary to permit the continued operations of the Cleveland Heights Dispatch Center within CVD without interruption. The agreement between the City and CVD would be in the form substantially as set forth in the agreement attached to the ordinance.



Heights Hillcrest Communications Center

Merger / Partnership Overview





Heights Hillcrest Communications Center

HHCC became operational in November of 2017 and serves the following cities:

- City of Cleveland Heights
- City of Richmond Heights
- City of Shaker Heights
- City of South Euclid
- City of University Heights

Our goal:

- Provide a high level of service to both the citizens as well as first responders that we serve
- Improve emergency communications by reducing duplication of costly resources and infrastructure



Heights Hillcrest Communications Center

In 2016, HHCC entered into a 5-year contractual agreement with the Chagrin Valley Dispatch Council (CVD) to construct HHCC, as well as to manage HHCC. This contract expires on November 30, 2021.

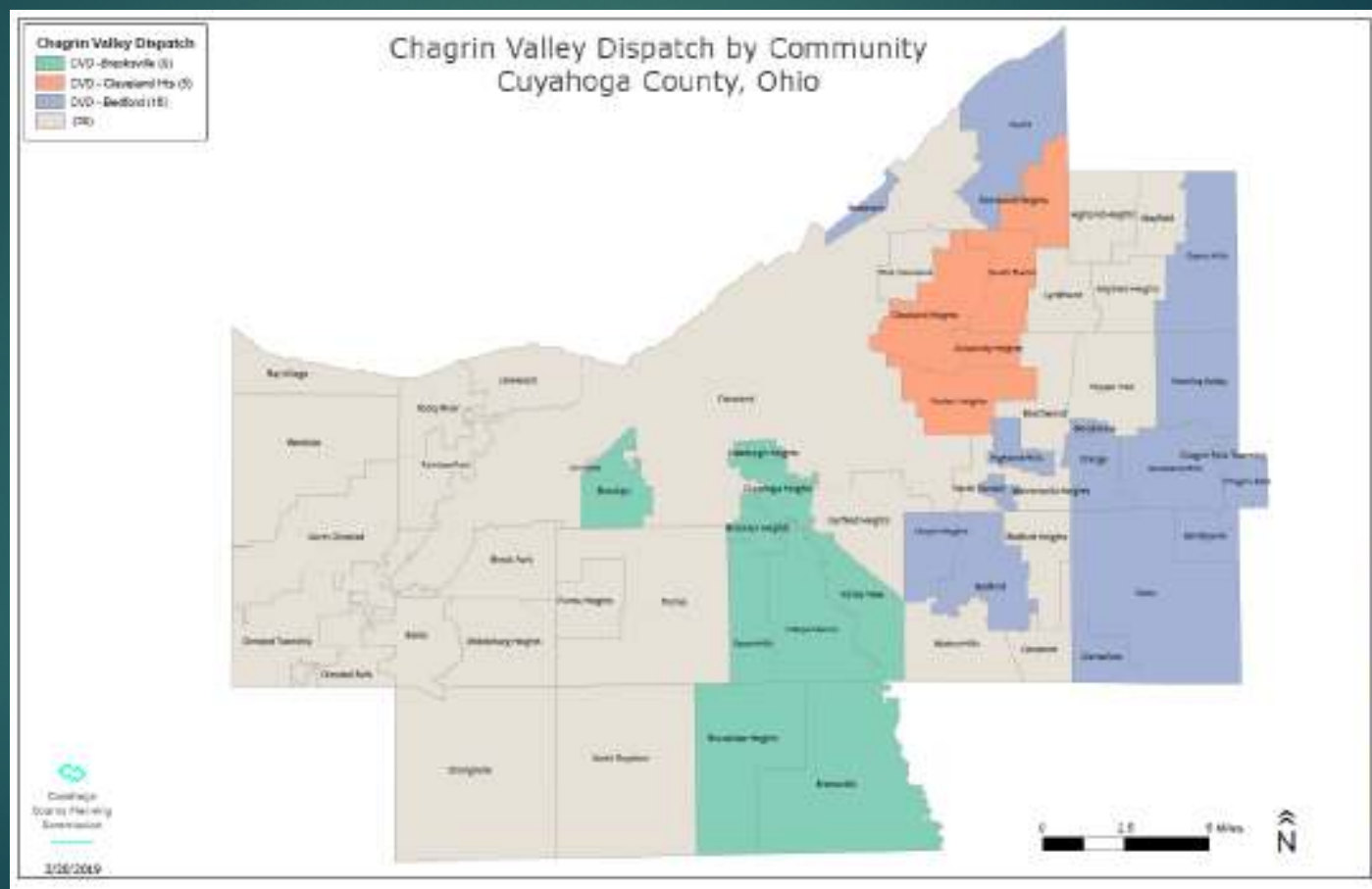
CVD staff handles the hiring and training of HHCC employees, purchasing of equipment, services and supplies, overseeing the day to day operation of the HHCC, handling budgeting and financial services, providing IT services, and otherwise taking care of all operational requirements for HHCC.



Heights Hillcrest Communications Center

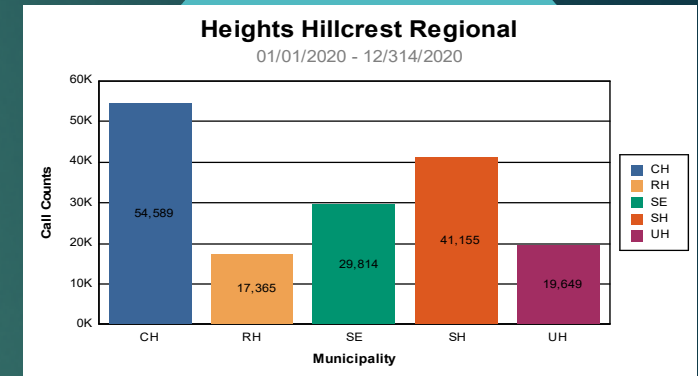
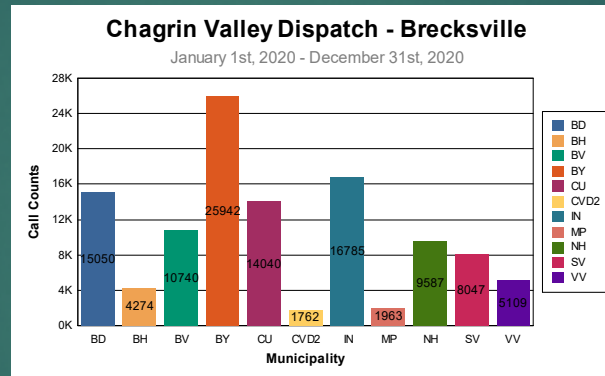
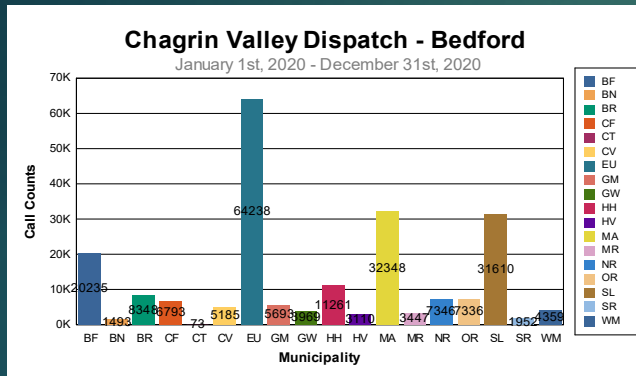
CVD currently has dispatch centers in Bedford and Brecksville, and currently serves 28 municipalities:

Bedford / Bentleyville / Bratenahl / Brecksville / Broadview Heights / Brooklyn / Brooklyn Heights / Brecksville / Chagrin Falls Village / Chagrin Falls Township / Cleveland Metroparks / Cuyahoga County Sheriffs Department / Cuyahoga Heights / Euclid / Gates Mills / Glenwillow / Highland Hills / Hunting Valley / Independence / Maple Heights / Moreland Hills / Newburgh Heights / North Randall / Orange Village / Seven Hills / Solon / South Russell / Valley View / Woodmere





Heights Hillcrest Communications Center



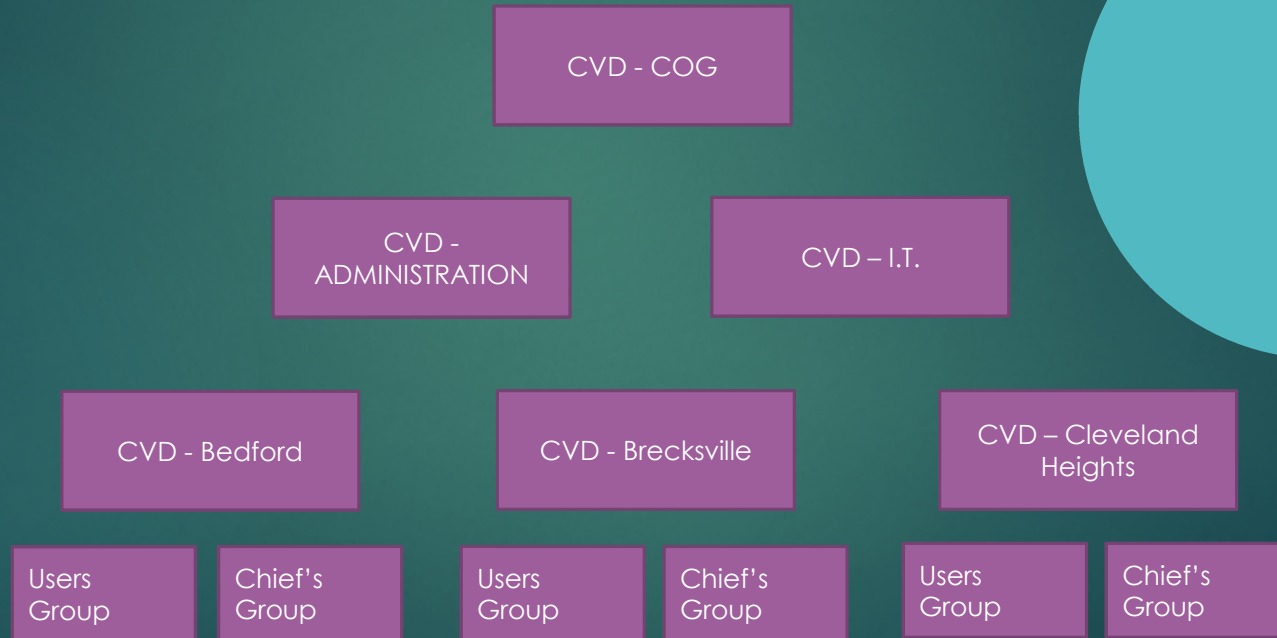
2020 Total Calls for Service – 497,714

Heights Hillcrest Communications Center

- ▶ HHCC has been discussing a potential merger into CVD for several years.
- ▶ To merge, HHCC's Board would have to vote to dissolve as a COG, and each HHCC member would separately join CVD.
- ▶ After merger:
 - ▶ CVD to operate 3 dispatch centers: Bedford, Brecksville, and Cleveland Heights.
 - ▶ Each Center would have:
 - ▶ "Chiefs' Group" to make decisions about operational policies impacting that Center.
 - ▶ "Users Group" of police officers & fire fighters to make recommendations to Chiefs' Group.
 - ▶ CVD Board of Trustees comprised of Mayors/City Managers, or reps, from each community. Each member community has one vote.
 - ▶ President is Mayor of Euclid. There are also a VP, Secretary and Treasurer. The term of all officers is 1 year.
 - ▶ Executive Committee includes President, VP, Secretary and 3 non-officers; one rep of each Dispatch Centers (Cleveland Heights, Bedford and Brecksville).



Structure of Merged Entity - HHCC & CVD





Heights Hillcrest Communications Center

Potential Benefits of Merger of HHCC Into CVD

1. Cost savings: employee health care; purchasing power; ability to negotiate; utility expenses (IT network), contractual services.
2. CVD enterprise fund with revenue from CVD assistance to non-CVD entities benefits all members for future, significant purchases.
3. CVD currently qualifies for funding from the State of Ohio Wireless 9-1-1 fund, while HHCC does not.
4. Fire dispatching efficiencies would be enhanced with a larger dispatch center.



Heights Hillcrest Communications Center

Potential Benefits of Merger of HHCC Into CVD

5. CVD would have 109 employees, while HHCC has 30 --allowing management to move employees around more readily.
6. Federal, State and County governments policy and practice to encourage communities to consolidate dispatch operations. HHCC members can determine their own fate.
7. CVD has dedicated full time finance and IT Departments.
8. Greater grant opportunities with larger entity.

Chagrin Valley Dispatch

2020 Annual Report



Mayor Kirsten Holzheimer-Gail
COG President

Chief Frank Zupan
Technical Advisory Chairman

Nick DiCicco
Dispatch Administrator

Mission Statement

The purpose of the Chagrin Valley Dispatch Council is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center.

The Chagrin Valley Dispatch Council is dedicated to providing professional, efficient, cost effective, and compassionate communications to all incoming callers and the Safety Forces of its Member communities and to providing superior value to its Member communities. To provide superior value, the Chagrin Valley Dispatch Council will employ industry best practices, employ all resources efficiently, and strive to remain technologically current. To maintain cost effectiveness, the Chagrin Valley Dispatch Council will grow only by admitting other similarly situated municipalities when economically or otherwise justified.

Chagrin Valley Dispatch Council Officers

President

Mayor Holzheimer-Gail

Vice President

Mayor Edward Kraus

Secretary

Mayor William Koons

Treasurer

Trustee John Finley

Chagrin Valley Dispatch Council Administration

Dispatch Administrator

Nick DiCicco

Assistant Dispatch Administrator

Lisa Davet

Director of Information Technology

Daniel Grein

Law Director

David J. Matty

Fiscal Officer

Vic Nogalo

Staffing

Full Time Positions: 82

Staffing at Beginning of the Year: 74

Added Full Time Positions due to Consolidations: 7

End of Year Staffing: 82

Resignations: 2

Retired: 2

Dismissals: 0

Hired: 15

Turnover Rate: 4.87%

Recognition and Awards



Ohio Chapters of the Association of Public Safety Communications Officials international (APCO) and the National Emergency Number Association (NENA) have worked together to recognize the outstanding work performed by public safety communications personnel in Ohio.

Telecommunicators work in the background, behind the lights, sirens and are often overlooked for their critical role in public safety. The Ohio Chapters of the Association of Public Safety Communications Officials International (APCO) and the National Emergency Number Association (NENA) collaborate to promote and recognize outstanding performance in dispatch centers throughout Ohio. This is achieved through the Gold Star Awards which are awarded each year for individual and team performances that occurred while the individual or group of telecommunicators were on duty. In 2020, the following were awarded to CVD employees:

Ohio Solid Gold Telecommunicator of the Year

Brenda Wadle

Ohio Gold Star Director of the Year

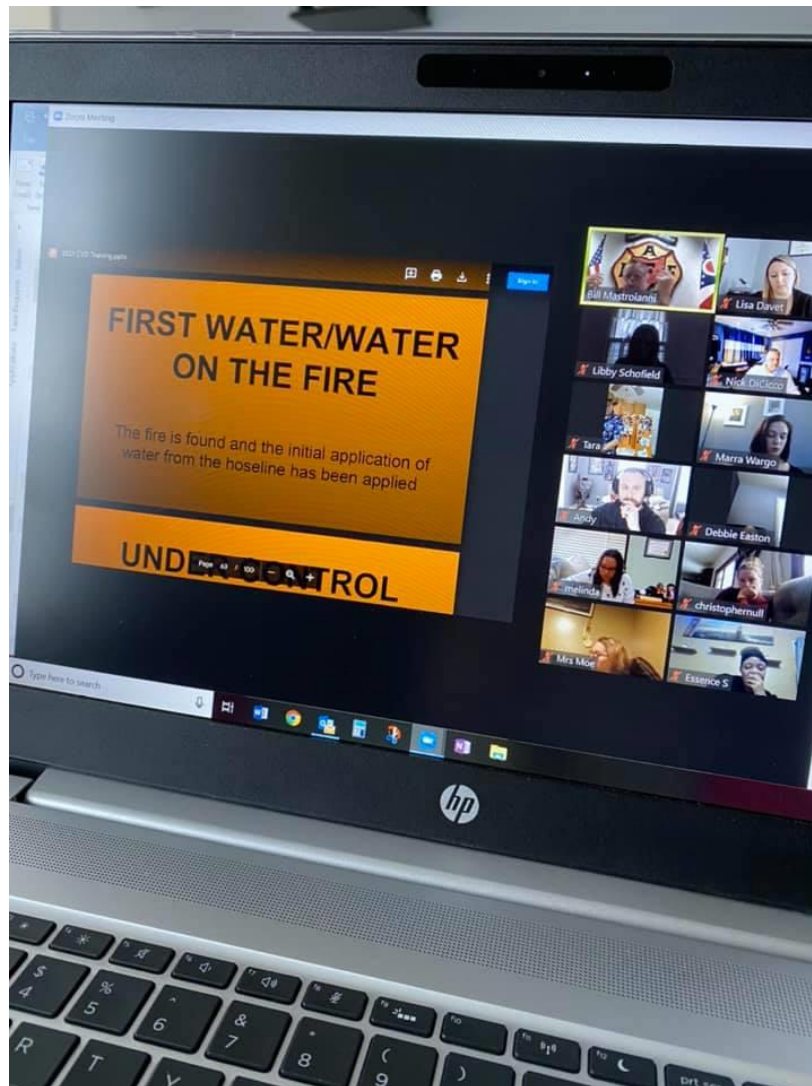
Nick DiCicco

Certified Trainers

Communications Training Operators (CTO's) who are selected to train new employees are certified under the Profile Evaluations, Inc. Communications Training Officer Program. Trainers are responsible for following the training program guidelines set forth by the Chagrin Valley Dispatch Administration as well as National standards. Evaluations are completed each day using the agency Standardized Evaluation Guidelines to document training and determine when training objectives have been met. We have a current staff of seventeen (17) CTO's.

Continuing Education

Each year, all staff members must recertify in Emergency medical dispatch (EMS) as well as recertify in CPR and AED. This year it was a challenge to maintain our minimum standards, however we were able to overcome the challenge. We continued to provide current, relevant, and informative training to our 9-1-1 professionals via Zoom.



ISO Rating

The Insurance Services Office (ISO) is an organization that rates fire departments on their effectiveness using a scale from 1 (most effective) to 10 (least effective). These ratings are then utilized by property insurance providers to determine premium rates. A business or home located in an area with a lower rated fire department will pay more for property insurance when compared to a similar building located in an area with a higher rated fire department.

Emergency communications are vital to this rating, which only makes sense. If the dispatching of fire equipment to emergencies is inefficient or delayed, higher property loss will occur. ISO uses stringent guidelines to ensure an accurate rating is developed.

CVD enables Member community fire departments to maintain or improve their ISO fire rating. This is accomplished by CVD earning a perfect score for communications. We are proud that for the third consecutive review, CVD has again earned a perfect score, which is not only a testament to our professional staff but a benefit to residents and businesses in the area.



We continue to invest in our command staff through a partnership with PRADCO. This program identifies specific areas for potential growth for individual supervisors and provides guidance for development in specific areas. The program utilizes a leadership and emotional intelligence tool, which is designed to eliminate inaccurate or biased ratings, to gather information from the individual's superiors, peers, and subordinates. Supervisors learn new coaching techniques by being involved in sessions with their direct reports. This year we continued with this effort and sent four additional supervisors through the program

CVD Gives Back

For the past several years, dispatchers have had the opportunity to give back to their community by donating cash in exchange for “dressing down”. The money collected is given to local causes. This year, our staff collected money and make cash donations to the following:

- Greater Cleveland Food Bank
- James Skernivitz, Cleveland Police Department
 - GoFundMe / Family Assistance
- Nick Sabo, Cleveland Police Department
 - Suicide Prevention
- Ali Rieman
 - GoFundMe / Acute Myeloid Leukemia
- Shop with a Cop
 - George Murray Lodge #67
- Tunnel to Towers Foundation

And our annual donation:



This year marked the 13th year of Officer Josh Miktarian’s death. Around two a.m. on that fateful day, Officer Joshua T. Miktarian, a Twinsburg police officer of eleven years, pulled over motorist Ashford Thompson. What must have initially seemed like a relatively routine traffic stop soon turned serious and deadly: mere minutes after Officer Miktarian radioed for backup, he was shot several times in the head by Thompson. Miktarian’s beloved canine compadre Bagio watched helplessly, locked in the patrol car and unable to intervene in the absurd altercation. Less than an hour later Miktarian was pronounced dead at MetroHealth Medical Center. A cash donation was made to the Josh Miktarian Scholarship Fund.

National Telecommunicators Week

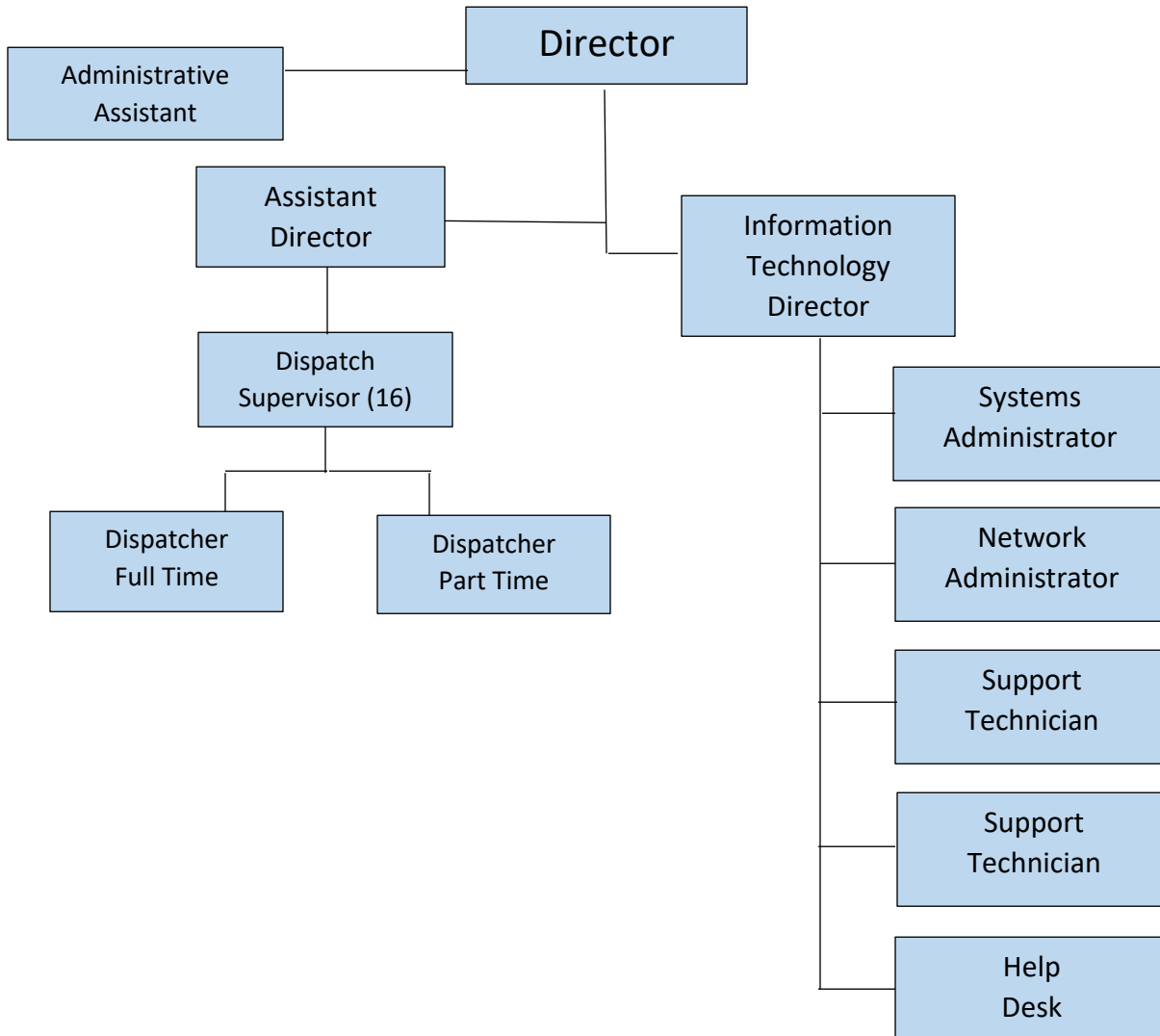
Every year during the second week of April, the telecommunications personnel in the public safety community are honored. This week-long event, founded in 1981 by a 911 dispatcher by the name of Patricia Anderson, eventually made its way into national legislation in 1992. “National Public Safety Telecommunicators Week” is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week set aside to honor dispatchers and bring awareness to their hard work and dedication. CVD staff members are spoiled by a week of treats, team building activities, and daily themes.



2020 Annual Report – Chagrin Valley Dispatch

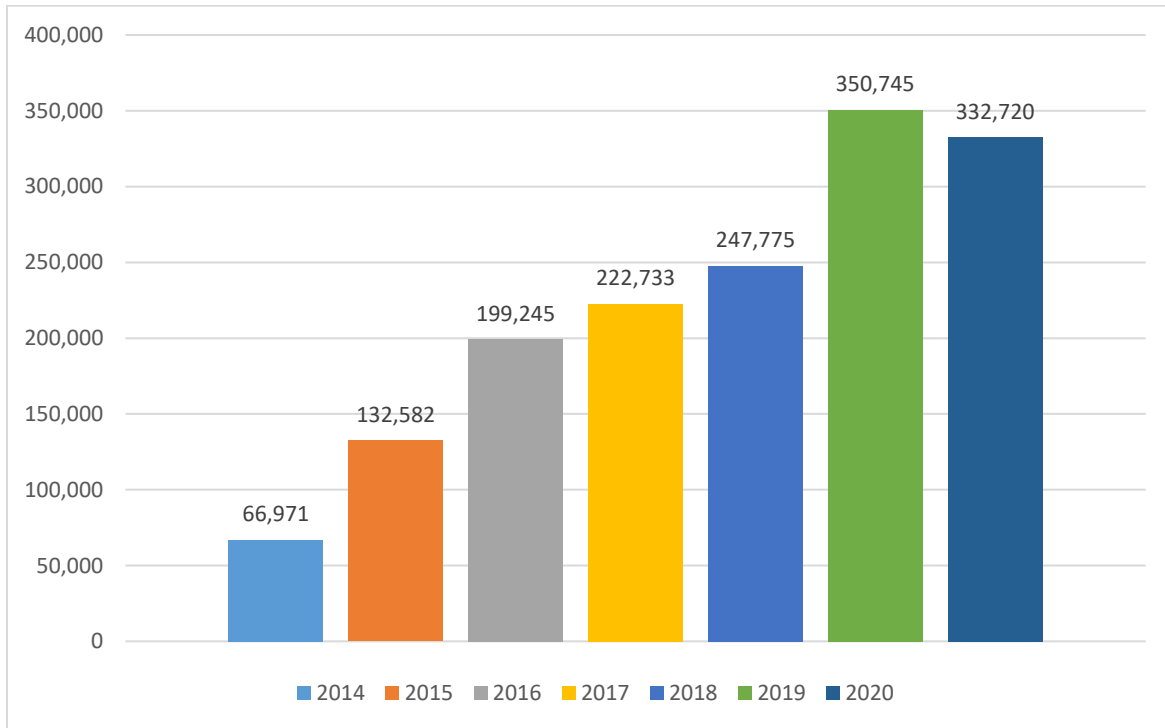


Chagrin Valley Dispatch Organizational Chart



Emergency Operations

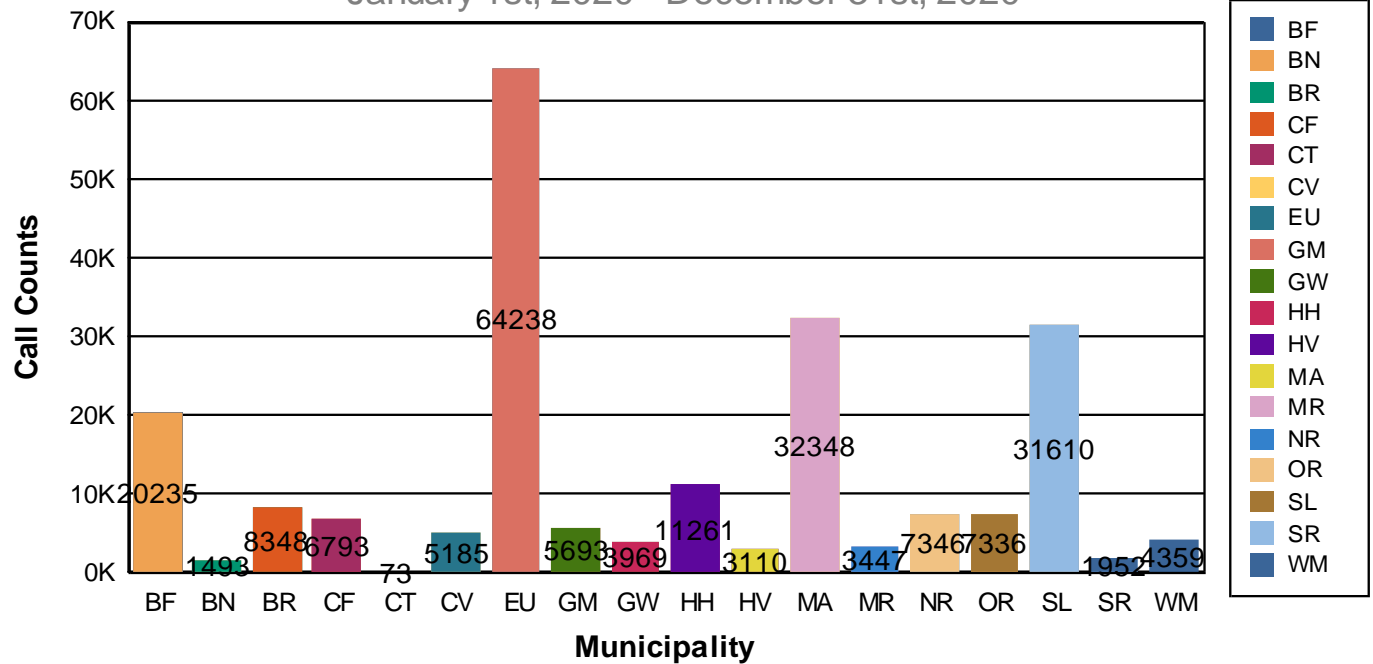
Chagrin Valley Dispatch had a 5.14% reduction in call volume. This reduction was a direct result of COVID-19.



Agency Breakdown

Chagrin Valley Dispatch - Bedford

January 1st, 2020 - December 31st, 2020

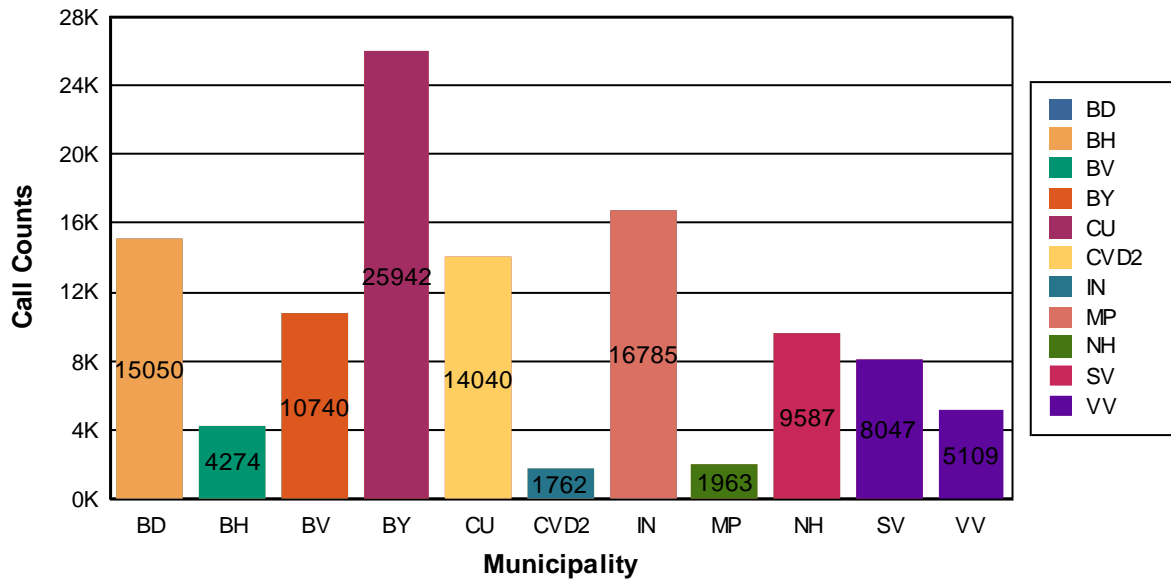


BF - Bedford
 BN – Bentleyville
 BR – Bratenahl
 CF – Chagrin Falls
 CT – Chagrin Falls Township
 CV – Chagrin Valley Dispatch
 EU – Euclid
 GM – Gates Mills
 GW – Glenwillow
 HH – Highland Hills

HV – Hunting Valley
 MA – Maple Heights
 MR – Moreland Hills
 NR – North Randall
 OR – Orange Village
 SL – Solon
 SR – South Russell
 WM - Woodmere

Chagrin Valley Dispatch - Brecksville

January 1st, 2020 - December 31st, 2020



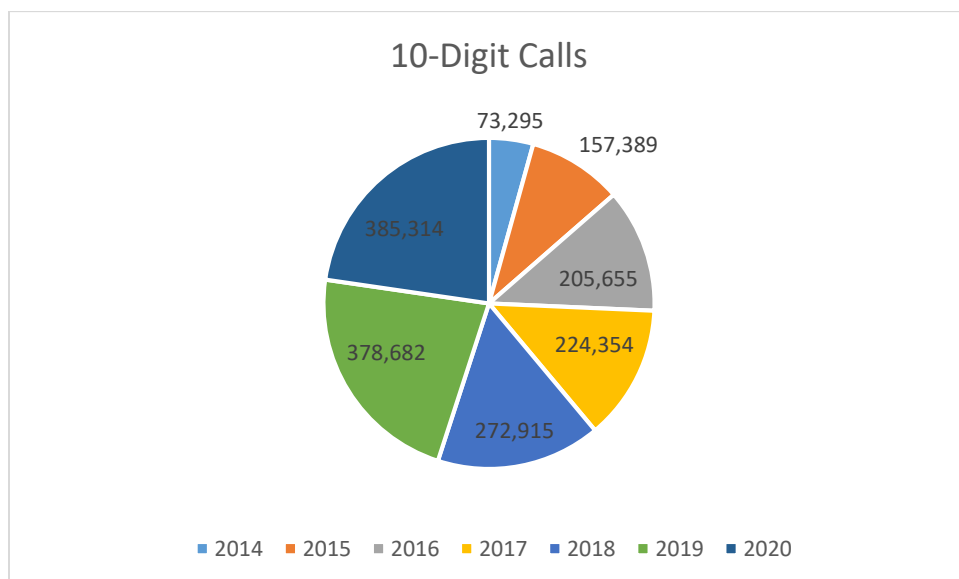
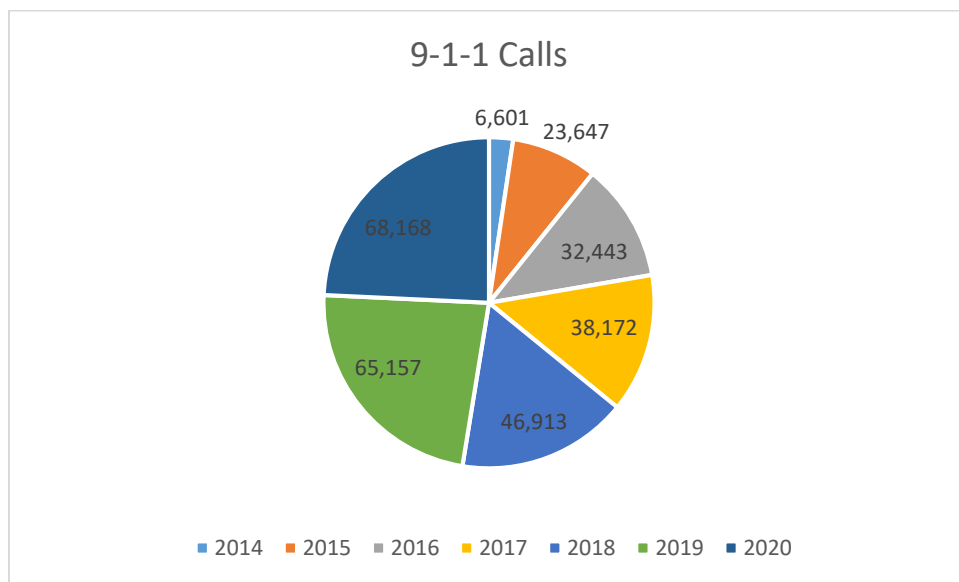
BD - Broadview Heights
 BV - Brecksville
 CU - Cuyahoga Heights
 NH - Newburgh Heights
 VV - Valley View
 MP - Cleveland Metroparks

BH - Brooklyn Heights
 BY - Brooklyn
 IN - Independence
 SV - Seven Hills
 CVD2 - Chagrin Valley Dispatch

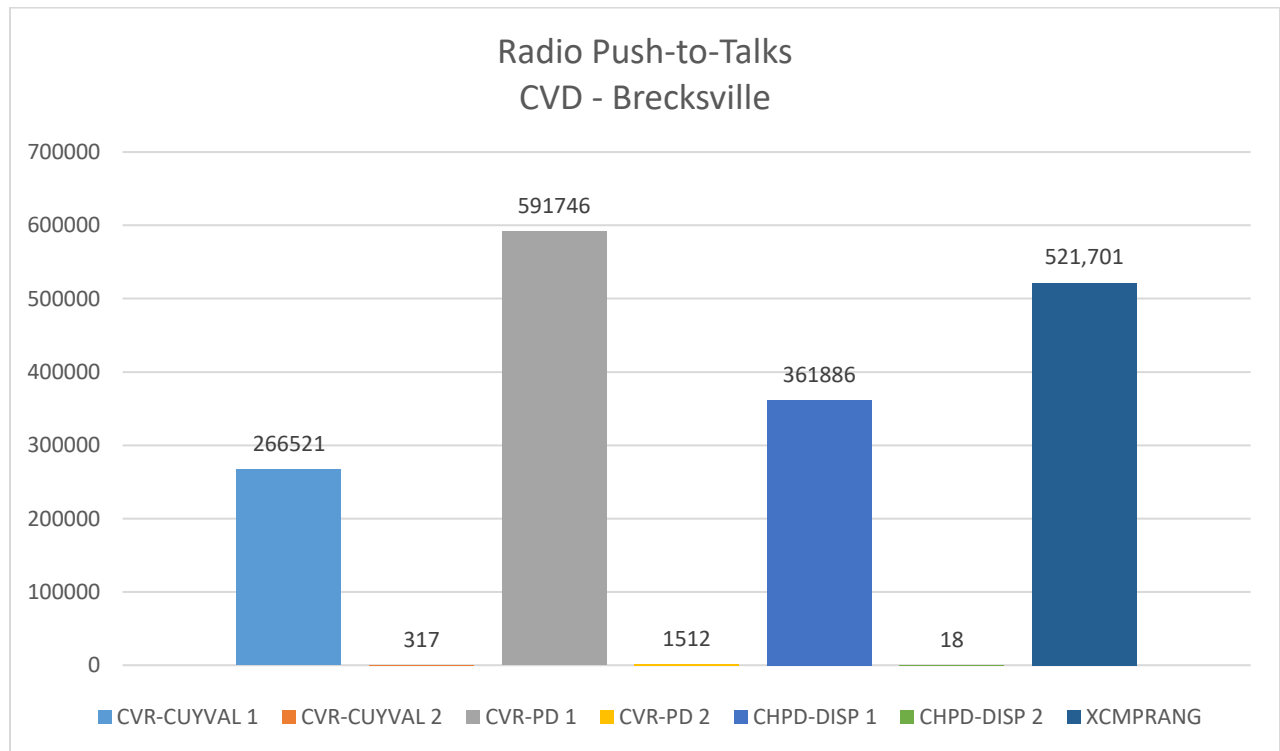
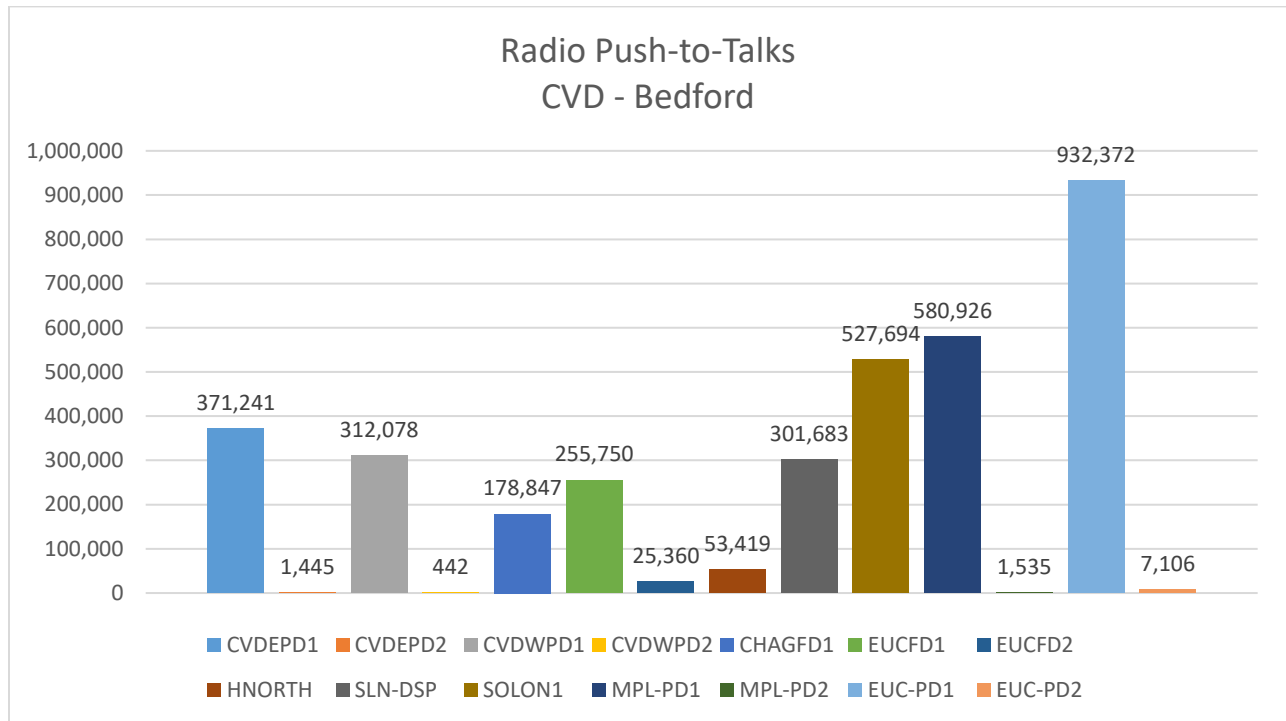
Telephony Statistics

Chagrin Valley Dispatch continues to utilize the new Countywide Emergency Callworks system which allows us to integrate our 9-1-1 lines and 10-digit lines into one easy-to-use system, eliminating the need for two individual phone systems.

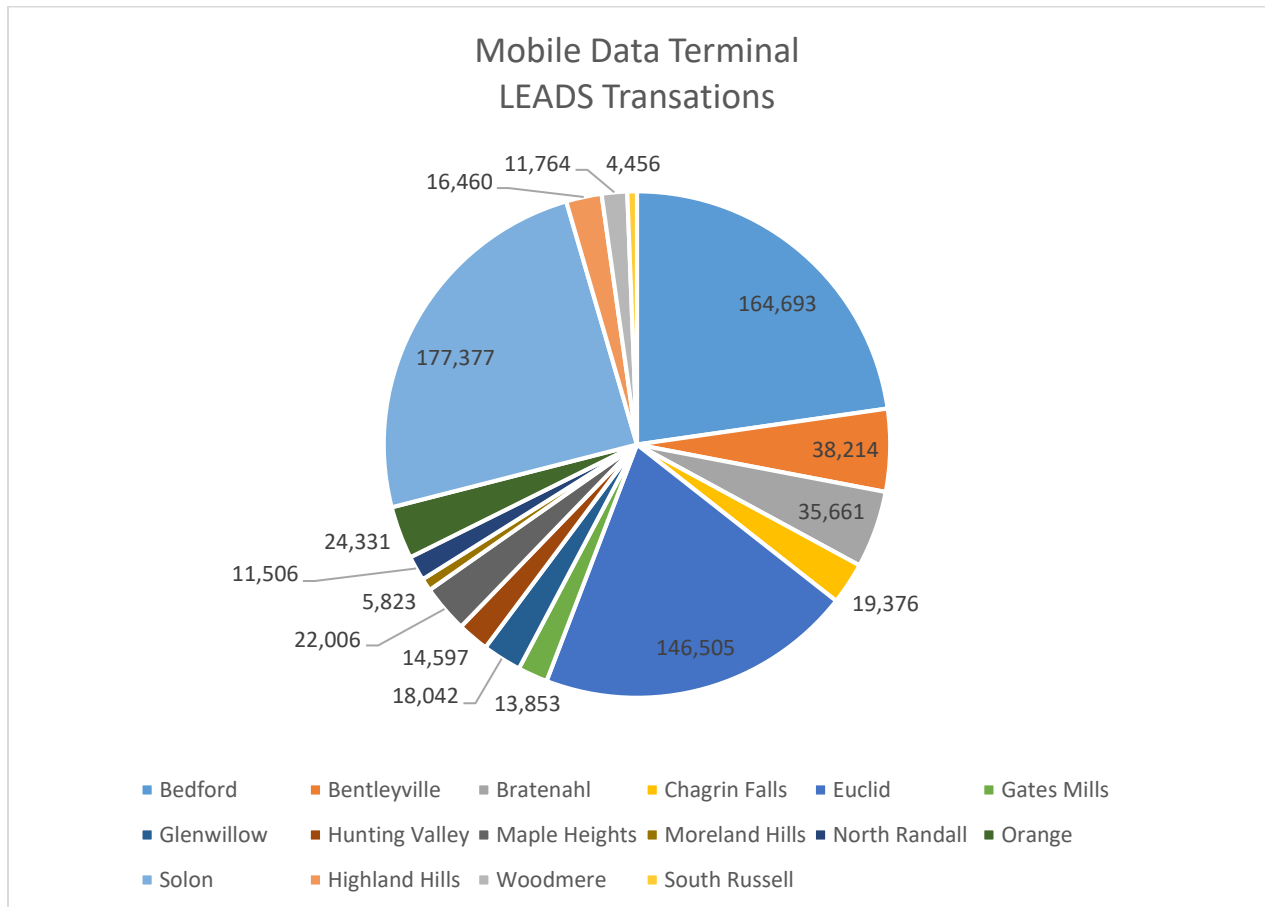
We experienced a 4.42% increase in 9-1-1 calls and a 1.72% increase in our 10-digit line calls.



Radio Communications



MDT – LEADS Transactions



Tactical Dispatch Unit

In today's communication centers, the need for Tactical Dispatchers is increasing. We have been working to create and develop a strong team of trained Tactical Dispatchers that are prepared to fill this need. With the formation of this team, our staff will be sent into the field to provide communications support for a variety of incidents. This includes Special Weapons and Tactics (SWAT), Hostage Negotiation Team (HNT), and Unmanned Aerial System (UAS) deployments as well as public relation events.

The team received training to help them learn new methods, discuss changing trends, and practice their new skills through exercises and group discussions. They will also become certified in Incident Command System (ICS) & National Incident Management System (NIMS) and learn how they apply to Tactical Dispatching, on-scene roles and responsibilities, proper use of common field communication technology, mutual aid for emergency communications, and continued education & training.

This year our team was fortunate enough to still be able to hold in-person classes provided by FEMA to complete both the Incident Tactical Dispatcher as well as the Incident Communications Center Manager courses.



2020 Annual Report – Chagrin Valley Dispatch



2020 Annual Report – Chagrin Valley Dispatch



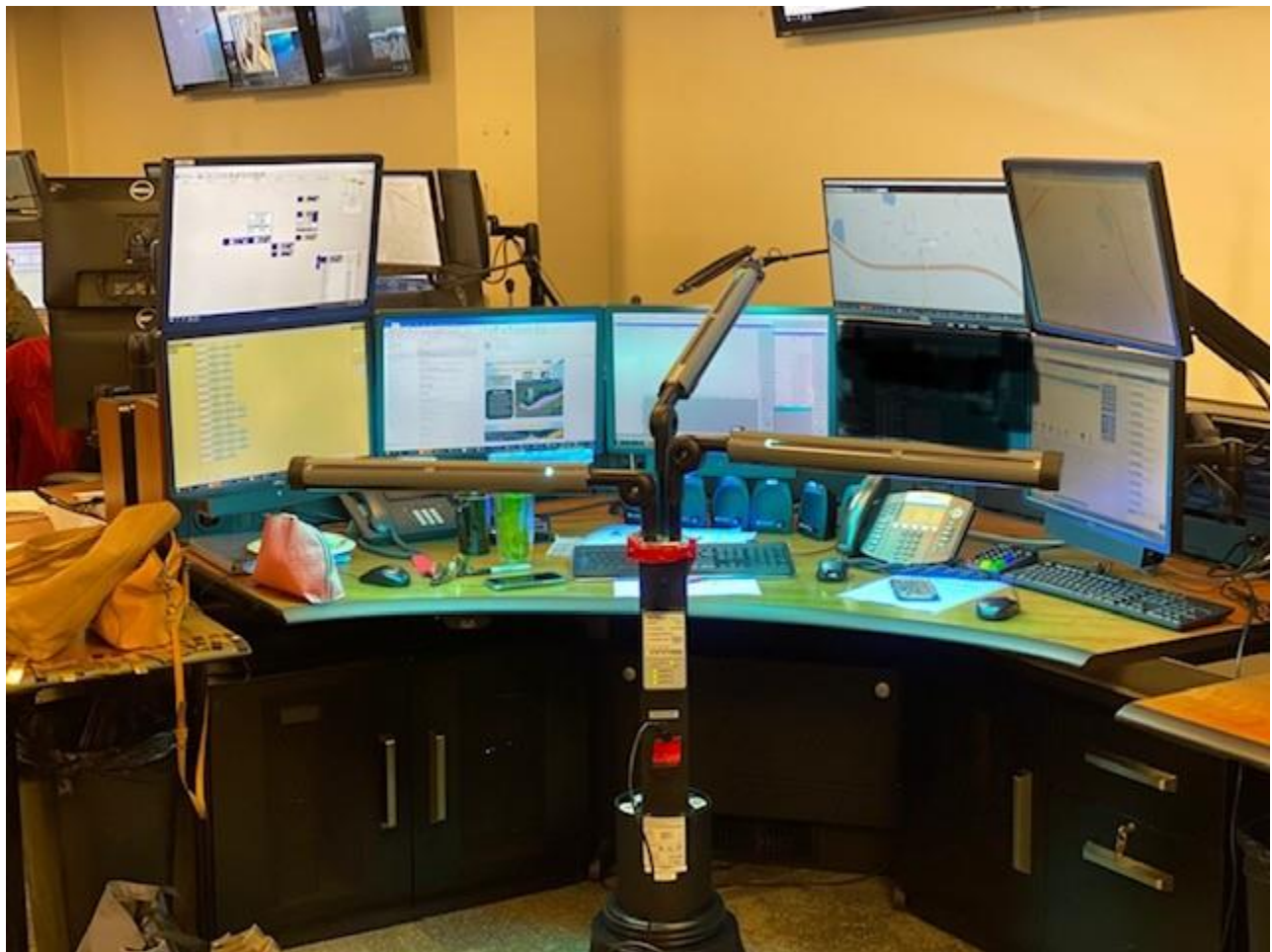
HAVOC-1

This project has been 18-months in the making, but we finally took delivery of our new communications truck. Manufactured by LDV, Inc. out of Wisconsin, this new 40-foot truck will boast six full dispatch positions with full capabilities as if we were sitting in one of our centers. It is anticipated that HAVOC-1 will be placed into service in early 2021.

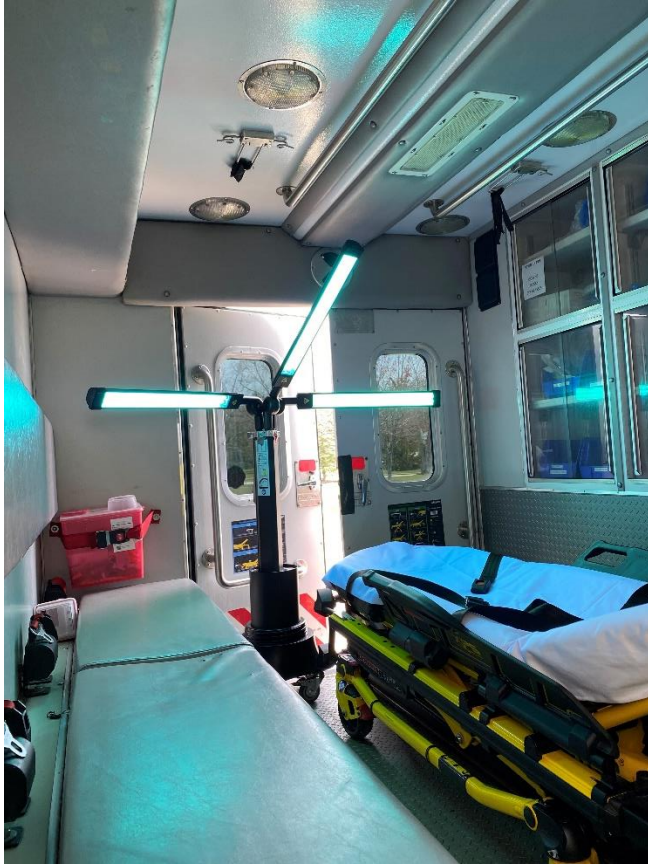


COVID-19

This year has been immensely challenging and consequential for public safety. We had to adjust and then constantly readjust to keep our employees and partners safe as we remained on the front lines working to slow the spread and mitigate the impacts of the pandemic. At every turn, we stepped up to the challenge and adapted. Through a partnership with Daylight Medical we were able to disinfect all our dispatch positions weekly as well as offer a drive through service to disinfect our ambulances, police cars, and personnel equipment after exposures.



2020 Annual Report – Chagrin Valley Dispatch

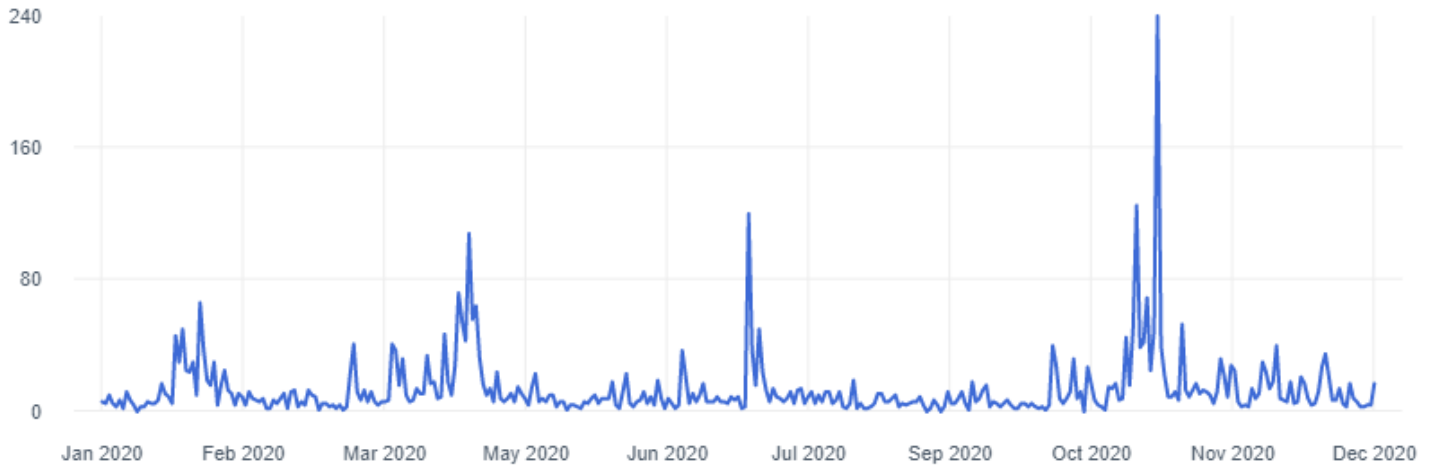


Social Media

Reaching the public through social media continues to be successful.

Total Views By Section

Total Views



Total Page Likes: 1,142



Consolidations

August 2013

Village of Gates Mills

April 2014

Village of Highland Hills

May 2014

Village of North Randall

April 2015

City of Euclid

January 2016

Village of Bratinahl

August 2016

City of Solon

Village of Glenwillow

August 2017

City of Bedford

Consolidations (continued)

January 2018

City of Brecksville

City of Broadview Heights

City of Independence

City of Seven Hills

May 2018

City of Maple Heights

August 2018

City of Brooklyn

Village of Brooklyn Heights

Village of Cuyahoga Heights

Village of Newburgh Heights

Village of Valley View

December 2020

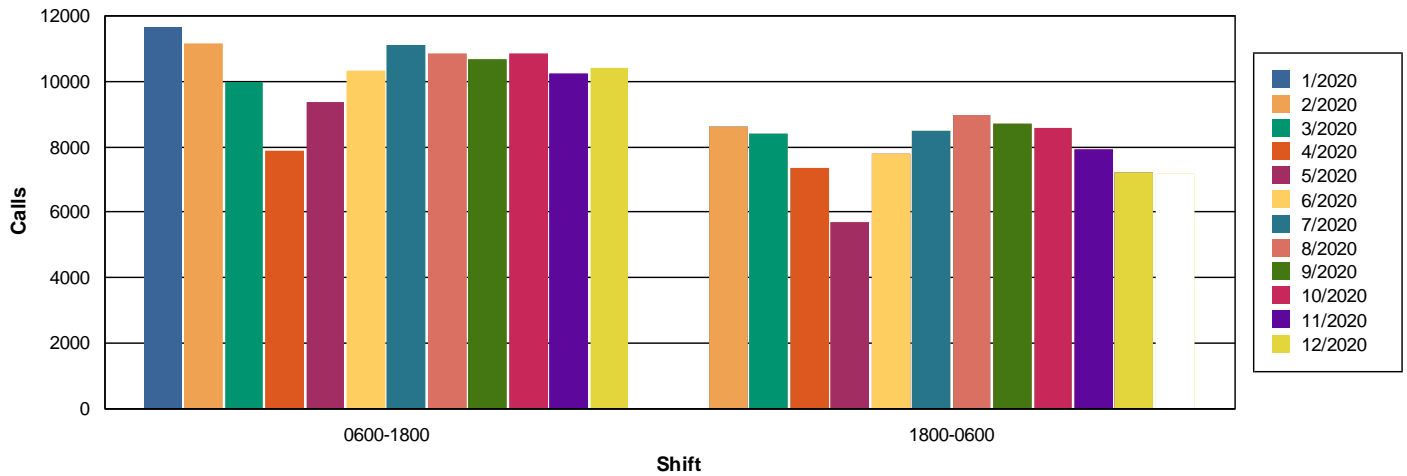
Cleveland Metroparks

Year End Statistics

CVD - Bedford

Calls Received by Month and Shift

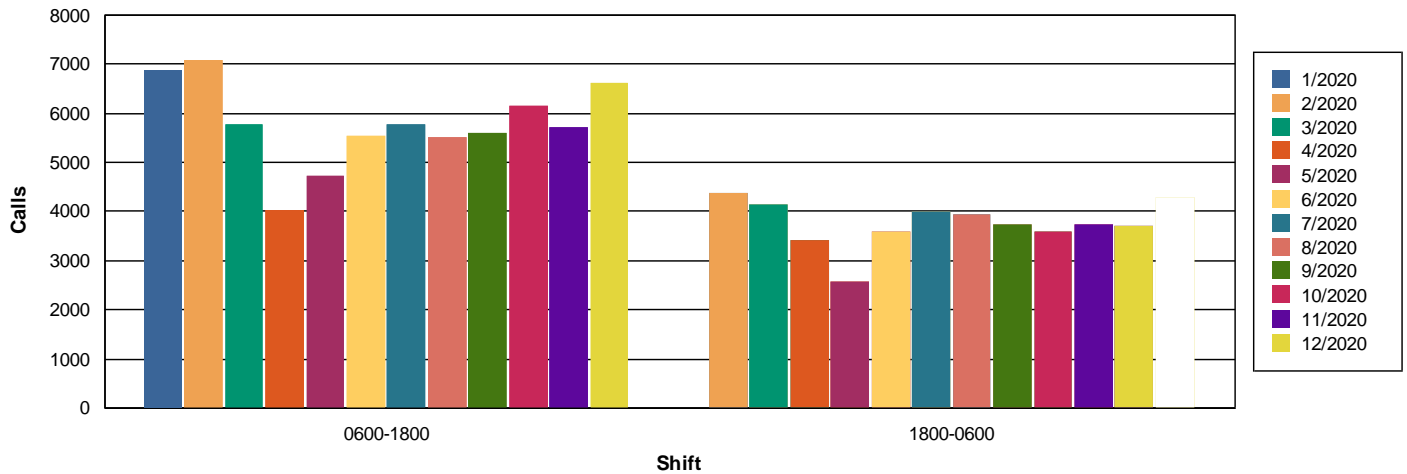
For 2020



CVD - Brecksville

Calls Received by Month and Shift

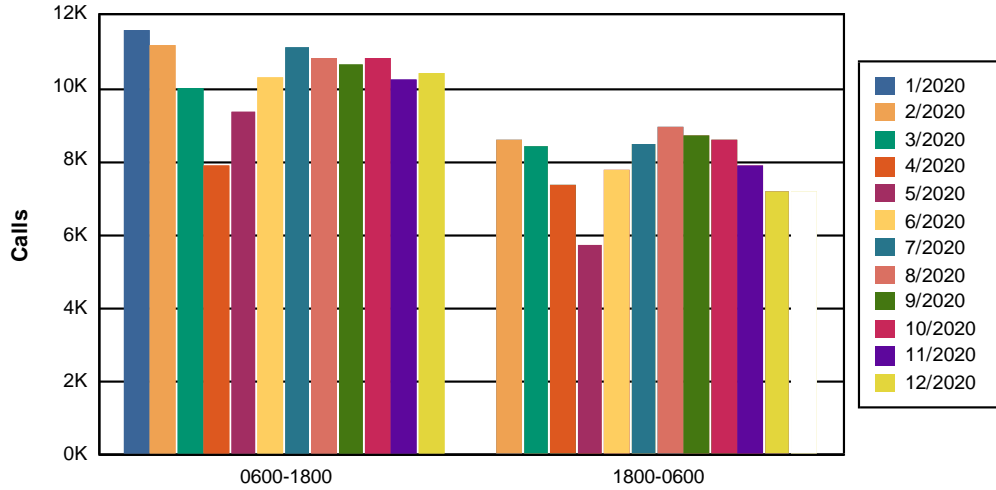
For 2020



CVD - Bedford

Calls Received by Day of the Week and Shift

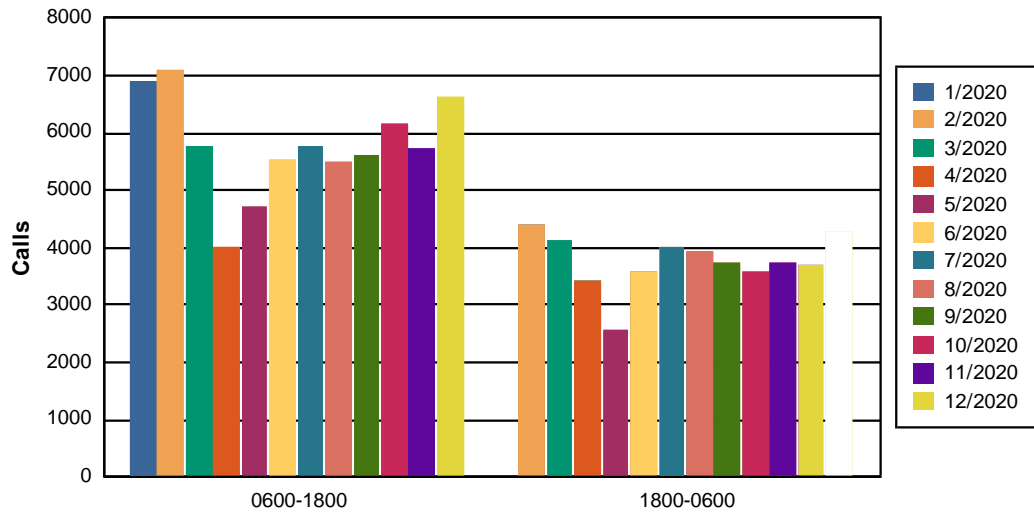
For 2020



CVD - Brecksville

Calls Received by Day of the Week and Shift

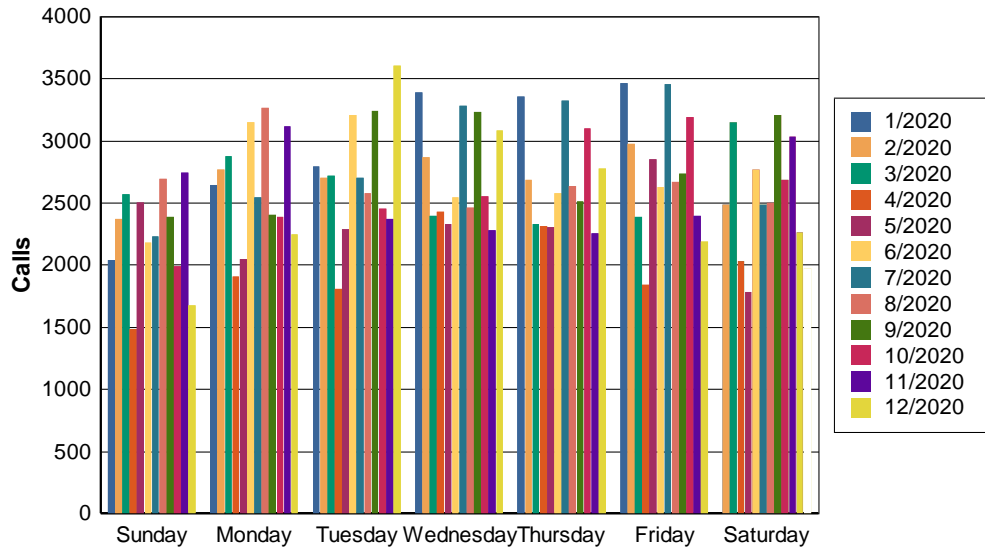
For 2020



CVD – Bedford

Calls Received by Day of Week and Month

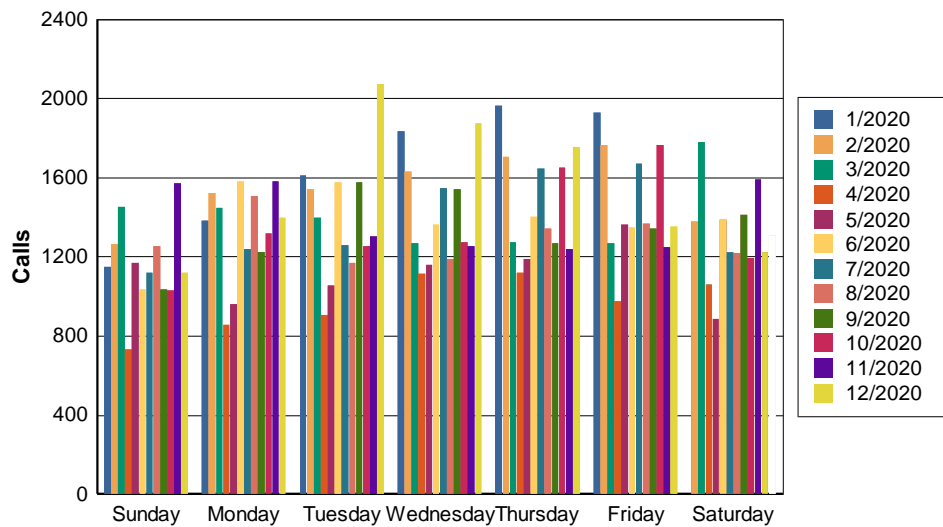
For 2020



CVD – Brecksville

Calls Received by Day of Week and Month

For 2020

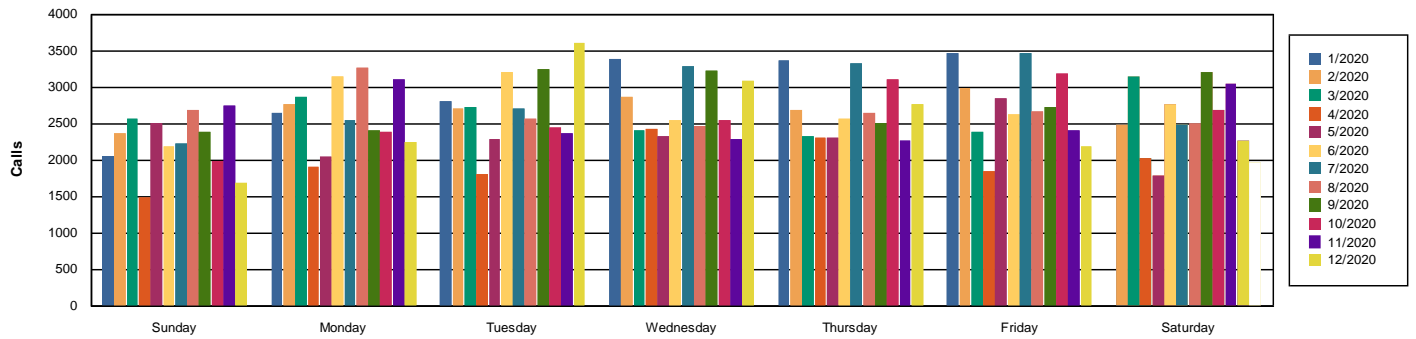


2020 Annual Report – Chagrin Valley Dispatch

CVD - Bedford

Calls Received by Day of Week

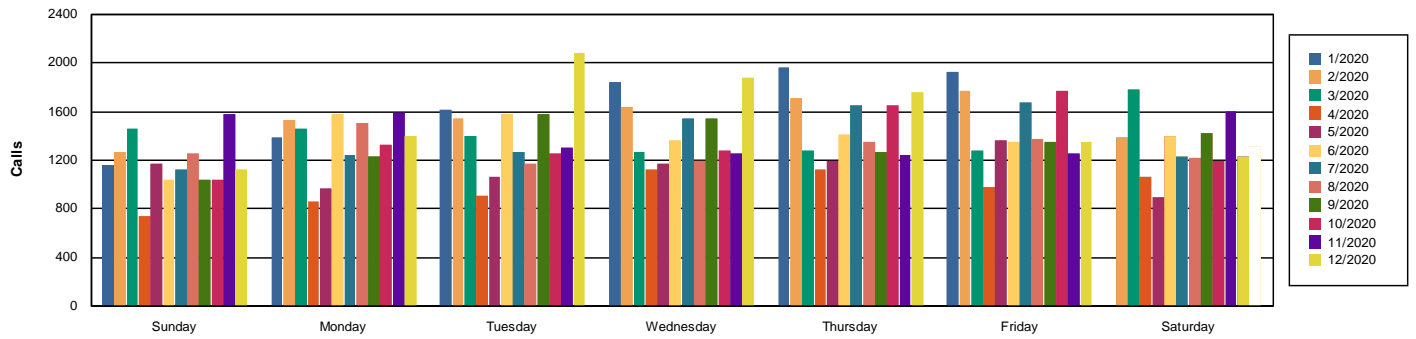
For 2020



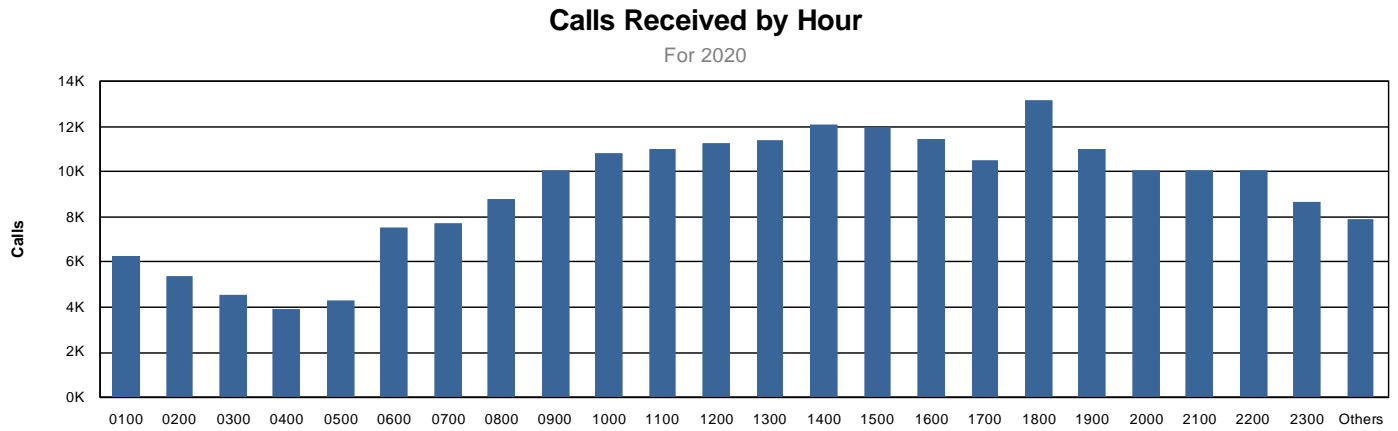
CVD - Brecksville

Calls Received by Day of Week

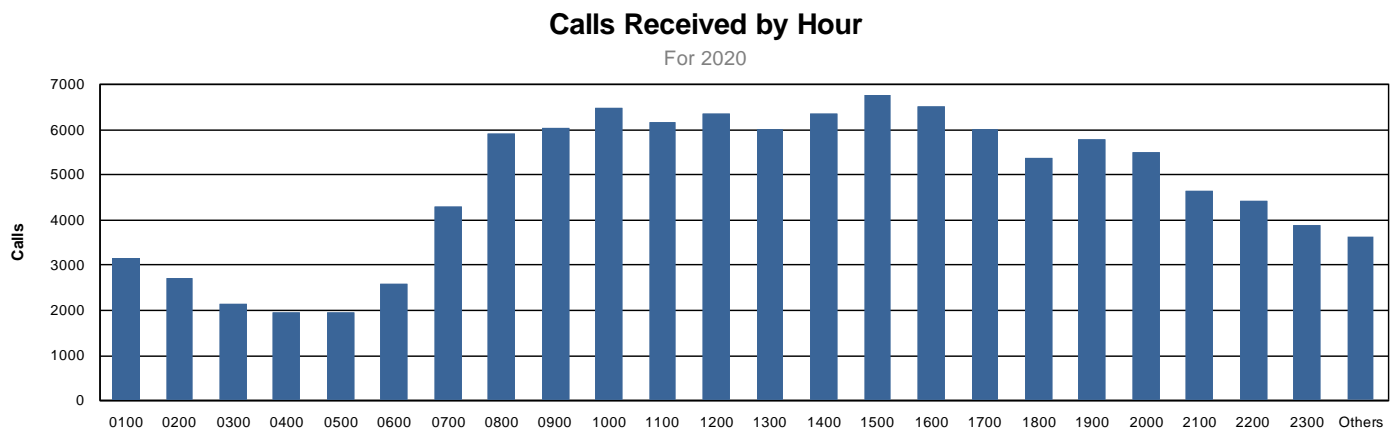
For 2020



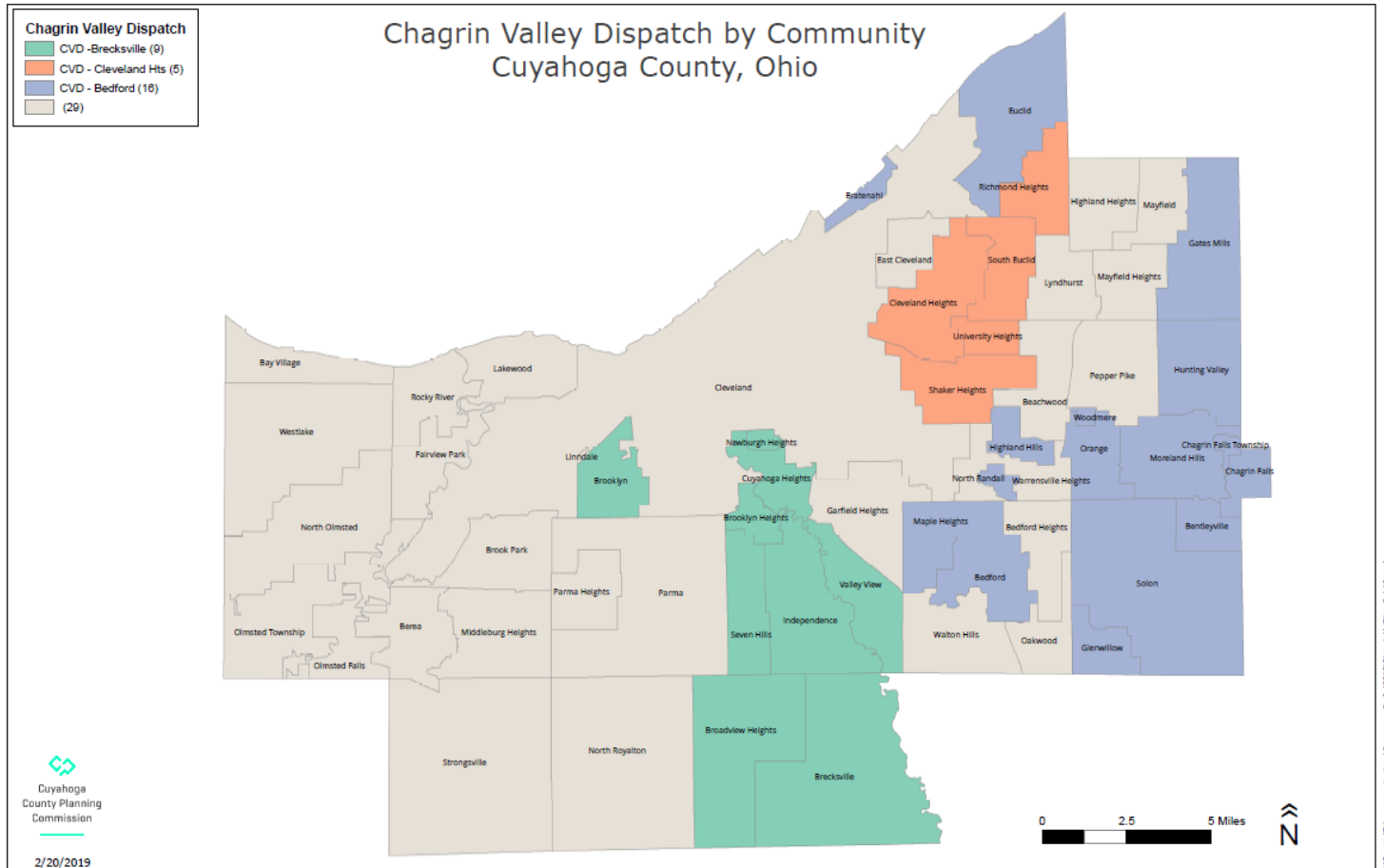
CVD - Bedford



CVD - Brecksville



PSAP – Map





Proposed: 8/2/2021

ORDINANCE NO. 105-2021 (AS)

By Council Member

An Ordinance to accept the fact finding recommendations in the matter of the City of Cleveland Heights and the Ohio Patrolmen's Benevolent Association (OPBA), SERB Case Nos.: 2020-MED-12-1424; 2020-MED-12-1425; and 2020-MED-12-1426; and declaring an emergency.

WHEREAS, the City and the OPBA (Union) proceeded to a fact finding hearing on June 24, 2021, pursuant to Ohio Revised Code 4117.14(C); and

WHEREAS, the Fact Finder issued his report and recommendations on July 26, 2021, consistent with the provisions of Ohio Revised Code 4117.14(C); and

WHEREAS, pursuant to Ohio Revised Code 4117.14(C)(6), not later than seven (7) calendar days after the fact finding recommendations are served, the Council of the City of Cleveland Heights, as the legislative body, may by a vote of three-fifths of the total membership, accept or reject the recommendations; and

WHEREAS, pursuant to Ohio Revised Code 4117.14(C)(6), if neither the legislative body nor the public employee organization (Union) rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues; and

WHEREAS, upon review, the administration and the legislative body have determined the fact finding recommendations to be acceptable as a whole in consideration of the interests of the City of Cleveland Heights and the interest and welfare of the public.

BE IT ORDAINED, by the Council of Cleveland Heights, Cuyahoga County, Ohio, as follows, to wit:

SECTION 1. The Council of the City of Cleveland Heights hereby accepts the recommendations of the fact finder including prior tentative agreements between the parties in accordance with the Report and Recommendations of the Fact Finder attached hereto as Exhibit A.

SECTION 2. 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 3. This Ordinance 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 that action is necessary within seven (7) days of the issuance of the fact finding recommendations consistent with the provisions of Ohio Revised Code 4117.14(C)(6). 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

ORDINANCE NO. 105-2021 (AS)

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

AMY HIMMELEIN
Clerk of Council

PASSED:

FINDINGS AND RECOMMENDATIONS

I. BACKGROUND

On May 14, 2021, The State Employment Relations board (SERB) appointed John F. Lenehan as the Fact Finder in the matter of the Ohio Patrolmen's Benevolent Association and the City of Cleveland Heights (Case Nos. 2020 – MED – 1424, 2020 – MED – 1425, and 2020 – MED – 1426). A Fact-Finding Hearing was held on June 24, 2021 at 10:00 A.M., Cleveland Heights Community Center, 1 Monticello Boulevard, Cleveland Heights, Ohio. The Ohio Patrolmen's Benevolent Association ("OPBA" or "Union") was represented by Daniel J. Leffler, Esquire and George Gerken, Esquire. The City of Cleveland Heights ("City" or "Employer") was represented by Robin Bell, Esquire. Also, in attendance on behalf of the Union and the Employer were representatives from the bargaining units and management.

During the hearing on June 24, 2021, the parties reached agreement on two (2) of the issues in dispute. Those were: Issue #2 (Article 16 – Defense of Claims and Issue #8 (Article 6 – Hours of Work). At the conclusion of the hearing, the parties agreed that the Fact-Finding Report would be issued via email to the parties' representatives and SERB on July 26, 2021. The following report is the Finding and Recommendation of the Fact Finder.

A. Description of the Bargaining Units:

A description of the bargaining units is set forth in the Recognition Articles of the two bargaining agreements between the Union and Employer. Those Articles read as follows:

**AGREEMENT BETWEEN
CITY OF CLEVELAND HEIGHTS
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
CLASSIFIED POLICE OFFICERS
UNCLASSIFIED SERVICE BASIC PATROL OFFICERS**

**ARTICLE 1
RECOGNITION**

The Employer agrees to recognize the OPBA as the representative of employees in the following

unit certified by SERB in Case Nos. 2012-REP- 12-0146 and 2012- REP- 12- 0147: all Patrolmen, Patrolwomen, Detectives, and Basic Patrol Officers below the rank of Sergeant on the Cleveland Heights Police Department, including investigators, and excluding all other employees.

**AGREEMENT
BETWEEN THE
CITY OF CLEVELAND HEIGHTS
AND
OHIO PATROLMEN’S BENEVOLENT ASSOCIATION
CLASSIFIED SERVICE CAPTAINS
CLASSIFIED LIEUTENANTS
CLASSIFIED SERGEANTS**

**ARTICLE 1
RECOGNITION**

The Employer agrees to recognize the OPBA as the representative of employees in the following bargaining unit certified by SERB in Case NO. 2012 – REP – 12-0148: all Police Officers and Detectives holding the ranks of Sergeant and above, and excluding the Chief of the Department or those individuals who, in the absence of the Chief, are authorized to exercise the authority and perform the duties of the Chief of the Department.

As indicated in the Employer’s Prehearing Statement, the parties collective bargaining relationship preceded 1984 and the relationship was reaffirmed by unchallenged requests for Voluntary Recognition in 1984. Currently, the bargaining units are comprised of approximately:

7 Sergeants, 4 Lieutenants, 4 Captains
22 Unclassified Service Patrol Officers (BPO’s)
55 Classified Police Officers

B. Description of the Employer

The Employer is the City of Cleveland Heights, Ohio organized and operating pursuant to the Constitution and the laws of the State of Ohio. It provides law enforcement services for the City through its Police Department.

C. History of Bargaining

The Employer and the Union were parties to two (2) collective bargaining agreements

which expired on March 31, 2021. The parties engaged in four (4) bargaining sessions and one (1) mediation session with a federal mediator. Prior to and during fact finding, the parties reached tentative agreement on the following items:

Article 5, Employee Rights
Article 6, Hours of Work
Article 7, Vacation
Article 16, Defense of Claims
Article 19, Personnel Files
Article 28, Duration
Appendix A, Educational Incentive Bonus
Clothing Maintenance Allowance
Longevity
Gun Upon Retirement
Appendix B, Investigator – Plain Clothes Compensation

D. Incorporation of Articles and Issues Tentatively Agreed upon and/or not in Dispute.

All Articles or issues tentatively agreed upon or not in dispute are hereby incorporated into this Fact-Finding Report and Recommendation and made a part of any successor CBA.

E. Unresolved Issues

The following articles and or issues remained unresolved at the time of the hearing:

Issue 1	Article 9	Health Insurance
Issue 2	Article 28	Personal Leave
Issue 3	Appendix A	Tuition Reimbursement
Issue 4	Appendix A	Police Training Officer (PTO)
Issue 5	Appendix A	Firearms Proficiency
Issue 6	Appendix B	Compensation
Issue 7	(New)	Substance Abuse Testing

II CRITERIA

Pursuant to the Ohio Revised Code, Section 4117.14 (G) (7), and the Ohio Administrative Code, Section 4117-95-05 (J), the Fact Finder considered the following criteria in making the recommendations contained in this Report.

- 1) Past collectively bargained agreements between the parties;

- 2) Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employers in comparable work, given consideration to factors peculiar to the area and the classifications involved;
- 3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect on the normal standards of public service;
- 4) Lawful authority of the public employer;
- 5) Stipulations of the parties; and,
- 6) Such factors as not confined to those above which are normally and traditionally taken into consideration.

III ISSUES AND RECOMMENDATIONS

Issue 1	Article 9	Health Insurance	Pages 5-8
Issue 2	Article 28	Personal Leave	Pages 8-10
Issue 3	Appendix A	Tuition Reimbursement	Pages 10-11
Issue 4	Appendix A	Police Training Officer (PTO)	Pages 11-12
Issue 5	Appendix A	Firearms Proficiency	Pages 12-14
Issue 6	Appendix B	Compensation	Pages 14-19
Issue 7	(New)	Substance Abuse Testing	Pages 19-20

Issue by Issue Summary of the Parties' Positions and Discussion:

The Union's and the Employer's detailed position and rationale on each unresolved issue were submitted to this neutral at hearing. However, in summary the proposed position of each party is as follows:

ISSUE 1 ARTICLE 9, HEALTH INSURANCE

The Union proposed to include a cap on the current employee insurance contributions at \$100 per month for single coverage and \$200 per month for family coverage. The Union argued this will protect employees against major spikes in healthcare costs. The Union also proposed an insurance waiver opt-out amount of thirty percent (30%) of the total plan costs.

The City's proposal is to maintain current contract language regarding the contribution scheme, and, in response to the Union's proposal, the City proposes to include a \$200 per month stipend for employees who opt-out of the City's health insurance plan.

Discussion:

The City's proposal to maintain the current contribution scheme is consistent with the insurance provision in other City of Cleveland Heights bargaining units (IAFF and Laborers', Local 860) whose agreements do not include capped employee health insurance contributions. To grant a capped insurance benefit to these bargaining units would be extending a benefit not granted to IAFF, Laborers', Local 860, and non-bargaining unit City employees. Particularly in the area of insurance, maintaining consistent benefit levels and terms is key to ensuring equity and fairness among all City employees. As noted by the City, the IAFF agreement includes an equitability clause where it is likely that any additional fringe benefit, such as healthcare, negotiated with or awarded to the OPBA will be automatically extended to the IAFF. This consideration makes pattern bargaining, in the area of healthcare, particularly important for the City and its employees.

The Union's position that a capped insurance contribution amount will protect employees from spikes in healthcare costs, is understandable, however, it is noted the City

is not seeking an increase in the employee monthly contribution amount, nor is it proposing to reduce benefit levels.

The City's proposal of maintaining the 12% employee contribution is less than the current statewide average employee contribution of 13.5%. The City's proposal to maintain an uncapped 12% employee cost sharing is reasonable considering that the average employee contribution for employees within cities of a population of between 25,000 and 99,999 is currently 13.4% for single coverage and 12.9% for family coverage.

The City's proposal of a \$200 per calendar month opt out payment is also more reasonable as it is a new benefit in the Agreement and can be predicted to be passed on to other employees and bargaining units.

Based on the information presented, it is recommended that the City's proposal be adopted.

RECOMMENDATION

ARTICLE 9 **HEALTH INSURANCE**

Section 1.

- A. During the term of this Agreement, the City will provide health insurance (medical and prescription drug) for all employees as provided to other City employees through a group plan. The City will provide a base plan and may provide alternate plans.

Commencing April 1, 2019, a major medical plan equal or comparable to MMO Plan B as of April 2018 shall be the base plan.

The City's contribution toward the cost of any alternate health plan elected by a participating employee shall be the same dollar amount as contributed by the City for single or family coverage under the base health plan.

- B. The City reserves the right to change insurers or to provide insurance through a self-funded program.

- C. ~~Effective April 1, 2015, the Employer shall contribute ninety percent (90%) of the cost of~~

~~the plan elected by the employee for health care, prescription, and any ancillary benefit coverage. Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., ten percent (10%) of the cost for coverage.~~

~~Effective April 1, 2020,~~ The Employer shall contribute eighty-eight percent (88%) of the cost of the base plan for health care, prescription, and any ancillary benefit coverage. Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., twelve percent (12%) of the cost for coverage of the base plan, plus any excess cost for any selected alternate plan (i.e., any cost for alternate coverage above the amount paid by the Employer for the base health plan).

- D. Dental insurance will also be provided and dental coverage will be capped at one thousand five hundred dollars (\$1,500.00) per individual per year.

Section 2. In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan or such other appropriate tier, as applicable. The same rule applies to dental insurance.

Section 3. Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

Section 4. A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 5. Effective with the 2014 plan year, the City shall utilize an ad hoc Health Care Committee consisting of representatives of the City (selected by the City) and of the City's bargained for and non-bargained for employees (with no more than one (1) representative from each of the City's bargaining units), which shall review the group health care benefit plan options made available to City employees. The Committee may recommend to the City any benefit changes designed to contain health care benefit costs, but the City retains full discretion and authority to determine the benefit plans made available to City employees.

New Section 6. Insurance Waiver. *Any member of the bargaining unit who elects to waive health insurance coverage in its entirety as described in Section 1 shall be paid an insurance waiver stipend in the amount of one hundred dollars (\$100.00) in each of the first two pay periods of a calendar month. Said annual amount will not exceed two thousand four hundred dollars (\$2,400) per year. Employees electing to opt out must comply with established administrative requirements, must maintain otherwise valid health insurance, and must provide proof of that insurance. The waiver will not become effective and waiver stipend payments will not be made until proof of alternate insurance is provided. In those cases where both spouses are employed by the City, if one spouse is provided coverage by the City pursuant to Section 2, the other spouse may not receive a waiver stipend.*

ISSUE 2 ARTICLE 28, PERSONAL LEAVE

The Union proposed to increase the number of personal leave hours from sixteen (16) to twenty-four (24) hours. The Union submits that the City increased the personal time for firefighters in the most recent contract negotiations. The City proposed to maintain the current personal leave benefit and notes that the agreement reached with firefighters was part of an overall economic package. The City further supports its position with external comparable data.

Discussion:

This Fact Finder is tasked with resolving the open issues submitted by the parties. Thus, in rendering a decision that includes all issues, such as compensation, healthcare, paid time off, it is reasonable that a recommendation on personal time be included in this award that will be part of an overall economic package. The City and IAFF agreed to an additional personal day for all firefighters (i.e., an additional 24 hours for shift personnel and an additional 8 hours for 40-hour firefighters). The OPBA proposes the same amount of increased personal time negotiated with the IAFF.

The Union's proposal is reasonable, in line with the internal pattern of personal leave, and should be awarded.

RECOMMENDATION

ARTICLE ~~28~~ 27 **PERSONAL LEAVE**

Section 1. Commencing in calendar year ~~2019-2021~~, ~~sixteen (16)~~ **twenty-four (24)** hours of paid personal leave will be available to a non-probationary employee annually. Personal leave will normally be credited on January 1st of the calendar year; however, for calendar year ~~2019-2021~~, personal leave will be credited within thirty (30) calendar days of the **execution of the agreement**, ~~issuance of a conciliation award~~. Any newly hired probationary employee will be credited with a pro-rata share of personal time following successful completion of the first year of employment.

Section 2. Requests for use of personal leave must be submitted at least seventy-two (72) hours in advance of the date being requested. Personal leave must first be used in full shift increments (e.g., eight [8] or twelve [12] hours) and must be approved in advance by the Chief or her designee; remaining hours, if any, that do not constitute a full shift may then be requested. In the case of emergency circumstances, the Chief/designee may, without precedent, waive the seventy-two (72) hour advance request requirement.

Section 3. Any hours of unused personal leave remaining in an employee's personal leave account on December 31 of each year, or at time of separation from employment if prior to December 31, are not subject to payment and will be eliminated.

ISSUE 3 APPENDIX A. TUITION REIMBURSEMENT

The City proposes language limiting the tuition reimbursement to twenty thousand dollars (\$20,000) per employee. Additionally, the City proposes language to clarify that the current three (3) year timeframe in which a separating employee could be obligated to repay tuition reimbursement amounts is three (3) years of receiving any tuition reimbursement. The Union proposes current contract language.

Discussion:

The City's proposal places reasonable limitations on this benefit that demonstrate accountability to the public, while maintaining an excellent benefit for employees. The current language permits employees to be reimbursed for one (1) degree only, whether a Bachelor's degree or advanced degree. The Employer provided evidence regarding the rising costs of higher education, especially for degrees beyond the Bachelor level. A monetary cap on this benefit is reasonable and the amount of \$20,000 toward the cost of a degree remains a substantial benefit to employees.

The Employer's proposal is recommended.

RECOMMENDATION

APPENDIX A

TUITION REIMBURSEMENT

Section 1. The City of Cleveland Heights will provide tuition reimbursement for college accredited courses, including graduate level courses, taken by employees covered by this Agreement provided that the following conditions are met:

- A. A grade of "C" or better is attained.
- B. Adequate documentation is provided.
- C. Prior approval is received from the Chief of Police. Any denial of such approval shall occur within ten working days of the request.
- D. The rate of reimbursement will be in accord with current public college rates for all officers beginning or resuming studies after April 1, 2000.

Section 2. Effective upon ratification for all officers, the following additional conditions shall apply to receive tuition reimbursement for college accredited courses or graduate level courses: (a) the degrees must be in law enforcement or courses of study that the Chief deems are beneficial to the operation of the Department, and (b) the City will provide tuition reimbursement only for Bachelor's degrees and one advanced degree, whether a JD Degree or Master's Degree.

Effective April 1, 2016, for all officers, except officers enrolled in a JD Degree or Master Degree program as of March 31, 2016, (following receipt of tuition reimbursement for a Bachelor's degree), tuition reimbursement will be available for one (1) degree only, whether a Bachelor's degree or one advanced degree. *Effective April 1, 2021, tuition reimbursement shall be capped at twenty thousand dollars (\$20,000) per employee for the duration of the employee's employment.*

Section 3. If an employee receives tuition reimbursement from the City and thereafter separates employment with the City within three (3) years *of receiving any tuition reimbursement*, the employee will be obligated to repay the City for all amounts paid pursuant to this Article. The City and the affected employee will work out a payment plan; absent mutual agreement otherwise, repayment will occur over a period of thirty-six (36) months from the date of separation.

ISSUE 4 APPENDIX A, POLICE TRAINING OFFICER (PTO)

The Union proposes that officers who are assigned as a police training officer be granted compensatory time for each day of police officer training. The City proposes the current benefit of \$2.50 per hour for each hour worked performing police training officer duties. The City argues that the Union's proposal will result in significant increased costs to

the City in this benefit area than what is reasonable and included in the budget. Further, the City submits that the PTO benefit increased in the last successor negotiations from \$1.50 per hour to \$2.50 per hour.

Discussion:

The current PTO cost is limited to approximately an additional twenty dollars (\$20.00) per day of training (\$2.50 times eight hours of work). Because this benefit was recently increased it is reasonable for the City to maintain the status quo position of \$2.50 per hour for each hour of training.

The Employer's proposal is recommended.

RECOMMENDATION

APPENDIX A

POLICE TRAINING OFFICER (PTO)

Any officer designated and performing the duties of a Police Training Officer (PTO) shall receive a ~~one dollar and fifty cents (\$1.50)~~ *two dollars and fifty cents (\$2.50)* per hour premium for all hours worked performing the duties of an PTO.

~~Commencing with the first full pay period following ratification/acceptance of a final tentative agreement or fact finding recommendation by both parties (date of latest acceptance), or issuance of a conciliator's award, as applicable, any officer designated and performing the duties of a Police Training Officer (PTO) shall receive a two dollar and fifty cents (\$2.50) per hour premium for all hours worked performing the duties of a PTO.~~

ISSUE 5 APPENDIX A, FIREARMS PROFICIENCY

The Union proposes to increase the current firearms proficiency (2.5% of base pay) to 3% in 2021, 3.5% in 2022, and 4% in 2023. The Union compares this benefit to the paramedic pay received by firefighters (currently 5% of base pay per year). The City proposes to maintain the current firearms proficiency pay benefit and proposes language

clarifying that employees must remain employed at the time payment is made in order to be eligible. Moreover, the City submits that the firearms proficiency, particularly because it is percentage-based, is compensation and should be viewed as a proposal for an additional wage increase.

Discussion:

In terms of the benefit amount of firearms proficiency pay, it is noted that the firefighters receive a paramedic pay stipend of 5% of base pay. However, the City's position that the Union's proposal must be viewed in conjunction with the overall package, including compensation (and as compensation) is well taken.

The City notes that the firearms benefit was increased in the 2015 – 2018 collective bargaining agreement (from two percent [2%] to two and one-half percent [2.5%]), and the parties negotiated changes that were a cost savings to the City in that agreement. Further, comparable jurisdictions, on average, pay a lesser amount for firearms proficiency, or no amount at all as firearms certification is a job requirement for a certified peace officer in Ohio.

The City's proposal to maintain the current benefit leave is reasonable, and negotiations history and external comparable data supports that no increase is justified for this benefit.

Clear language addressing the proration of firearms pay for an employee separation employment is necessary. The parties had discussion on this point, and it was evident that language is needed to eliminate confusion on the topic.

The Employer's proposal on maintaining the current benefit of 2.5% base pay is recommended with the following language addressing proration of the firearms proficiency

pay upon separation of employment.

RECOMMENDATION

APPENDIX A

FIREARMS PROFICIENCY

On or about September 15th of each year, active officers ~~as of January 1st of the current year~~ will receive an annual bonus of 2.5% against the base wage for firearms proficiency. Eligibility shall be determined in July of each year through certification by the Chief of Police as to those officers who have successfully completed the annual stage of fire prescribed by the Ohio Peace Officers Training Council for continuing firearms certification. *The period in which eligibility is to be determined shall be July 1st through June 30th. Employees who qualify through annual firearms certification and separate employment prior to June 30th shall receive a prorated firearms proficiency payment.*

ISSUE 6 APPENDIX B, COMPENSATION

The Union proposes three percent (3%) wage increases for each year of the Agreement, a rank differential of 16% between Patrol Officer to Sergeant, and an increase in the existing rank differentials between Sergeant and Lieutenant and Lieutenant and Captain from eleven percent (11%) to thirteen and one-half percent (13.5%). The Union provided information that the City can afford to pay its wage demand as its financial position has improved, even before substantial federal funds were approved by Congress. The Union argues that internally the patrol officers continue to fall further behind their firefighter comparables. The Union submits that the pay rates for police officers in the City are not competitive with comparable jurisdictions. The Union argues that the internal and external inequity must be addressed.

The City proposes two percent (2%) in 2021, one percent (1%) in 2022, and one percent (1%) in 2023, in consideration of all the Union's economic proposals. The City

acknowledges it settled the recent IAFF negotiations at 2% wage increases for each year of the contract and \$2,500 lump sum payments in 2021 and 2022. The Employer also proposes to maintain current contract language for the rank differentials. The City submits that it has long relied on pattern bargaining for reasons of equity and consistency. Here, the pattern as established by IAFF should be taken into consideration in this Fact Finder's review of the issue of compensation.

The City argues that it must be responsible in its spending of taxpayer dollars. The City is not claiming an inability to pay, as is demonstrated by its proposal and discussion of reasonable and supported wage increases, but agreeing to excessive increases that are unsupported by any data and that will cause long-term deficit spending is not in the best interest of the public. The City's financial goal is to continue to improve the financial position of the general fund to ensure long term sustainability in its commitment to the public, taxpayers, and its employees.

The City submits that the recent federal stimulus package (American Rescue Plan Act of 2021) funds may be used to make up for lost revenue stemming from COVID-19 but may not be used for general wage increases and pension costs, but only for the purpose of responding to the effects of the COVID-19 public health emergency, including the negative local economic effects suffered by many households, small businesses, and nonprofits in the community, among others. The City argues that the ARP funds cannot be used for the purpose of providing excessive wage increases.

Discussion:

Under the equitability clause in the IAFF Agreement, bargaining unit employees in the IAFF bargaining unit will receive any base pay percentage or other applicable fringe benefit

negotiated with, or awarded to, another bargaining unit, if the base pay percentage or benefit exceeds that which was negotiated with or awarded to IAFF. The specific language provides as follows:

ARTICLE XXVIII EQUITABILITY CLAUSE

If any other classified Civil Service bargaining unit in the City of Cleveland Heights which is negotiating under the jurisdiction of the State of Ohio Collective Bargaining Act (Chapter 4117) is given by the City or awarded in binding arbitration, a base pay percentage or other applicable fringe benefit (including but not limited to health/hospitalization, insurance pension, etc.) during the term of this contract which exceeds that included in this agreement, then members of this bargaining unit shall receive such additional benefit coincident with its being given to such other classified Civil Service bargaining unit. In-as-much as there are not all like benefit and pay items within the bargaining units, when applying the foregoing, the value of the package as a whole will be considered, not individual components of the package.

The key language of the Equitability Clause is underlined for emphasis. The value of the package as a whole is to be considered. Thus, a contract settlement may be made between the parties (or award issued by a neutral) that does not exactly mirror each individual component of the negotiated package. For instance, if a bargaining unit wishes to forgo a benefit in one area to receive an adjustment in another, the value of the package as a whole is to be considered. Provided the value is the same over the contract term, the equitability clause is not invoked for the IAFF bargaining unit employees.

Here, the value of the package negotiated with IAFF, which includes 2% wage increases each year, two separate \$2,500 lump sum payments, and an additional personal day (24 hours or 8 hours, depending on the employee's work schedule) are the key components of the IAFF contract.

The Union provided information demonstrating a need for an equity adjustment, as shown by internal and external comparators. The City's position, that for reasons of equity

and consistency, as well as to ensure long-term fiscal responsibility, it may not negotiate a total package greater than that which was negotiated with IAFF is also a reasonable position.

This Fact Finder believes that perhaps a middle ground is for the bargaining unit to forego a benefit in one area, such as the significant lump sum payments, to allow for an equity adjustment that will benefit the employees by increasing their compensation and the City in offering higher wages to attract and retain candidates.

The Fact Finder believes that a \$0.60 equity adjustment in the first year of the agreement (prior to the application of the general wage increase), and a 2% wage increase for each year of the Agreement is a reasonable resolution that should not invoke the language of the IAFF Equitability Clause where the value of the package as a whole over the three-year contract term is the same. Moreover, recommended language as set forth below should also include a lump sum payment in consideration of the time period following April 1, 2021 and through the time of acceptance of the Fact Finder's report, or conciliation award, as applicable.

Additionally, the Fact Finder notes that the external comparables support a rank differential between the First Patrol Officer and Sergeant position. Currently, the wage difference between First Patrol Officer and Sergeant is about 14.1%. Though not specifically set forth in the agreement, where the bargaining units negotiate consistent wage increases during negotiations the practical implication is that there essentially exists an approximate 14% differential between First Patrol Officer and Sergeant. This Fact Finder recommends simply stating that in the Agreement to eliminate confusion around the appropriate percentage between these two positions.

The Fact Finder's recommended language is as follows:

RECOMMENDATION

APPENDIX B **COMPENSATION** **(BPO and Patrol Officers)**

Effective the first full pay period following execution of the Agreement employees will receive a sixty cents (\$0.60) per hour equity adjustment and a two percent (2.0%) general wage increase.

Effective April 1, 2022, employees will receive a two percent (2%) general wage increase.

Effective April 1, 2023, employee will receive a two percent (2%) general wage increase.

Accordingly, employees covered by this Agreement shall be compensated based upon the following schedule:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Position</u>			
1 st Officer	\$77,192.58	\$78,736.43	\$80,311.16
2 nd Officer	\$73,828.62	\$75,305.19	\$76,811.30
3 rd Officer	\$68,036.04	\$69,396.76	\$70,784.70
1 st BPO	\$60,455.40	\$61,664.51	\$62,897.80
2 nd BPO	\$56,759.94	\$57,895.14	\$59,053.04
3 rd BPO	\$52,829.88	\$53,886.48	\$54,964.21

~~[MOVED] In addition, any officer working on the major holidays of July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day will be compensated at a rate of one and one-half (1 1/2) times the officer's base hourly rate of pay.~~

Bargaining unit employees employed as of ~~January 28, 2019~~ **July 1, 2021**, will be paid a one-time lump sum wage adjustment as follows:

<u>Position</u>		
1st Officer	\$1.33	times hours worked and compensated for the time period of 4/1/21 through <i>the first full pay period following execution of the Agreement.</i>
2nd Officer	\$1.30	times hours worked and compensated for the time period of 4/1/21 through <i>the first full pay period following execution of the Agreement.</i>
3rd Officer	\$1.24	times hours worked and compensated for the time period of 4/1/21 through <i>the first full pay period following execution of the Agreement.</i>

1st BPO	\$1.17	times hours worked and compensated for the time period of <i>4/1/21</i> through <i>the first full pay period following execution of the Agreement.</i>
2nd BPO	\$1.14	times hours worked and compensated for the time period of <i>4/1/21</i> through <i>the first full pay period following execution of the Agreement.</i>
3rd BPO	\$1.10	times hours worked and compensated for the time period of <i>4/1/21</i> through <i>the first full pay period following execution of the Agreement.</i>

“Hours worked and compensated” as used above means actual hours worked including overtime/premium hours (at time and one-half) plus any hours of paid time off.

The lump sum wage adjustments will be made ~~in the second pay of February 2019~~ *no later than thirty (30) days after execution of the Agreement.*

APPENDIX B
COMPENSATION
(Ranking Officers)

~~Effective January 28, 2019, April 1, 2019, and April 1, 2020, respectively, a 2% wage increase will be applied to the Sergeant position and the 11% differentials shall be maintained.~~

There shall be a rank differential of fourteen percent (14%) between the First Patrol Officer position pay rate and the Sergeant pay rate, and a rank differential of eleven percent (11%) between Sergeant and Lieutenant and between Lieutenant and Captain.

Employees covered by this Agreement shall be compensated according to the following schedule:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Position</u>			
Captain	\$108,424.23	\$110,592.72	\$112,804.57
Lieutenant	\$97,679.49	\$99,633.08	\$101,625.74
Sergeant	\$87,999.54	\$89,759.53	\$91,554.72

~~[MOVED] In addition, any officer working on the major holidays of July 4th, Labor Day, Thanksgiving, Christmas and New Year’s Day will be compensated at a rate of one and one-half times the officer’s base hourly rate of pay.~~

Bargaining unit employees employed as of ~~January 28, 2019~~ **July 1, 2021**, will be paid a one-time lump sum wage adjustment as follows:

Captain	\$1.83	times hours worked and compensated for the time period of <i>4/1/21</i> through <i>the first full pay period following execution of the Agreement.</i>
Lieutenant	\$1.65	times hours worked and compensated for the time period of <i>4/1/21</i> through <i>the first full pay period following execution of the Agreement.</i>

Sergeant	\$1.49	times hours worked and compensated for the time period of 4/1/21 through <i>the first full pay period following execution of the Agreement.</i>
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“Hours worked and compensated” as used above means actual hours worked including overtime/premium hours (at time and one-half) plus any hours of paid time off.

~~The lump sum wage adjustments will be made in the second pay of February 2019.~~

ISSUE 7 NEW ARTICLE, SUBSTANCE ABUSE TESTING

The City proposes a comprehensive new article addressing substance abuse testing. The Union rejected the City’s proposal as it was submitted, however, it was clear that the parties never discussed the City’s proposal in detail. The Union stated that it was not opposed to reasonable suspicion testing or post accident testing. The City indicated that it wanted random testing also, but did not provide evidence that there was a current problem. The parties appeared to be in agreement that this matter may be addressed through a Memorandum of Understanding which will memorialize the parties’ intent to negotiate a mutually-acceptable substance abuse testing procedure.

Discussion:

Inasmuch as components of an employer’s drug testing policy / procedure affect wages, hours, terms and conditions of employment, the parties are obligated to negotiate at least some components of this issue.

The Fact Finder’s recommended language is as follows:

RECOMMENDATION

MEMORANDUM OF UNDERSTANDING **NEW ARTICLE SUBSTANCE ABUSE TESTING PROCEDURE**

The parties shall meet and shall agree upon a Substance Abuse Testing article that shall include procedures for reasonable suspicion testing and post-accident testing. The parties agree to meet and negotiate such a mutually acceptable substance abuse testing procedure no later than ninety

(90) days following the execution of the Agreement. Should the parties be unable to reach agreement on such a new Article, either party may invoke the dispute resolution procedure pursuant to R.C. 4117 on the limited issue of the New Substance Abuse Testing Procedure Article.

TENTATIVE AGREEMENTS

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above shall be considered to be recommended in the successor Collective Bargaining Agreement.

IV

CERTIFICATION

The fact finder respectfully submits the above recommendations to the parties this 26TH day of July 2021. The fact-finding report and recommendations are base on the evidence presented to me at a fact-finding hearing conducted on June 24th 2021. Recommendations contained herein are developed in conformity to the criteria for a fact finding found in the Ohio Revised Code 4717 (7) and in the associated administrative rules developed by SERB.

Respectfully submitted,

/s/John F. Lenehan
John F. Lenehan
Fact finder
July 26, 2021

V
PROOF OF SERVICE

This Fact-Finding Report was electronically transmitted this 26th day of July 2021 to the persons named below.

Union Representatives:

Daniel J. Leffler, Esquire (0076540)
George Gerken
10147 Royalton Road, Suite J
North Royalton, Ohio 44133
Ph: 440-237-7900
Fax: 440-237-6446
dleffler@opba.com

Employer Representative:

Robin Bell, Esquire
2351 South Arlington, Suite A
Akron, Ohio 44319
Ph: 330-785-7700
Fax: 330-
RBell@clemansnelson.com

SERB:

EMAIL: Mary.Laurent@serb.state.oh.us , med@serb.state.oh.us

Respectfully submitted

/s/ John F. Lenehan
John F. Lenehan
Fact Finder
July 26, 2021

Proposed: 08/02/2021

ORDINANCE NO. 106-2021 (AS)

By Council Member

An Ordinance repealing Section 107.02(a) of Chapter 107, "Public Meetings," of Part One, Administrative Code, of the Codified Ordinances of the City of Cleveland Heights; adopting a replacement Section 107.02(a) of Chapter 107, "Public Meetings"; amending Section 107.02(b); and declaring an emergency.

WHEREAS, the current requirement and method of noticing public meetings is antiquated and does not reflect the current technological trends; and

WHEREAS, the Council has determined that proposed amendments to Chapter 107 are in the best interest of the City, its residents, and the general goal of civic transparency.

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

SECTION 1. An amended Section 107.02(a) of Chapter 107, "Public Meetings," of Part One, Administrative Code, of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is adopted to read as follows:

(a) Regular Meetings. The time and place of all regular meetings of Council, Council committees, commissions, boards, citizen advisory committees of Council, and other similar public bodies of the City shall be noted in a calendar of monthly meetings. The calendar shall be posted on the Internet via the City's website and at City Hall, either electronically or in paper form. Amendments to the monthly calendar shall be posted, either electronically or in paper form, at the City Hall not less than twenty-four (24) hours prior to any meeting added to the calendar, except in the case of emergency meetings.

SECTION 2. Current Section 107.02(a) of Chapter 107, "Public Meetings," of Part One, Administrative Code, of the Codified Ordinances of the City of Cleveland Heights, as it existed prior to the effective date of the ordinance, is hereby repealed.

SECTION 3. Section 107.02(b) of Chapter 107, "Public Meetings," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

(b) Special Meetings. Notice of the time, place and purpose of special meetings of Council, Council committees, commissions, boards, citizen advisory committees of Council, and other similar public bodies of the City shall be given at least twenty-four (24) hours before such meeting is to be held. Such notice shall be posted ~~at the locations listed in subsection (a)(1)~~ in accordance with subsection (a) hereof. In addition, notification of any special meetings of public bodies of the City shall be given to any news media requesting such notification twenty-four (24) hours prior

ORDINANCE NO. 106-2021 (AS)

to the time of the meeting. This notification shall include the time, place and purpose of the special meeting.

SECTION 4. Notice of 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 5. This Ordinance 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 notice requirements of public meetings to better reflect current technological trends to ensure notice is disseminated in a manner that most easily reaches the masses. Wherefore, provided it receives the affirmative vote of five 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: 8/2/2021

ORDINANCE NO. 107-2021 (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.

ORDINANCE 107-2021 (F)

JASON STEIN
President of the Council

AMY HIMMELEIN
Clerk of Council

PASSED:

ORDINANCE 107-2021 (F)

Exhibit 1

Fund	Department	Object	Reason	Previously Approved Budget	Requested Change	Revised Budget
101 - General	6203 - Refuse Coll/Transfer Sta	Personal Services	Transfer for repairs to transfer station and overhead door.	1,911,340.00	(35,000.00)	1,876,340.00
		O.T.P.S.	Transfer for repairs to transfer station and overhead door.	922,870.00	35,000.00	957,870.00
	7201 - Police Admin	Personal Services	Increase for payment of Police overtime.	8,923,659.00	60,000.00	8,983,659.00
		O.T.P.S.	Transfer for Police radios and equipment.	2,754,360.00	(19,660.00)	2,734,700.00
		Capital	Transfer for Police radios and equipment.	382,664.33	19,660.00	402,324.33
	6207 - Vehicle Maintenance	O.T.P.S.	Transfer for Public Works vehicle and truck repairs.	1,392,721.00	45,000.00	1,437,721.00
	6201 - Service Admin	Personal Services	Transfer for Public Works vehicle and truck repairs.	317,380.00	(45,000.00)	272,380.00
		O.T.P.S.	Transfer for SWANA membership for Public Works.	8,325.00	206.00	8,531.00
		Capital	Transfer for SWANA membership for Public Works.	650.00	(206.00)	444.00
	7301 - Fire Admin	Personal Services	Increase for payment of Fire overtime.	6,670,509.00	130,000.00	6,800,509.00
	7303 - Fire Prevention	Personal Services	Increase for payment of Fire overtime.	96,500.00	10,000.00	106,500.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	Increase for payment of Police overtime.	0.00	25,000.00	25,000.00
208 - CDBG Resource	8407 - Child Care/Summer Program	Personal Services	Transfer for payment of W.A.V.E. mentoring program consultants.	15,000.00	(5,000.00)	10,000.00
		O.T.P.S.	Transfer for payment of W.A.V.E. mentoring program consultants.	5,000.00	5,000.00	10,000.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	O.T.P.S.	Increase for receipt of Lead Healthy grant.	400,000.00	20,000.00	420,000.00
239 - Refuse Grant Fund	8207 - Recycling Grant	Capital	Increase for receipt of Ohio EPA grant for recycling containers.	0.00	200,000.00	200,000.00
240 - Federal Miscellaneous Grants	8901 - Cain Park Admin/Start-Up	O.T.P.S.	Increase for receipt of Shuttered Venue Operators grant for Cain Park.	0.00	342,028.42	342,028.42
241 - Local Fiscal Recovery	7301 - Fire Admin	Personal Services	Increase for firefighter COVID-19 bonus payments using ARPA funds.	0.00	177,537.50	177,537.50

ORDINANCE 107-2021 (F)

Exhibit 1

Fund	Department	Object	Reason	Previously Approved Budget	Requested Change	Revised Budget
411 - Economic Development	5222 - Economic Development	O.T.P.S.	Increase for City's share of small business grants.	94,750.00	42,500.00	137,250.00
601 - Water Administration	6302 - Water Distribution	Capital	Transfer for OWDA loan payments.	2,263,817.00	(20,207.00)	2,243,610.00
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	Transfer for OWDA loan payments.	0.00	20,207.00	20,207.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	O.T.P.S.	Transfer for legal fees related to the sewer consent decree.	741,800.00	50,000.00	791,800.00
		Capital	Transfer for OWDA loan payments.	4,767,770.00	(38,207.00)	4,729,563.00
			Transfer for legal fees related to the sewer consent decree.	4,767,770.00	(50,000.00)	4,717,770.00
	6327 - Demington Sewer	O.T.P.S.	Transfer for OWDA loan payments.	0.00	38,207.00	38,207.00
603 - Parking Fund	6210 - Parking Department	Personal Services	Transfer for payment of 2nd Half Real Estate Property Taxes.	340,608.00	(45,544.86)	295,063.14
		O.T.P.S.	Transfer for payment of 2nd Half Real Estate Property Taxes.	1,053,250.00	45,544.86	1,098,794.86
857 - Sales Tax	3101 - Finance	O.T.P.S.	Increase for payment of sales tax associated with sales tax collected.	200.00	146.09	346.09
858 - Miscellaneous Agency	3105 - Unclaimed Money	O.T.P.S.	Increase to move unclaimed funds greater than five years to the general fund.	0.00	29,229.44	29,229.44
Total				37,830,943.33	1,036,441.45	38,867,384.78



CLEVELAND HEIGHTS

Monday, June 7, 2021 Minutes

COMMITTEE OF THE WHOLE

6:56 – 7:43 p.m.

Vice President of Council Seren presiding

Roll Call: Present: Cobb, Dunbar, Hart, Russell, Seren, Ungar
Excused: Stein

Staff present: Anderson, Boland, Clinkscale, Freeman, Hanna, Himmelein, McRae, Mecklenburg, Niermann O'Neil, Smith, Trupo, Zamft

Topics discussed: Legislation, Zoning Changes

Executive Session

7:32 – 7:43 p.m.

Council Member Dunbar made a motion to begin Executive Session 1. To consider the sale or lease of City-owned real property. The motion was seconded by Council Member Hart.

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

Motion Passed

Council Member Ungar made a motion to end Executive Session which was seconded by Council Member Cobb.

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

Motion Passed

CITY COUNCIL

7:47 – 9:00 p.m.

Vice President of Council Seren presiding

Roll Call: Present: Cobb, Dunbar, Hart, Russell, Seren, Ungar
Excused: Stein

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

Minutes from the City Council meeting held Monday, May 19, 2021 were approved with submitted edits.

Personal Communications Received from Citizens (via electronic mail)

The following comments were read by Amy Himmelein.

Name DeBorah Hamilton

Public Hi

Comment We have some rental homes on our street, and I know for a fact that two are Section 8 rentals.

The children of these rentals run up and down the street, all day long, dropping trash along the street, and in our yards. My neighbors and I are constantly picking up trash in our yards, on the sidewalk, and in the street.

There seems to be no parental guidance at all. These children are loud, and I've heard them cussing, and fussing right in the middle of the street. They ride their bikes in the middle of the street, and don't readily move for cars driving by.

I moved here in August 2012, and it was a quiet street. Now, for the past few summers, it has changed. There are times that these renters put out tons of trash and garbage, and it does not all get picked up. There it sits until the next week, or even longer.

I've seen trash piled up outside of the garbage cans in the backyard of one of these houses. My neighbors that live next to the rentals see trash strewn up and down the driveways and in the backyards of them.

Two of the section 8 rentals are owned by the same homeowner that live on the street! The other two rentals are owned by out of town landlords.

Is there something that can be done about this? I am considering selling my house and moving. I've talked with other homeowners on the street, and some feel the same way that I do. A few feel that with the street looking the way it does, no one would want to buy, and that is sad.

Thank you for your time and consideration.

Name Linda Copeland

Public Comment To City of Cleve. Hts. I'm hoping someone will address my concerns. I live on Allston Rd. My street has become, loud music, very dirty, trash all on lawns and in the street. The children all playing in the middle of the street, running, playing ball, riding their bikes, doing wheelies in the streets, sometimes as many as 15 together. What's worse the profanity. There are at least 4 rental families responsible, at least three are section 8. There are absent landlords, for a fact, one out of state, one is out of the country, permanently. Their dogs are loose and poop on others' lawns. There are at least two families in a home. One house has moved a mobile home on stilts in the back yard. Neighbors are counting, 18 bags of untied bags of garbage on one tree lawn, the day before pick up, quite often not picked up because untied. The families will not clean up after the tree lawns. What a mess. The homeowners have met, with so many concerns, and weary of the situation. We have tried to speak to the families in concern, and get a very negative response. We the homeowners, are always out picking up trash, garbage on our lawns, neighbors and in the street. I pay County and City taxes, it is not fair for others not to pay, but reap the benefits and not to appreciate the quiet beautiful street they move on.

We have tried to reach Councilmen to discuss our concerns. They do not respond back. WHAT DO COUNCILMEN DO?

We do love the neighborhood. The homeowners on Allston Rd. want to meet with someone in the city, who might help guide us to some peace, and restore the beauty of our neighborhood. Thank you

Name Lahoucine izem

Public Comment Our street is littered with all sorts of trash (empty bottles, soda cans, candy wraps, food left over, plastic bags, etc.) Small kids running up and down the street screaming, cussing with no regard to their safety or the neighborhood tranquility. On multiple occasions, rocks were taken from my wall and thrown in the street on multiple occasions. One day I was backing up from my drive and heard a loud noise coming from under my car, just to find out that someone has placed two big rocks in the middle of my driveway. This situation is worsening and the few families responsible for this chaos do not seem to care. Most of the

neighbors feel that our street is deteriorating by the day. We are asking for help to solve this issue. Thank you.

Name Derek Snyder

Public Comment Hello, We [my wife and I] are concerned about things we've been noticing on our street. There have been groups of children roaming around on the street in bikes not paying any attention to traffic. Recently I was backing out of our driveway and backed into a bike that was a part of a group of four or five children that were just sitting on bikes in the street. No one was injured but they did not seem concerned about moving.

I also came home another day and had to ask them to move so that I could get into our driveway. They were polite when asked to move but it is concerning I had to even ask- it is a safety issue.

I also have been finding a lot of trash - candy and food wrappers, drink bottles scattered in the street and on yards. Maybe some messaging and redirection?

Name Craig Alderson

Public Comment The cedar fairmount district would really benefit from outside seating for bars, restaurants etc. The sidewalks in front of amazing establishments like Parnells, Zhoug and Vero are begging to be made into seating that would not only be visually appealing for the neighborhood but will cater to customers preferring open air seats. There is a huge demand for outdoor seating especially after the pandemic. This will be the trend going forward. It will bring more people into the city and create an amazing flow that continues to the top of the hill project. Please allow outdoor seating in the cedar fairmount district!! Regards. Craig Alderson

Name Eric Silverman

**Public
Comment**

When will Council return to public meetings? If I can go to a restaurant, the movies or shop, surely you can find a big enough room to social distance. You could use two spaces at the rec center or the auditorium at Heights. With a stage the size of a basketball court and 1200 seats, there is more than enough room. (Side note: come January of 2022, your current chambers will no longer work, so you might want to start thinking about a better space now.) The longer you phone it in (literally) the more it looks like you are avoiding the public. Plus public meetings might make members of Council dress more like they are elected officials and less like they are going to an amusement park...something you can now do again.

Name

Jessica Cohen

**Public
Comment**

Dear Council Members,

It is my understanding that the Council is planning to consider referring zoning code changes to the Planning Commission at this, the June 7th meeting. While I cannot, nor will not comment, on the substance of the proposed changes that may be referred, as we may be considering them in a future meeting of the Planning Commission, I wanted to express my view that the City is well served by proactively considering changes to the zoning code that will benefit our residents' standard of living and respond to the changing needs of our community.

As Chair of the Cleveland Heights Planning Commission I am pleased to share that, in partnership with our excellent planning staff, the Commission will be embarking on an effort in 2021 and 2022 to proactively learn about ways we can improve and modernize our zoning code. We have already discussed evaluating our zoning code using a racial equity lens and understanding how we can be more responsive to the changing needs of our neighborhoods and residents. I look forward to working collaboratively with our Planning Director Eric Zamft, Assistant Planning Director Karen Knittel and my fellow commissioners to undertake this important initiative.

Thank you,

Name

Joanne Siegel

**Public
Comment**

Please take this "almost post-pandemic" time to move quickly with the development at this crucial hole in the Cedar-Lee Business District! Many residents met virtually & gave you our opinions when you had the two developers present their requisitions. Let's move forward, and not wait for the next economic downturn. Too much talk and no action will scare off these developers. They will go to more business-friendly locations, like Shaker Heights or Lakewood. Then happens too often.

The current businesses will greatly benefit from either one of these developers' plans. We need to get some market-value apartments into our struggling business district, as soon as possible. This will also benefit the immediate neighborhood, as more jobs will be created that residents can take, without needing a car.

Name

Krista Hawthorne

**Public
Comment**

Since a large portion of our property taxes go to public school funding, the contribution to school funding by the State of Ohio is a critical issue for the City of Cleveland Heights. Local author and former director of Reaching Heights, Susie Kaeser, wrote an article published in last Sunday's Plain Dealer on this topic and said,

"On June 1, state Sen. Matt Dolan and Ohio Senate President Matt Huffman unveiled their education funding proposal, giving the Ohio Senate just nine days to vet the plan before voting on its version of the state budget. It is a stark contrast to the Fair School Funding Plan that underwent three years of review and revision before winning overwhelming bipartisan support as part of the House budget bill.

If allowed to become law, the Senate education budget will weaken our system of public education. It will underfund the public system and make equal access to high-quality education impossible, while simultaneously increasing state spending on private, unaccountable, and unregulated education opportunities."

This has been an intense year for all of us but specifically our public school educators. Please join Reaching Heights in thanking them for their devotion to our children, for risking their health and safety, and providing extraordinary outreach to offer food, technology, educational materials, enrichment, and reassurances to students, their parents, and co-workers throughout the pandemic.

Please visit the district website to see who was named Educator and Administrator of the year and to see photos of the Cleveland Heights High School Graduation Ceremony at CHUH.org.

Name Walter T

Public Comment Re: Development at Meadowbrook & Lee:
The City, once again, has the opportunity to replace the missing tooth in The Cedar-Lee Business District. Please don't heed the naysayers who believe this parcel would serve better as a park. These are, no doubt, sincere beliefs but, I believe, misguided. Cleveland Heights has plenty of parks and just a handful of business districts. Filling this gap and the addition of housing will work synergistically to benefit the existing businesses. While I think that it's great that development is envisioned for the area North of the parking garage, I believe that this parcel is the linchpin and must be developed in order to make this district whole. Please get this done. I would hate to see this opportunity slip away.

Name Herman Scott

Public Comment This is the third home I have been the live in/owner in Cleveland Heights. Things that concern me include the following: Not enforcing or unfairly enforcing codes/ordinances; landlords not maintaining properties; the number of "family" members living under one roof; nuisances households-police visiting the residence repeatedly; parking or storing work related vehicles on street during restricted hours; speeding on street; kids playing in streets . Hate to hear long time say they're moving

Report from the City Manager

Susanna Niermann O'Neil stated we will follow up on the neighborhood issues that were brought up. Secondly, we are working with Cedar-Fairmount regarding the parklets that would extend the restaurant seating into the curb lane.

Sealed bids were received on May 28th, for project #21-05 – for the Purchase of Fully Automated Universal Roll-out Containers (Carts). There were four bids received and Cascade Engineering, Inc. of Grand Rapids, Michigan’s bid of \$1,528,407.00 has been found to be the lowest and best responsive and responsible bid.

Matter of Record

Report of the Clerk of Council

Notify Council that a notice has been received from the Ohio Department of Liquor Control advising that an application has been made by JZ Restaurant Group Inc., dba Coventry Paninis & Patio, 1819-1823 Coventry Rd., Cleveland Heights, OH 44118 for the transfer of D5 and D6 permits from DFR Coventry Restaurants Inc., dba Coventry Paninis & Patio, 1819-1823 Coventry Rd., Cleveland Heights, OH 44118

Matter of Record

ADMINISTRATIVE SERVICES COMMITTEE

RESOLUTION NO. 62-2021 (AS), *Second Reading*. A Resolution authorizing the City of Cleveland Heights to become a Power a Clean Future Ohio Community and to adopt a goal to reduce greenhouse gas emissions in the city

Introduced by Vice President of Council Seren, Seconded by Council Member Hart

Vice President of Council Seren stated the Power a Clean Future Ohio is a program that partners with communities to provide technical assistance and access to resources that will help us achieve the goals of reducing our energy use and carbon emissions. He stated that Council Member Dunbar had introduced Resolution 138-2020 which encouraged Cleveland Heights to create effective plans to address climate change. The committee watched a presentation and the committee unanimously recommended that Council pass this legislation on second reading.

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

Legislation Passed

COMMUNITY RELATIONS AND RECREATION COMMITTEE

RESOLUTION NO. 66-2021 (CRR). A Resolution in support of H.R. 1280 - George Floyd Justice in Policing Act of 2021; urging its passage by the U.S. Senate

Introduced by Council Member Russell, Seconded by Council Member Hart

Council Member Dunbar stated that it sounded like what the legislation requires are things that our Police Department is doing already voluntarily and are planning to do based on the CSU report. She looked to see if it received bipartisan support in the House and one Republican voted for it.

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

Legislation Passed

Council Member Russell stated that the fitness center is now open Monday through Friday, 6:00 a.m. to 10:00 a.m. and 4:00 p.m. to 8:00 p.m. The pool opened on Saturday and was full of people. The Senior Center will be open Monday, Wednesday and Friday from 9:00 a.m. to 2:00 p.m. and be closed on Sunday.

Council Member Russell stated she has partnered with the Governor's Office, the National Guard, and MetroHealth to give COVID-19 vaccinations at Monticello Middle School with the first dose on Wednesday, June 9, 2:00 – 6:00 p.m. starting with age 12. She encouraged people to get vaccinated.

FINANCE COMMITTEE

ORDINANCE NO. 67-2021 (F), First Reading. An Ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$1,018,000 for the purpose of paying costs of (i) reconstructing, resurfacing and otherwise improving City streets, together with necessary appurtenances thereto, (ii) rebuilding Monticello Boulevard and Taylor Road, including engineering and planning costs with respect thereto, (iii) acquiring motorized equipment and appurtenances thereto, (iv) acquiring motor vehicles and equipment used in performing the functions of the City's Department of Public Works, Sewer Utilities Division, (v) acquiring motor vehicles and equipment used in performing the functions of the City's Department of Public Works, Forestry Division and (vi) acquiring mobile radios for use by the City's Police Department, together with the necessary related equipment

Introduced by Council Member Hart

Legislation Introduced

RESOLUTION NO. 68-2021 (F), First Reading. A Resolution approving the adoption of the 2022 Tax Budget

Introduced by Council Member Hart

Legislation Introduced

Amy Himmelein stated there is a forecast of our operating funds in the packet along with a memo which will be covered in the public hearing on June 14 at 6:00 p.m.

ORDINANCE NO. 69-2021 (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

Amy Himmelein stated the Police Academy is not operating at the moment, so the Chief has decided to move the appropriations from that to the regular department in order to repair some of the older vehicles and to purchase a new vehicle. There will also be some emergency repairs at the transfer stations, so appropriations for that will be increased. Also, a grant was received from Department of Aging related to COVID.

Introduced by Council Member Hart, Seconded by Council Member Dunbar

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

Legislation Passed

MUNICIPAL SERVICES COMMITTEE

Council Member Dunbar stated that the committee will be meeting on June 30. One of the topics will be Noble Road.

PLANNING AND DEVELOPMENT COMMITTEE

ORDINANCE NO. 70-2021 (PD). An Ordinance introducing amendments to various Sections of Part Eleven, Zoning Code, of the Codified Ordinances of the City of Cleveland Heights to update the City's regulations regarding private parking garages and other ancillary changes, and transmitting the same to the Planning Commission.

Introduced by Council Member Ungar, Seconded by Council Member Dunbar

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

Legislation Passed

RESOLUTION NO. 71-2021 (PD). A Resolution authorizing the City Manager to enter into an agreement with Tucker Ellis LLP to serve as special counsel to the City of Cleveland Heights in connection with the Cedar-Lee-Meadowbrook project

Introduced by Council Member Ungar, Seconded by Council Member Dunbar

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

Legislation Passed

Council Member Ungar stated he decided not to seek re-election for another four-year term. He stated that with this, he will not have a position with the City come January; the first time in 30 years. He served on the Citizens Advisory Committee, Planning Commission, and City Council. He stated he'll miss his colleagues that serve on Council and meeting people. He thanked residents for submitting public comments and being engaged with meetings. He will miss working with the professional staff. He stated he's confident that he left it all on the table and gave this job all that he had. He stated some of his highlights were leading the fight to shut down the dump on the other side of the border; chairing multiple committees; serving as Council liaison for Top of the Hill; and creating the Racial Justice Task Force.

Council Member Ungar stated that as elections come up, he is confident some good people will be continuing on Council and good people are running. This will be the most important election in the city's recent history because there will be the first elected Mayor. He urged everyone to remember that the position of Mayor is actually about good leadership and managerial skills, verifiable track records of accomplishments, great work ethics, a bias for action, and a vision for the future of the City.

Vice President of Council Seren thanked Council Member Ungar for giving so much and said he has made a legacy on this Council. He stated he always did things with the best interest of the city.

PUBLIC SAFETY AND HEALTH COMMITTEE

Council Member Cobb stated he knew Council Member Ungar since the 1980s and had the pleasure of working with him at the law firm and serving with him on the Planning Commission. Now, he has the pleasure of working with him on City Council for the second time.

Council Member Ungar moved for the appointments to the Racial Justice Task Force.

Council Member moved to appoint Sherylynn Allen-Harris to the Racial Justice Task Force which was seconded by Council Member Ungar.

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

Motion Passed

Council Member Cobb moved to appoint Gary Benjamin to the Racial Justice Task Force.

Council Member Hart asked to recuse herself because that is her husband. The Law Director confirmed she could recuse herself. Vice President of Council Seren stated that regardless of qualifications, it is a bit too far in the appearance of impropriety for him to feel comfortable supporting the nomination.

Roll Call: Ayes: Cobb, Dunbar, Russell, Ungar
Nays: Seren
Recused: Hart

Motion Passed

Council Member Cobb moved to appoint Nate Berkey to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Kasia Bufford to the Racial Justice Task Force which was seconded by Council Member Hart.

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

Motion Passed

Council Member Cobb moved to appoint Demetrius Cheeks to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb moved to appoint Laura Collins to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb moved to appoint Mandy Colvin to the Racial Justice Task Force which was seconded by Council Member Dunbar.

Roll Call: Ayes: Cobb, Dunbar, Hart, Russell, Seren, Ungar

Nays: None

Motion Passed

Council Member Cobb moved to appoint Reginald Evans to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Angelique Gates to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Lisa Hunt to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb moved to appoint Taylor Jones to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Rosa Kovacevich to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb moved to appoint Robert Lampley to the Racial Justice Task Force which was seconded by Council Member Hart.

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

Motion Passed

Council Member Cobb moved to appoint Ron Register to the Racial Justice Task Force which was seconded by Council Member Hart.

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

Motion Passed

Council Member Cobb moved to appoint Akshai Singh to the Racial Justice Task Force which was seconded by Council Member Hart.

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

Motion Passed

Council Member Cobb moved to appoint Lisa Smith to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Randall Walker to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb moved to appoint Michael Windom to the Racial Justice Task Force which was seconded by Council Member Dunbar.

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

Motion Passed

Council Member Cobb moved to appoint Kalia Johnson to the Racial Justice Task Force which was seconded by Council Member Russell.

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

Motion Passed

Council Member Cobb stated that they will hopefully have a meeting before the end of the month and they can begin the hard work Council has charged them with doing. Council Member Russell stated that Susanna Niermann O'Neil will be contacting those appointed to let them know.

Vice President of Council Seren stated that Ordinance No. 106-2017 (PSH), *Second Reading*, has been pulled from this agenda. Council Member Cobb stated that President of Council Stein asked him to hold a committee meeting on that.

ORDINANCE NO. 72-2021 (PSH). An Ordinance repealing certain provisions of Chapter 531, "Minors' Curfew," of Part Five, General Offenses Code, of the Codified Ordinances of the City of Cleveland Heights.

Vice President of Council Seren thanked Nancy Levin at the library and the Library Board for bringing this issue before Council and for their advocacy. He thanked Council Member Cobb for his support and for holding a meeting regarding the policy change. There have been multiple discussions and a committee meeting about this policy change.

Vice President of Council Seren moved to make this legislation passed on first reading which was seconded by Council Member Cobb.

Introduced by Vice President of Council Seren, Seconded by Council Member Hart

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

Legislation Passed

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. 73-2021 (CRR). A Resolution proclaiming June 4, 2021 to be National Gun Violence Awareness Day in the City of Cleveland Heights

RESOLUTION NO. 74-2021 (CRR). A Resolution declaring June 2021 to be LGBTQ Pride Month

RESOLUTION NO. 75-2021 (PD). A Resolution authorizing the City Manager to enter into an agreement with Lake Erie Ink, a non-profit corporation, for the use of Community Development Block Grant CV funds to provide additional assistance to their Ink Spot Program needed as a result of the COVID-19 Pandemic; providing compensation therefor

Motion to suspend rules by Vice President of Council Seren, Seconded by Council Member Hart

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

Motion Passed

Motion to adopt by Vice President of Council Sere, Seconded by Council Member Ungar

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

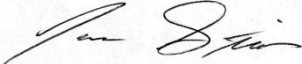
Motion Passed

Council Member Ungar encouraged resident to review the whereas statements in Resolution No. 73-2021 because the statistics are staggering and upsetting. Every day 96 Americans are killed by gun violence and on average there's nearly 13,000 gun homicides every year. Americans are 25 times more likely to be murdered with guns than people in other developed countries.

Vice President of Council's Report

Vice President of Council Seren stated that June is Pride Month. He grew up with the lesson that being unapologetically yourself even in the face of disdain can not only help you live a life that is honest and unburdened, but also inspire other people to feel free to be themselves as well. He stated that the first Pride was a reaction to state sanctioned and state enforced persecution on LGBTQ people. He encouraged everyone to take the loud, vigorous, insistent, persistent spirit on and live in that spirit in June and beyond.

Respectfully submitted,



Jason S. Stein, Mayor



Amy Himmelein, Clerk of Council
/jkc

NEXT MEETING OF COUNCIL: MONDAY, JUNE 21, 2021



CLEVELAND HEIGHTS

Monday, June 21, 2021 Minutes

City Council Meeting

7:30 - 8:30 p.m.

COUNCIL PRESENT:

Jason Stein, President
Craig Cobb
Mary Dunbar
Melody Hart
Davida Russell
Kahlil Seren
Mike Ungar

ALSO PRESENT:

Susanna Niermann-O'Neil, City Manager
Amy Himmelein, Clerk of Council
William Hanna, Director of Law

1

MR. STEIN:

This is the

2

Cleveland Heights City Council meeting. It

1 is June 21st. Our meeting is now called to
2 order.

3 Mrs. Himmelein, please call the roll.

4 MS. HIMMELEIN: Cobb. I'm sorry, I
5 didn't hear you.

6 MR. COBB: Present.

7 MS. HIMMELEIN: Dunbar.

8 MS. DUNBAR: Present.

9 MS. HIMMELEIN: Hart.

10 MS. HART: Hart here.

11 MS. HIMMELEIN: Russell.

12 MS. RUSSELL: Here.

13 MS. HIMMELEIN: Seren

14 MR. SEREN: Seren here.

15 MS. HIMMELEIN: Stein.

16 MR. STEIN: Present.

17 MS. HIMMELEIN: Ungar.

18 MR. UNGAR: Here.

19 MS. HIMMELEIN: Seven present, your
20 Honor. We have a quorum.

21 MR. STEIN: Thank you. There
22 are no members to excuse as we are all present.

23 We have the approval of the minutes of
24 the counsel meeting held on May 24th, 2021, and
25 the edits should have been sent to the City

1 manager.

2 Next is personal communication received
3 from citizens via electronic mail.

4 Ms. Himmelein, how many do we have?

5 MS. HIMMELEIN: Four tonight, your
6 Honor.

7 MR. STEIN: Four. Okay. That
8 sounds good.

9 MS. HIMMELEIN: First comment is
10 from Eve Prikryl.

11 It feels like the City has been on auto
12 pilot for over a year. No one answers the phone
13 or gets back to you. Why are the locker rooms
14 at the rink still closed? It is a huge
15 inconvenience for high school/adult players who
16 don't fit in with hockey pads on. All state and
17 federal COVID restrictions have been lifted. If
18 it is a staffing issue, maybe the City needs to
19 pay more to attract employees. Who wants to
20 work at the rink for \$8.50 an hour. Even
21 McDonald's pays more.

22 Next comment is from Gail Larson.

23 The Cleveland Heights-University Heights
24 captain of the league of women voters is
25 planning four forums for local political races

1 in 2021. Note that if any of these races are
2 uncontested or if only one candidate is willing
3 to participate, that forum will be canceled.

4 One, August 12th, a forum for the
5 Cleveland Heights mayoral primary will be held
6 at the Cleveland Heights Community Center.

7 September 23rd, a forum for the
8 Cleveland Heights mayor and Council general
9 election races will be held at the
10 Cleveland Heights Community Center.

11 September 30th, a forum for the
12 University Heights mayor general election race
13 will be held at the University Heights library.

14 October 7th, a forum for the
15 Cleveland Heights-University Heights school
16 board general election race will be held at the
17 Cleveland Heights Community Center. If we are
18 experiencing a surge in COVID and live meetings
19 will be restricted, the forums will be on Zoom.

20 The league will be publishing up-to-date
21 information on our website,
22 lwvgreatercleveland.org, and with the Heights
23 Observer.

24 Fran Mentch. Please put a discussion of
25 a public activity park at Meadowbrook-Lee on the

1 agenda. Also, lots of people have asked you to
2 hold a public hearing on Meadowbrook-Cedar Lee.
3 Why haven't you scheduled one? Should you
4 really vote on anything to do with this project
5 since we will have a new form of government
6 starting in January? Are you still getting free
7 meals? Actually, they are not free. Taxpayers
8 pay for them.

9 J. Fleshin. I am a retired Heights
10 teacher living on Cedarbrook this past 40 years.
11 I also taught in the urban school in geology for
12 30 years at CSU.

13 I would like to request due
14 consideration of concerns regarding the add on
15 construction proposal on the
16 Meadowbrook/Tullamore project in the Cedar-Lee
17 parking lot.

18 Of primary importance -- the park
19 created subsequent to the CL parking garage
20 construction.

21 Carl Czaga designed this existing park
22 to buffer that commercial property and redevelop
23 lost green space.

24 Cleveland Heights thoughtfully
25 landscaped and planted 40 specimen trees

1 creating the small park setting to the
2 building's east face now at imminent risk.

3 Plantings have matured nicely with many
4 reaching levels above garage height. Oaks,
5 birch, maples, spruce, hawthorns, et cetera in
6 the small park. Please have a look for
7 yourselves.

8 That project included the lighted tree
9 lined winding walkway, allowing strolling,
10 wheelchair, and bike access through to Tullamore
11 and Lee.

12 It is in all senses a properly planned
13 small park providing a mature aesthetic green
14 space buffer well visible from the western areas
15 of Cedarbrook Tullamore.

16 The Cedar-Lee add on to the original
17 project destroys this well-designed and
18 maintained property, replacing it with a less
19 than clever overstuffed design of high
20 apartments in much too close proximity to
21 existing residences.

22 Please study the destruction of this
23 green space, watershed, and safe children's
24 recreational area.

25 Do not dismiss valuable green space, a

1 desirable face to the commercial look of the
2 adjoining area. The few bushes proposed within
3 the new development will hardly be equivalent.

4 There are other considerations, too many
5 perhaps for a 300-word note, losses on through
6 street access by emergency fire, City services,
7 snow removal, commercial vehicles, ground level
8 handicapped parking, watershed/park destruction,
9 sightline destruction, and concomitant loss of
10 privacy.

11 Truly a bridge too far. The original
12 proposal is as you recall sufficient.

13 And those are all the comments we have
14 for tonight.

15 MR. STEIN: Okay. Thank you.
16 Moving on for the City manager, police.

17 Mrs. Niermann-O'Neil, please.

18 MS. NIERMANN-O'NEIL: I have a few
19 things to mention. The first and most
20 important, our City is extremely pleased about
21 Juneteenth becoming a federal holiday. We
22 learned about it like everyone else on Thursday
23 of last week, and it was just too -- there were
24 too many things scheduled for us to have Friday
25 be our federal holiday.

1 So then, this coming Friday, the 25th of
2 June, City Hall and the community center will be
3 closed in honor of Juneteenth, and we will make
4 a statement online. This is a very important
5 holiday for our community that believes in
6 everything that this stands for.

7 And so, of course, the pool will be
8 open. The pool is always open no matter what,
9 4th of July, Labor Day. So the pool will be
10 open. So this Friday City Hall and the center
11 are closed.

12 I want to make note that on June 24th,
13 Thursday at 7:00 o'clock, is the first meeting
14 of the racial justice task force, and residents
15 can access that online for this meeting.

16 The law director mentioned that
17 beginning August 1st, the mandate is back that
18 we must have our boards and commissions, our
19 Council meetings in person.

20 So throughout the month of July the
21 various boards and commissions will be meeting
22 here at City Hall, and then, beginning August
23 2nd, city council will return to the executive
24 conference room for committee of the whole and
25 Council chambers for the Council meetings.

1 We are going to be putting cameras in
2 executive conference room so that filming can
3 occur for those meetings, and the other piece is
4 that it means that citizen comment is also in
5 person.

6 So -- am I getting something from the
7 law director? No, I am not. I said Memorial
8 Day. Thank you, Jason. I meant Friday.

9 MR. HANNA: No.

10 MR. STEIN: I'm sorry, City
11 manager, that was something else I was texting
12 you.

13 MS. NIERMANN-O'NEIL: Oh.

14 MR. STEIN: Not Memorial Day.

15 MS. NIERMANN-O'NEIL: All right. That's
16 a good thing to hear. So we all have to -- we
17 are all going to try to adjust, staff and our
18 web people and everybody as we move back to
19 being in person.

20 And I am sure it will be a little bumpy
21 at first, but this is helping our heads
22 determine that this was what we should be
23 doing.

24 I also wanted to mention one other event
25 that everyone should have on their calendar, and

1 of course, it will be all over the website, but
2 Tuesday, August 3rd, is our safety night, our
3 annual safety night.

4 But we are combining our celebration of
5 the 100th anniversary on the same night, and we
6 are going to have a time capsule that people can
7 write notes and put them in and also some other
8 things that celebrate the hundredth.

9 So those are some of the things that are
10 coming up. Thank you.

11 MR. STEIN: Okay. Thank you.

12 Next is our report of the chief of
13 police. Chief Mecklenburg, come on board, or is
14 someone else coming on board?

15 Oh, there is Chief Mecklenburg. Okay.
16 All right. Good evening, Chief.

17 CHIEF MECKLENBURG: Good evening,
18 everyone. Thanks for having me here.

19 I think the main thing that everyone
20 wants to hear about -- and I will provide an
21 update -- is the shooting that we had at Denison
22 on June 8th around 6:00 p.m. As you know,
23 officers responded to a call, shots fired, and
24 had learned that, at least, one person had been
25 shot.

1 When officers arrived, they located 25
2 year-old Jeremiah Moore who was on the ground,
3 on the basketball courts, and he had sustained a
4 single gunshot wound to the chest. Officers
5 immediately provided medical attention to
6 Mr. Moore and began CPR until the arrival of the
7 fire department, and he was transported to the
8 hospital.

9 However, due to the seriousness of his
10 injury, he did not survive his wounds. While on
11 the scene, officers also located a second
12 gunshot victim, 22 year-old Isaiah White. He
13 had sustained a single gunshot wound to the
14 shoulder area, and he was transported to the
15 hospital for medical treatment.

16 Our preliminary investigation indicates
17 that three unknown men had arrived at the
18 basketball courts just prior to the shooting.
19 The three men confronted Mr. White, and a verbal
20 altercation ensued.

21 During the altercation, gunshots were
22 exchanged between Mr. White and the three
23 unknown men resulting in Mr. Moore being shot by
24 Mr. White. When Mr. White was released from the
25 hospital, he was returned to the police

1 department, and he was charged with several
2 crimes and was given a bond of \$750,000 cash or
3 surety.

4 Since that time in the last few days, he
5 has been indicted by the county. Those charges
6 only include several counts of felonious assault
7 and one count of tampering with evidence, and he
8 is currently down at the county jail as of
9 today.

10 We have put out on social media and
11 through our other media outlets that we are
12 looking for these other three known men to try
13 to determine more of what exactly occurred on
14 that day.

15 So Crime Stoppers has upped their
16 reward. It is \$5,000 for information leading to
17 the identity and arrest of the three suspects.
18 And I want to stress the importance with Crime
19 Stoppers that tipsters can remain anonymous.

20 If Crime Stoppers receives a tip, they
21 will notify us, but again, we are given no
22 information about the caller. So it is strictly
23 anonymous, and they will pay for that
24 information that is going to lead to the arrest
25 and prosecution.

1 It is vitally important that we find
2 these three to determine what happened and also,
3 you know, out of a concern for public safety.
4 So I urge anyone who has even a little bit of
5 information, whether they think it is important
6 or not, to please contact Crime Stoppers or call
7 the police department here and share with us
8 what information you have.

9 As restrictions on COVID are lightening
10 up, we are going to begin our meet-your-police
11 in person. Meetings are starting in July. Our
12 attendance has been very, very low with the
13 online and call-in, so we are hope that people
14 will be willing to come out and speak to us and
15 discuss the issues that they are facing in their
16 neighborhoods.

17 So the first -- we are going to have two
18 meetings, the first and third Thursdays, and we
19 will see how that goes, and if attendance is
20 good, we can increase those meetings.

21 The first meeting will be at the police
22 academy Thursday, July 1st, at 6:00 p.m. We
23 have plenty of room to social distance, and we
24 can even use outside, weather permitting.

25 And then, on the third Thursday, it will

1 be here at City Hall. So we are looking forward
2 to reconnecting with our residents and having
3 these meaningful discussions that we have
4 enjoyed for so long.

5 Just a couple more things: People have
6 asked for updates or certain things and what the
7 police are doing. We are -- have dedicated
8 officers that are increasing patrols in our
9 parks, not just Denison but all our parks, so we
10 are making sure that our parks are safe for our
11 residents to enjoy.

12 This shooting is an isolated incident.
13 It is not something that is a frequent or common
14 occurrence in the parks in Cleveland Heights,
15 and I think everybody here knows that.

16 So we want our residents to feel safe,
17 so we are going to continue to patrol our parks,
18 and you are going to see our officers, hopefully
19 our K-9 officers will be out walking our
20 business districts and our parks and greater
21 patrols in those areas.

22 For those of you regarding the ring app,
23 we are having some training here in July on the
24 ring app that we had been working on, and we are
25 going to go live with that July 13th. So we are

1 excited about that.

2 Some residents have brought up the
3 possibly of having a gun buyback. That's not
4 something we have had in a while. We had that
5 many years ago, and it was somewhat successful.
6 I don't know if anyone here wants to weigh in on
7 that or has comments about that, so it is
8 something we are looking into, a gun buyback,
9 hopefully to get those guns maybe that are lying
10 around the house that people just don't want
11 anymore, to turn them in, and get a gift card to
12 either the supermarket or a store or a gas card,
13 you know, just to prevent them from falling into
14 the wrong hands. So something, again, we are
15 looking at.

16 And lastly, our bike auction last week
17 went well. We had probably over 150 bikes from
18 the two years and raised just under \$5,900. So
19 all the bikes sold.

20 We had a really good turnout, and again,
21 it was good to be out there with our residents,
22 and that's my report for this evening.

23 MR. STEIN: Thank you, Chief.
24 Did anyone have any questions for the Chief?
25 Mike?

1 MR. UNGAR: Chief, thanks for
2 that report. Three real quick ones:

3 First, when we do -- when we get that
4 ring app training, can we put that online to
5 make it widely available to our residents?
6 Is it amenable to that?

7 CHIEF MECKLENBURG: The training that
8 we are going to receive is for us on how to use
9 it.

10 MR. UNGAR: Uh-huh.

11 CHIEF MECKLENBURG: So I will have to
12 check with them on that. I will get you the
13 messages that we will be sending out. You
14 wanted an example I remember of the messages
15 that we will send out and request video.

16 And a message will immediately go out to
17 the residents alerting them that we've joined
18 the ring app, and I can share that with everyone
19 as well with some more information.

20 MR. UNGAR: I mean, I just
21 think the more education -- I'm sorry. You
22 probably said it, and I just missed it. I
23 didn't understand. I take back what I said.

24 I don't want the police training to be
25 online, but it is a two-way street, right? I

1 mean, the whole idea is that it is our residents
2 participating. I want to make sure it is
3 meaningful on the providing of information side
4 of things. So if there is any educational stuff
5 that can go out, and we can put it online, I
6 think that would be great.

7 CHIEF MECKLENBURG: Sure. I will look
8 into that.

9 MR. UNGAR: And then, second
10 question is, just a follow-up along the lines of
11 the ring app. Where are we on the license plate
12 readers?

13 CHIEF MECKLENBURG: We have ordered 20,
14 and we are currently working with the electric
15 company, Illuminating Company on pole numbers
16 and what policy we are going to put them on.

17 Originally, you know, they do offer the
18 solar option, but speaking with other cities,
19 sometimes the solar option, if it doesn't get
20 enough sun, it won't work as effectively as we'd
21 like.

22 So we are working with the Illuminating
23 Company to pinpoint those poles that we want
24 to put those cameras on, so again, we hope to
25 have them up and running in the very near

1 future.

2 MR. UNGAR: Okay. And that's a
3 perfect segue into my last question. In terms
4 of cameras, I know it would not be license plate
5 readers, but do we have camera presence in our
6 parks? I mean, I hear you that our residents
7 should not extrapolate from this one horrible
8 tragedy that our parks are unsafe.

9 And at the same time, you know, I am
10 just wondering, do we have any cameras that are
11 in the parks fed into City Hall that we could
12 talk about?

13 CHIEF MECKLENBURG: The only cameras we
14 have are some in Cain Park around the splash
15 pad, in that area. Other than that, none of our
16 other parks have cameras.

17 MR. UNGAR: Okay. Good.

18 MR. STEIN: Okay. Seeing no
19 other questions, thank you, Chief.

20 CHIEF MECKLENBURG: Thank you. Have a
21 good night, everyone.

22 MR. STEIN: You too. Actually,
23 the City manager had one other item.

24 MS. NIERMANN-O'NEIL: Yeah, and I want
25 to add on to what the Chief said. We are

1 looking at the cost and the placement of cameras
2 in the parks. So that's on the agenda.

3 I actually forgot two of the most
4 important things that I wanted to acknowledge.
5 Jim Landon, our IT director, is retiring after
6 30-plus years, and he has really led the City
7 through all the ups and downs of technology and
8 been an absolutely smart, loyal, dedicated
9 employee, not just here at City Hall but to the
10 Council and our residents. So I want to
11 acknowledge that.

12 And also that we have hired Ryan
13 Prosser, who will be our IT director, and he has
14 been here this week with Jim Landon, so that he
15 can get the lay of the land and everything that
16 is in order going forward. So I really want to
17 thank Jim Landon on behalf of all of us.

18 And I also want to acknowledge that
19 Jennifer Coe, our City manager-assistant
20 secretary, go-to person, who has done all of the
21 packets and all of the webex meetings and
22 everything, all the different things that would
23 come into the City manager office, also is
24 moving on, and I want to thank her.

25 I know you have all interacted with her,

1 with your time on Council, and I also want to
2 thank her for her service.

3 So thank you.

4 MR. STEIN: Okay. Thank you
5 for that, and special thank you to Jim for all
6 the years of service, for all you have done. He
7 has been a good guy. I always enjoyed talking
8 to Jim, and I would be a little bit happy when
9 he walked into a Council meeting, so I am going
10 to miss that.

11 And thank you, Jennifer, for being there
12 for Council, putting together our packets.
13 Actually, I'm a little nervous not having
14 Jennifer there to put together our packets and
15 to make sure we get our webex meeting invites.
16 So hopefully that goes smoothly, but I wish you
17 the best on your next endeavor. Thank you,
18 Jennifer.

19 Okay. Moving on to Clerk of Council,
20 Mrs. Himmelein, please.

21 MS. HIMMELEIN: Nothing to report
22 tonight, your Honor.

23 MR. STEIN: Okay. That was
24 quick.

25 Moving on to our committee reports.

1 First up is community relations and recreation
2 committee, Councilperson Russell. Please.

3 MS. RUSSELL: Good evening.
4 Thank you, President and Vice President Council.
5 I have no legislation for my committee today. I
6 just wanted to make a couple of announcements,
7 that our senior center opened today from 9:00 to
8 3:00; will be open on Mondays, Wednesdays, and
9 Fridays.

10 Cain Park will open on July 9th,
11 starting with our your festival as well as the
12 residents remember this week starting June 26th.
13 And that's it. I will wait on the ordinance of
14 the 92-2021 from the finance committee. That's
15 all I have at this particular moment.

16 Oh, let me just reiterate on June 30th,
17 we are having COVID-19 vaccinations at
18 Monticello Middle School, so if you have not had
19 your COVID-19 shot or you are going for your
20 second shot, please go there.

21 Also, Shaw High School also has openings
22 for walkups for their first COVID-19 shots as
23 well. I believe that's it. Thank you so very
24 much.

25 MR. STEIN: Okay. Thank you.

1 Next is finance committee, Councilperson Hart.
2 Please.

3 MS. HART: Okay. Before I
4 start the legislation, I did want to mention
5 that the Coventry of Juneteenth was really a
6 very nice event. There were a lot of good
7 vendors there. I was introduced to the black
8 vendors that they had. I bought a candle and
9 some other things there, spent too much money.
10 It was fun. They had great bands, so I think it
11 was a really good event and well planned.

12 I wanted to also mention there was an
13 event today at Grownups Martini bar. That's at
14 2221 Noble Road. It was the -- Eric was there,
15 a number of other people were there, and it was
16 very nice.

17 They have redone the whole building, and
18 it is very well done. It looks like a nice
19 place, is a nice place, and they are open
20 Thursday, Fridays and Saturdays from 2:00 to
21 10:00. They close at 10:00 and it is for
22 grownups.

23 So you are supposed to be 35 or older,
24 which had me puzzled because I asked them, well,
25 how come you didn't card me then? But I know

1 the answer to that.

2 So the other thing, I want to thank Jim
3 and Jennifer for their service and welcome our
4 new IT guy. So I will move on now to
5 legislation.

6 Ordinance number 67-2021 for second
7 reading, an ordinance providing for the issuance
8 and sale of bonds, and the maximum principal
9 amount of a million 18 thousand for the purpose
10 of paying costs of restructuring, resurfacing,
11 and otherwise improving city streets to get
12 together with necessary appurtenances thereto,
13 rebuilding Monticello Boulevard and Taylor Road,
14 including engineering and planning costs with
15 respect thereto, acquiring motorized equipment
16 and adding appurtenances thereto, acquiring
17 motor vehicles and equipment used in the
18 function of the City's department of public
19 works, sewers and utilities division, acquiring
20 motor vehicles and equipment used by the City's
21 department of public works force industry
22 division and acquiring mobile radios for use by
23 the City's police department together with the
24 necessary related equipment.

25 MR. STEIN:

Is there a second?

1 MS. DUNBAR: Second.

2 MR. STEIN: Thank you. Is

3 there any discussion? Mrs. Himmelein, please

4 call the roll.

5 MS. HIMMELEIN: Dunbar.

6 MS. DUNBAR: Aye.

7 MS. HIMMELEIN: Hart.

8 MS. HART: Aye.

9 MS. HIMMELEIN: Russell.

10 MS. RUSSELL: Aye"

11 MS. HIMMELEIN: Seren.

12 MR. SEREN: Aye.

13 MS. HIMMELEIN: Cobb.

14 MR. COBB: Aye.

15 MS. HIMMELEIN: Stein.

16 MR. STEIN: Aye.

17 MS. HIMMELEIN: Ungar.

18 MR. UNGAR: Aye

19 MS. HIMMELEIN: Seven yeses, your

20 Honor.

21 MR. STEIN: Unanimous.

22 MS. HART: Okay. The next

23 legislation is resolution 68-2021 second

24 reading. A resolution approving the adoption of

25 the 2022 tax budget.

1 MR. STEIN: Is there a second?
2 MS. DUNBAR: Second.
3 MR. STEIN: Thank you. Any
4 discussion?
5 Ms. Himmelein, please call the roll.
6 Hart.
7 MS. HART: Aye.
8 MS. HIMMELEIN: Russell.
9 MS. RUSSELL: Aye.
10 MS. HIMMELEIN: Seren.
11 MR. SEREN: Aye.
12 MS. HIMMELEIN: Stein.
13 MR. STEIN: Aye.
14 MS. HIMMELEIN: Ungar.
15 MR. UNGAR: Aye.
16 MS. HIMMELEIN: Cobb.
17 MR. COBB: Aye.
18 MS. HIMMELEIN: Dunbar.
19 MS. DUNBAR: Aye.
20 MS. HIMMELEIN: Seven yeses, your
21 Honor.
22 MR. STEIN: Unanimous.
23 MS. HART: The next one is
24 ordinance 76-2021, an ordinance with certain
25 subparagraphs of ordinance No. 127-2020 and

1 subsequent ordinances relating to appropriations
2 and other expenditures of the city of
3 Cleveland Heights, Ohio, for fiscal year-ending
4 December 31st.

5 MR. STEIN: Is there a second?

6 MS. NIERMANN-O'NEIL: Second.

7 MR. STEIN: Any discussion?

8 (No response.)

9 MR. STEIN: Ms. Himmelein.

10 MS. HIMMELEIN: Russell.

11 MS. RUSSELL: Aye.

12 MS. HIMMELEIN: Seren.

13 MR. SEREN: Aye.

14 HIMMELEIN: Ungar.

15 MR. UNGAR: Aye.

16 MS. HIMMELEIN: Cobb.

17 MR. COBB: Aye.

18 MS. HIMMELEIN: Dunbar.

19 MS. DUNBAR: Aye.

20 MS. HIMMELEIN: Hart.

21 MS. HART: Aye.

22 MS. HIMMELEIN: Okay. And the
23 final legislation I want to hand over to Davida
24 since she drafted it.

25 Davida?

1 MS. RUSSELL: Thank you,
2 Councilwoman Hart.

3 Ordinance No. 92-2021, ordinance
4 authorizing all actions necessary for initial
5 use for funds received pertinent to the America
6 Resource Plan Act. I want to give the residents
7 a little background on this resolution because I
8 am quite sure the -- everyone had to look at it
9 and say what in the heck is that? What does
10 that mean?

11 So let me explain it to you. When I
12 first discovered that our City was going to
13 receive \$40 million dollars from the American
14 Resource Plan Act from President Biden, which
15 actually turned out to be \$38.8 million dollars,
16 as you all have heard me talk about profusely on
17 Council regarding the distressed areas in our
18 community, and this legislation and our
19 employees, I wanted that to make sure that
20 employees of our City were made whole, that any
21 employee that had any furloughs, any employees
22 that we had to furlough, layoff, any reason due
23 to COVID-19, that they were made whole regarding
24 our -- all of our services as far as our
25 sanitation workers, our police department, our

1 fire department, our staff as well as our
2 directors and heads of departments as well.
3 Anyone who was on the front line during this
4 pandemic was made whole if they had to take any
5 furloughs or layoff or restrictions.

6 I wanted to make sure they were taken
7 care of. Also on this ordinance, I wanted to
8 make sure that monies went to those distressed
9 areas in our community.

10 As you hear me talk about all the time,
11 I want to make Cleveland Heights a well-bounded
12 community where some of our parts of our area of
13 Cleveland Heights feel detached, not a part, not
14 welcome, and we don't want that.

15 As Council, we believe that all of us
16 are welcome, all of us is part of
17 Cleveland Heights, and we want all of our
18 communities to feel important and taken care of.

19 So I had designated in this resolution
20 that \$5 million dollars of that resource money
21 be set aside, \$2 million to go to the Noble area
22 and \$2 million to go to the Taylor area and
23 \$1 million to be distributed throughout the City
24 for wherever it is needed with your business
25 district to whatever areas as far as south of

1 Coventry or the Coventry corridor or the
2 Fairmont corridor, wherever those businesses or
3 areas are having trouble or in need and in
4 trouble.

5 A million dollars would be dedicated to
6 that area, and the reason I did that is because
7 these areas are so in distress they need quite a
8 bit of infrastructure. They need quite a bit of
9 business help. They need quite a bit of housing
10 help. They need quite a bit of sidewalk help.
11 They need quite a bit of signage help. They
12 need quite a bit of help period.

13 So if you ever just take a moment as a
14 resident and you drive Fairmont and you drive
15 Coventry and you drive Lee Road, but then, drive
16 Noble and drive Taylor, and you will see the
17 total difference in our community and in our
18 City and why some parts of our area feel
19 detached.

20 In talking to people, I had quite a few
21 people cry, found them crying, that they felt
22 that Noble area, the Taylor area was lost. No
23 one cared about it anymore, and they had no
24 hope, and that's not true.

25 I believe all of us on this Council

1 believe that every area of our City should
2 thrive and should feel a part of each other.

3 And so this is one reason I created this
4 resolution, to give some breath of fresh air or
5 to blow some breath of fresh area into those
6 distressed areas, and I know regardless it is
7 going to be a lot of talk about resources and
8 funds.

9 And no matter what resources and funds
10 are, guess what? We are still going to have to
11 pay taxes. We are still going to have to pay
12 for our City services. We are still going to
13 have to pay for the things we are going to pay
14 for.

15 This money was a gift from God you might
16 as well say. This was money that we were not
17 expecting. This is money that was not a part of
18 our budget. This is money that was not a part
19 of our resources or spending or our capital or
20 anything.

21 This is extra money. Hear me,
22 residents, this was extra money that cities
23 received to be able to put into those distressed
24 areas of communities that were doing really,
25 really bad, and these are areas within our

1 community who are doing really, really bad and
2 who really, really need that help.

3 And as we go into our election and have
4 a mayor and all of those things, I am hoping and
5 praying that our newly elected officials really
6 concentrate on making those areas and the people
7 in those areas feel wanted, feel needed, and
8 feeling a part of our community. This is
9 something that is desperately needed.

10 I am telling you there is going to be a
11 lot of discussion on it because when it comes to
12 money everybody wants to put their fingerprint
13 on it, but I am just saying here today I want
14 you to know that I believe that I have support
15 on this legislation.

16 I believe that we can be able to move
17 forward with this legislation, and I want the
18 people of the Taylor area, I want the people of
19 the Noble area, I want the people of the south
20 Coventry area to know that we are -- I am making
21 sure that your community is being uplifted in
22 some kind of way with resource money from the
23 President of the United States.

24 I am also looking for the businesses in
25 our community to get some of this resource

1 monies as well. So that's what that legislation
2 is about. I might have went real long about it,
3 but you know what?

4 I know there is going to be discussion
5 about it and all of that kind of things, but I
6 want the residents to know why, how come and
7 what's the need for this and that this is
8 totally extra money that was given to all
9 cities across this country.

10 Thank you so very much.

11 MR. STEIN: All right. Thank
12 you. Mike, I do you see your hand, but I am not
13 going to be calling on anybody because it is
14 only the first reading.

15 We are going to have a discussion fully
16 about this piece of legislation, but it has to
17 be in Melody's committee. The finance committee
18 will be setting up a meeting sometime in the
19 near future, and we can have that discussion at
20 that time, but as of now, I want to move on.

21 MS. RUSSELL: And Jason,
22 definitely before I finish.

23 MR. STEIN: Yes.

24 MS. RUSSELL: I do want to give
25 my retirement respect to Jim as well as to

1 Jennifer as they move on away from our City.

2 I have not got a chance to work with you
3 long, but I do know who you are, so may life's
4 journey be well for you.

5 As Melody said, EPA's park was
6 wonderful. I went to the movie part of it. So
7 Safe Right, you did a wonderful job with
8 gathering people together, and definitely, the
9 Pink Panther movie was one of my favorites and
10 kudos to you for that and all of the other
11 Juneteenth recognition throughout the City.

12 Because you know what? That is the
13 first national holiday for African Americans for
14 slavery, so I appreciate our City manager
15 recognizing that and putting it on the books for
16 next Friday, even though it was short notice,
17 but I want to recognize everybody in our
18 community and our City who actually took part in
19 actually having something to celebrate that day.
20 So thank you.

21 MR. STEIN: Melody, do you have
22 anything else?

23 MS. HART: No. That's it for
24 me.

25 MR. STEIN: All right. Mike,

1 you still have your hand up. Even though I said
2 that, you still want to say something?

3 MR. UNGAR: I do.

4 MR. STEIN: All right. Go
5 ahead, Mike.

6 MR. UNGAR: It is just a
7 request. Several on Council know I have some
8 very strong views about this salutary purpose
9 though there may be, and I will express those
10 views at the finance committee.

11 I am not on the finance committee
12 however; I just ask that it coincide with the
13 committee of the whole meeting when it gets
14 scheduled, and I will save my remarks for that.

15 MR. STEIN: Melody, if you want
16 like to have that joint with the committee as a
17 whole coming up, just let me know, we will work
18 that out if that's what you want.

19 MR. UNGAR: Thank you.

20 MR. STEIN: Okay. Was that it
21 from the finance committee? Okay. Moving on,
22 then, municipal services.

23 MS. RUSSELL: Thank you, Melody.

24 MR. STEIN: Councilperson
25 Russell. I'm sorry, municipal services is

1 Councilperson Dunbar.

2 MS. DUNBAR: That's right, yes.
3 Yeah I will just go into my resolution and then
4 say a few remarks at the end.

5 So tonight we have resolution No.
6 77-2021. This is a resolution opposing
7 provisions of the Ohio Senate omnibus budget
8 amendment, which would effectively prohibit in
9 the state of Ohio the new construction of
10 public-owned broadband network and negatively
11 impact the ongoing provision of broadband
12 services provided by publicly-owned networks,
13 thereby harming the ability of Ohio's residents
14 and businesses to participate in the 21st
15 century digital economy. I move that we approve
16 this resolution.

17 MS. HART: Second.

18 MR. STEIN: Is there any
19 discussion?

20 (No response.)

21 MR. STEIN: No discussion.
22 Okay. All right. Ms. Himmelein, please call
23 the roll.

24 MS. HIMMELEIN: Seren.

25 MR. SEREN: Aye.

1 MS. HIMMELEIN: Stein
2 MR. STEIN: Aye.
3 MS. HIMMELEIN: Ungar
4 MR. UNGAR: Aye.
5 MS. HIMMELEIN: Cobb
6 MR. COBB: Aye.
7 MS. HIMMELEIN: Dunbar.
8 MS. DUNBAR: Aye.
9 MS. HIMMELEIN: Hart.
10 MS. HART: Aye.
11 MS. HIMMELEIN: Russell.
12 MS. RUSSELL: Aye.
13 MS. HIMMELEIN: Seven yeses, your
14 Honor.
15 MR. STEIN: Passes.
16 MS. DUNBAR: Okay. I would just
17 like to add my thanks to Jimmy Landon for his
18 help with computer issues of which I haven't had
19 a great number, but he has been extremely
20 helpful. So he will be missed, although maybe
21 his successor will fill in this gap as
22 successfully as he did, and also Jennifer Coe
23 has been a wonderful person to work with on
24 getting information from the City. So I also
25 wish her well in her new endeavors, and I think

1 that's it for now.

2 MR. STEIN: Okay. Thank you.

3 Moving on to planning and development
4 committee, Councilperson Ungar, please.

5 MR. UNGAR: Thank you very
6 much. As everybody heard earlier from Bill
7 Hanna, that we are continuing to work on the MOU
8 with Flaherty and Collins in connection with
9 Cedar-Meadowbrook-Lee, and I have been working
10 with our staff, Melody on behalf of the planning
11 and development committee of Council to move
12 things forward in terms of the process, not only
13 for public input but all the various boards and
14 commissions and approvals so that once we
15 hopefully do approve an MOU, we will be in solid
16 gear moving forward.

17 And that's it on that front, and then I
18 just wanted to pile on to all the good wishes to
19 Jim and Jennifer as they move on, both as we all
20 know, and we are the beneficiaries of it, and
21 they were terrific employees, and we were lucky
22 to have them.

23 So thank you very much.

24 MR. STEIN: Thank you. Next is
25 public safety and health committee,

1 Councilperson Cobb, please.

2 MR. COBB: Thank you. I, too,
3 want to wish Jim and Jennifer well as they move
4 on from the City. I know that Jim has been very
5 helpful for when I have had technology problems
6 as others have on Council as well. They will be
7 sorely missed.

8 As everyone heard earlier from Susanna,
9 we are finally going to have our first racial
10 justice task force meeting this Thursday, so I
11 encourage the public to tune in.

12 This is going to be -- what I am
13 assuming is going to be an organizational
14 meeting, and they will start getting to work, to
15 the substance of their committee's task going
16 forward.

17 Next week I am hoping to have a
18 committee meeting on Kahlil's proposed ordinance
19 on the civil immigration. Details will follow
20 and get posted up on the City's website.

21 We are just waiting to pin down a
22 specific time for that.

23 So if there are Council people that are
24 interested, if you could get back with me about
25 the time, there has been a request to have it as

1 early as possible, and the time I suggested was
2 4:30.

3 And then, looking ahead when we come
4 back in August, I will have another committee
5 meeting on the proposed legislation that I am
6 going to ask.

7 Since it is Kahlil's legislation, I
8 would defer to him to make a first reading on
9 this, the lead ordinance if you would, Kahlil.

10 MR. SEREN: That is very kind,
11 councilman. Thank you.

12 MR. COBB: You are welcome.

13 MR. SEREN: I am reading into
14 the record ordinance No. 78-2021 an ordinance
15 enacting and adopting chapter 522, lead hazards
16 of part 5, general offenses code of the codified
17 ordinance of the City of Cleveland Heights
18 repealing chapter 1347, certificate of occupancy
19 of park 13 building code of the codified
20 ordinances of the City of Cleveland Heights and
21 adopting a replacement Chapter 1347, certificate
22 of occupancy and amending section 1345.99,
23 penalty of chapter 1345, enforcement and penalty
24 of part 13, building code of the codified
25 ordinances of the City of Cleveland Heights. I

1 read this into the record.

2 Thank you.

3 MR. COBB: Thank you. And
4 that's all I have for this evening.

5 MR. STEIN: Thank you. Next is
6 the administrative services committee. Vice
7 president.

8 MR. SEREN: Thank you, Council
9 President. I have just a couple things to say.
10 First, I would like to, of course, wish my
11 congratulations to Jennifer and Jim. I will
12 keep that short, but thank you for serving the
13 City.

14 I would also like to in the wake of the
15 celebrations of Juneteenth, I visited a few
16 Juneteenth celebrations, but I want to comment
17 sort of on the concept of Juneteenth and
18 something that it made me think about a little
19 bit.

20 The fact is that there were enslaved
21 people, people who were subject to bondage and
22 being forced to work and brutalized, who even
23 after the proclamation, the emancipation
24 proclamation, they were still enslaved,
25 certainly well after the foundational ideology

1 of our country was outlined that all people are
2 created equal and our rights are inherent in our
3 being.

4 Even yet, still, they were enslaved.
5 They were brutalized. They were forced to work,
6 and it wasn't until -- and someone might say it
7 is debatable that the enslavement didn't
8 continue in other forums -- but it wasn't until
9 the enforcement mechanism made its way to where
10 those people were being enslaved that we
11 recognize that they were free. And that always
12 is curious to me.

13 I just wanted to point out how important
14 the work is that we do, that government does.
15 We enforce these things. We protect our
16 residents. We protect their rights, and I think
17 the Juneteenth is just an amazing example of the
18 fact that those people were supposed to be free.

19 They were inherently free as humans, but
20 that wasn't their condition. That wasn't their
21 experience, and even once we changed the law
22 here in America, they still weren't free, and
23 they weren't free until soldiers marched in to
24 enforce it.

25 And I want to point out how important

1 not only the policy but the implementation is.
2 I just wanted to point that out about some
3 thoughts that I had about freedom over the
4 weekend.

5 Now, on to the legislation that we have
6 on administrative services. I would like to
7 pass this to my colleague, Councilman Ungar.
8 This is his ordinance. I approached the law
9 department a while back to discuss the
10 possibility of enacting pay-to-stay policy, and
11 I was told that Councilman Ungar beat me to it
12 and worked with the law department to craft this
13 ordinance.

14 And so I want to say thank you
15 Councilman Ungar and good work. Please, if you
16 would like to read this into the record for
17 first reading.

18 MR. UNGAR: Sure. First, I
19 want to thank you. I think you exaggerated my
20 role. I think we worked on this together, and
21 you did a fine job of pushing it along and
22 nudging us to make sure we were on task.

23 And I also want to thank our law
24 director Bill Hanna and his staff because this
25 wasn't an easy one to draft. It wasn't cookie

1 cutter stuff. He looked at a lot of stuff, some
2 of which I know about, some of which I don't
3 know about and, you know, did it the right way.

4 And you can see that in the crafting for
5 the residents who are watching. You know, we
6 just don't waive a magic wand and all of a
7 sudden we have a great piece of legislation.
8 This is the result of a law department that
9 really rolls up its sleeves and works on it.

10 So it really was -- multiple parties
11 involved, and Kahlil and I were both involved on
12 the Council end of things, and this is one where
13 I know we occasionally confused you on the
14 nomenclature and the titles that we give to the
15 legislation, but I liked this the minute I heard
16 about it, and I get no original credit.

17 I actually first heard about this when I
18 was the president of the board at Legal Aid, and
19 I was intrigued immediately, and we did some
20 further research, and we all think it would be
21 or thus far we think it will be a good fit for
22 the city of Cleveland Heights.

23 That will be up to the Council, but in a
24 nutshell -- and I promise that's all I will
25 do -- there are a couple of whereas clauses in

1 the legislation that speak volumes about, you
2 know, the disruption to homes and in
3 particularly homes underserved and
4 underprivileged communities, when a roof is taken
5 away from being over their head.

6 And bottom line -- and Bill said it
7 best -- we as a Council, assuming this is
8 approved, deem it necessary to avoid displacing
9 people when it is absolutely unnecessary to do
10 so.

11 That serves multiple salutary purposes. It
12 preserves our housing stock, and it keeps roofs
13 over the heads of people who can least afford to
14 lose that roof, and I don't have to educate my
15 colleagues on Council about how destabilizing
16 that can be to a home environment.

17 And you know, those that are wondering,
18 well, doesn't unemployment compensation, rent
19 assistance, and other programs like that provide
20 the kind of safety net that they need?

21 I would say it is more of a mesh, a
22 safety net, and this is another tool in that
23 proverbial toolbox that would provide our
24 residents with some additional safeguards
25 concerning their ability to stay in rental

1 properties that are located within the City.

2 It is not a one-way street for the
3 landlords that are listening, and I know our law
4 director checked in with the landlords to ensure
5 they are good with this because it is a two-way
6 street.

7 In order to be able to stay, the tenant
8 has to tender all past due rent with reasonable
9 late fee and court costs, court proceedings that
10 have been initiated to the landlord prior to a
11 judgment.

12 Now, the landlord could potentially
13 refuse the tender of those fees, but if that
14 happens under this legislation -- and this is
15 sort of that pivoter pirouette point that is
16 different than prior law, at least as I
17 understand it, and Bill Hanna will no doubt
18 correct me if I have got it wrong.

19 What happens once those fees are
20 tendered, that becomes an affirmative defense to
21 the eviction proceedings that have been filed
22 against the tenant for non payment of rent. And
23 once the tenant is able to prove that what I
24 just said happened, that will work to keep that
25 roof over his, her, or their heads.

1 So that's -- folks can read a lot more
2 about it in the actual legislation, and our law
3 director can elaborate if he chooses or Kahlil
4 can elaborate if he chooses, but that's a
5 summary of the legislation.

6 I know it is on first reading, and then,
7 it is going to be Kahlil's committee for further
8 discussion and hopefully will then come back to
9 Council with a recommendation that we pass it.

10 I think it is a good piece of
11 legislation, very proactive. I am proud of the
12 City.

13 MR. STEIN: Thank you. It is
14 on first reading.

15 MR. UNGAR: Yeah. It is on
16 first reading only. Thank you, Kahlil.

17 MR. STEIN: Bill.

18 MR. HANNA: Thank you,
19 Mr. President. I just wanted to mention two
20 things quickly:

21 One is, we did some research about
22 opinions expressed by landlords in other
23 communities and concerns raised by landlords in
24 other communities and sort of feedback once
25 those ordinances had been adopted and tried to

1 reflect those concerns in the provisions of this
2 ordinance without undoing it.

3 But it may be that the committee will
4 want to develop some additional information. I
5 just wanted to be clear that we didn't undertake
6 an exhaustive effort to invite people in on
7 behalf of Council and try to suss out those
8 questions.

9 And then, secondly, some people may be
10 wondering, well, what's the point of this? If
11 you pay your rent, of course, you don't get
12 evicted, and that's the key.

13 Ohio is one of a small number of states
14 in which as soon as rent is late an eviction
15 process can begin, and it is not automatically
16 terminated by the subsequent payment of all the
17 rent that is due.

18 And so the structure of the pay-to-stay
19 legislation here and elsewhere is that there is
20 some legal import to tendering that money with
21 any late fees, and there is a description in the
22 legislation of what's reasonable for a late fee.

23 And as you pointed out, Mr. Ungar, if
24 the eviction action has already been filed,
25 court costs are added on top of it, so that the

1 landlord in those instances should be made
2 whole. But it is written to address that sort
3 of quirky feature of Ohio law.

4 That's all I've got.

5 MR. SEREN: Thank you, law
6 director, and one last thing that I wanted to
7 mention: I do invite all of my colleagues to
8 provide any questions or thoughts that you have
9 on this legislation in anticipation of a
10 committee meeting to discuss it, you know, just
11 so we can be more prepared with any information
12 that you would like for us to provide you about
13 this policy change.

14 And one last thing: The legislation as
15 written is intended to sunset at the end of the
16 year 2022. My initial inclination was to simply
17 pass a permanent ordinance, but I think that
18 this is an appropriate compromise, so we can
19 figure out how this works, figure out where it
20 can be adjusted over the course of the next
21 year-and-a-half.

22 And I think that it addresses certainly
23 the immediate concerns that we all rightly have
24 about when eviction moratoriums end and certain
25 things revert to the normal course of action in

1 the courts.

2 So I, you know, in the interim I think
3 that we can enact this, provide protections, and
4 then a future Council can revisit extending this
5 beyond the 2022 sunset date. And with that,
6 that concludes my committee report.

7 Thank you.

8 MR. STEIN: Thank you. We are
9 moving on to the consent to agenda. No
10 individual consent to agenda items are not
11 discussed separately during the Council meeting
12 unless removed from the consent agenda on
13 request from a member of Council.

14 Once an item is removed from the consent
15 to agenda, it will be placed on the regular
16 agenda.

17 Mrs. Himmelein.

18 MS. HIMMELEIN: Resolution 80-2021,
19 a resolution authorizing the City manager to
20 enter into an agreement with GPD Group for
21 professional design services relating to the
22 City's sanitary sewer overflow control project
23 and the EPA consent decree providing
24 compensation therfor.

25 Resolution No. 81-2021, a resolution

proclaiming July 2021 to be national parks and recreational month in the City of Cleveland Heights.

Resolution No. 82-2021, a resolution authorizing the City manager to enter into agreement with the Bhutanese community of Greater Cleveland, a non profit corporation for the use of community development block grant funds in connection with the refugee assistance programming providing compensation therefor.

Resolution No. 83-2021, a resolution authorizing the City manager to enter into an agreement with Family Connections of Northeast Ohio, a non profit corporation for the use of community development block grant funds in the support of its family school connections program providing compensation therefor.

Resolution No. 84-2021, a resolution authorizing the City manager to enter into an agreement with FutureHeights, a non profit corporation for the use of community development block grant funds to provide funding for the assistance with its community capacity building program providing compensation therfor.

Resolution No. 85-2021, a resolution

1 authorizing the City manager to enter into an
2 agreement with Guessser, a non profit community
3 corporation for the use of community development
4 block grant funds for the payment of operating
5 expenses providing compensation therfor.

6 Resolution No. 86-2021, a resolution
7 authorizing the City manager to enter into an
8 agreement with the Heights Emergency Food
9 Center, a non profit corporation for the use of
10 community development block grant funds
11 community development block grant funds for the
12 payment of operating and capital improvement
13 expenses providing compensation therfor.

14 Resolution No. 87-2021, a resolution
15 authorizing the City manager to enter into an
16 agreement with the Home Repair Resource Center,
17 HRRC, a non profit corporation for the use of
18 community development block grant funds for
19 assistance with the HRRC's housing counseling on
20 home repair and home improvement programs
21 providing compensation therfor.

22 Resolution No. 88-2021, a resolution
23 authorizing the City manager to enter into an
24 agreement with Lake Erie, Inc., a non profit
25 corporation for the use of community development

1 block grant funds to provide support for the
2 organization's Ink Spot after school program
3 providing compensation therfor.

4 Resolution 89-2021, a resolution
5 authorizing the City manager to enter into an
6 agreement with the Open Doors Academy, a
7 non profit corporation for the use of community
8 development block grant funds to support the
9 organization's yearround academic and enrichment
10 programming for disadvantaged middle school
11 youth and the pathways to independence program
12 at Cleveland Heights High School providing
13 compensation therfor.

14 Resolution No. 90-2021, a resolution
15 authorizing the City manager to enter into an
16 agreement with the Seventh Tower Local Advisory
17 Council, a non profit corporation for the use of
18 community development block grant funds in
19 support of its accessible community garden
20 project providing compensation therfor.

21 Resolution 91-2021, a resolution
22 authorizing the City manager to enter into an
23 agreement with the Start Right Community
24 Development Corporation, a non profit
25 corporation for the use of community development

1 block grant funds for the payment of operating
2 expenses for its food bank program providing
3 compensation therfor.

4 MR. STEIN: Is there a motion
5 to suspend the rules?

6 MS. HART: So moved.

7 MR. STEIN: Thank you.

8 MR. COBB: I will second.

9 MR. STEIN: Thank you.

10 Mrs. Himmelein.

11 MS. HIMMELEIN: Stein.

12 MR. STEIN: Aye.

13 MS. HIMMELEIN: Ungar.

14 MR. UNGAR: Aye.

15 MS. HIMMELEIN: Cobb.

16 MR. COBB: Aye.

17 MS. HIMMELEIN: Dunbar.

18 MS. DUNBAR: Aye.

19 MS. HIMMELEIN: Hart.

20 MS. HART: Aye.

21 MS. HIMMELEIN: Russell.

22 MS. RUSSELL: Aye.

23 MS. HIMMELEIN: Seren.

24 MR. SEREN: Aye.

25 MS. HIMMELEIN: Seven yeses, your

1	Honor.	
2	MR. STEIN:	I need a motion to
3	adopt.	
4	MS. DUNBAR:	So moved.
5	MR. STEIN:	Thank you. A
6	second.	
7	MS. HART:	Second.
8	MR. STEIN:	Ms. Himmelein.
9	MS. HIMMELEIN:	I apologize. I did
10	not hear who seconded.	
11	MS. HART:	I did.
12	MS. HIMMELEIN:	Oh. Ungar.
13	MR. UNGAR:	Aye.
14	MS. HIMMELEIN:	Cobb.
15	MR. COBB:	Aye.
16	MS. HIMMELEIN:	Dunbar.
17	MS. DUNBAR:	Aye.
18	MS. HIMMELEIN:	Hart.
19	MS. HART:	Aye.
20	MS. HIMMELEIN:	Russell.
21	MS. RUSSELL:	Aye.
22	MS. HIMMELEIN:	Seren.
23	MR. SEREN:	Aye.
24	MS. HIMMELEIN:	Stein.
25	MR. STEIN:	Aye.

1 MS. HIMMELEIN: Seven yeses, your
2 Honor.

3 MR. STEIN: Moving on to
4 Council president's report. The only thing I
5 have to share is thank you to the City manager
6 and our law director, Susanna Niermann-O'Neil
7 and Bill Hanna, working with them over the last
8 year.

9 They worked so hard. I mean literally
10 every week. There is so much on their plate,
11 and they work so hard for the City, and they
12 care so much about the City. I just want to
13 express my heartfelt thank you for all you do
14 everyday, both of you, so much.

15 And I need a motion now for a July
16 recess.

17 MS. DUNBAR: I move that we have
18 a July recess.

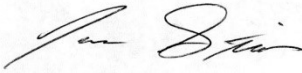
19 MS. RUSSELL: Second.

20 THE COURT: Okay.

21 MR. STEIN: Okay. Thank you.
22 Bill, do we have to actually vote on this, or is
23 it a verbal yes?

24 MR. HANNA: Yeah. You can vote
25 verbally and by voice vote.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason Stein".

Jason S. Stein, President of Council

A handwritten signature in blue ink, appearing to read "Amy Himmelein".

Amy Himmelein, Clerk of Council

NEXT MEETING OF COUNCIL: MONDAY, AUGUST 2, 2021