

**CITY OF MAPLE HEIGHTS
COUNCIL MEETING AGENDA**

Maple Heights High School

January 17, 2018

- | | | |
|------------|-----------------------------------|---|
| 1. | Call to Order: | Council President Ron Jackson |
| 2. | Invocation: | Pastor Ronald Morrison, Hope Alliance BC |
| 3. | Pledge of Allegiance: | Police Chief John Popielarczyk |
| 4. | Ceremonial Swearing-In: | All Members of Council |
| 5. | Roll Call: | Council Clerk Leonette Cicirella |
| 6. | Addendum: | |
| 7. | Approval of Minutes: | |
| 8. | Communications: | |
| 9. | Council Committee Reports: | |
| 10. | Department Reports: | |
| 11. | Citizen's Comments: | 3-minute limitation |
| 12. | Legislation: | |

2017-125 AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2018 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell)

2018-01 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNION EYE CARE PERTAINING TO GROUP VISION INSURANCE FOR FULL-TIME EMPLOYEES IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

Reading 2 (Blackwell)

2018-02 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUN LIFE FINANCIAL PERTAINING TO GROUP LIFE INSURANCE FOR FULL-TIME EMPLOYEES IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

Reading 2 (Blackwell)

2018-05 A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 2017-122 AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT FOR DUNHAM PARK, AND DECLARING AN EMERGENCY

Reading 2 (Blackwell)

2018-06 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE OPTION AGREEMENT WITH WALLICK ASSET MANAGEMENT, LLC AND DECLARING AN EMERGENCY

Reading 2 (Blackwell)

2018-07 AN ORDINANCE WAIVING FOR THE TIME PERIOD JANUARY 2, 2018 THROUGH DECEMBER 31, 2018 THE ONE HUNDRED PERCENT (100%) ESCROW REQUIREMENT TO CORRECT VIOLATIONS RESULTING FROM POINT OF SALE INSPECTIONS PER

**CHAPTER 1494 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS
TO OFFER AN INCENTIVE TO INDIVIDUALS WHO PURCHASE RESIDENTIAL
PROPERTIES AND OCCUPY SUCH RESIDENTIAL PROPERTIES, AND DECLARING
AN EMERGENCY**

Reading 2 (Blackwell)

**2018-08 A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR
TO APPLY FOR, AND ACCEPT AND EXPEND NON-MATCHING GRANT FUNDS
FROM, THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT'S
2018 COMMUNITY RECYCLING AWARENESS GRANT IN AN AMOUNT NOT
TO EXCEED \$5,000.00, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2018-09 AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO
ENTER INTO A CONTRACT WITH GATCHELL GRANT RESOURCES, LLC
TO DEVELOP AND SUBMIT ON BEHALF OF THE CITY AN APPLICATION
FOR A 2017 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY FOR OPERATIONS
AND SAFETY EQUIPMENT, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2018-10 AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO
ENTER INTO A CONTRACT WITH GATCHELL GRANT RESOURCES, LLC
TO DEVELOP AND SUBMIT ON BEHALF OF THE CITY AN APPLICATION
FOR A 2017 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY FOR EMERGENCY
VEHICLE ACQUISITION, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2018-11 A RESOLUTION OBSERVING THE BIRTHDAY OF DR. MARTIN LUTHER KING, JR.
AND HONORING HIS LIFE.**

Reading 1 (Jackson)

- 13. Expenditures over \$1,000.00**
- 14. Mayor's Report**
- 15. Council & Council President's Report**
- 16. Adjournment**

ORDINANCE NO. 2017-125

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PREPARE AND FILE AN AMENDED 2018 CERTIFICATE OF ESTIMATED RESOURCES WITH THE CUYAHOGA COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

WHEREAS, R.C. 5705.36 requires that at the beginning of each fiscal year the Finance Director must certify to the County Fiscal Officer the total amount from all sources available for expenditures from each fund set up in the tax budget, including certain unencumbered balances that existed at the end of the preceding year; and

WHEREAS, the Finance Director has recommended to Council that she be authorized, pursuant to R.C. 5705.36, to certify and file with the Cuyahoga County Fiscal Officer an amended official 2018 Certificate of Estimated Resources, as set forth in the attached Exhibit A to reflect the 2018 Appropriations Budget.

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

Section 1. The Finance Director is hereby authorized, pursuant to R.C. 5705.36, to file with the Cuyahoga County Fiscal Officer an amended official 2018 Certificate of Estimated Resources, as set forth in the attached Exhibit A, which is incorporated as if fully rewritten herein.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason to insure the financial integrity of the City and present the amended 2018 Certificate of Estimated Resources to the County Fiscal Officer by December 31, 2017. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Ordinance No. 2017-125
Page Two

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

Medical Renewal and Review

Prepared for:



Presented by:

The Fedeli Group
Crown Centre - Fifth Floor
5005 Rockside Road
Independence, Ohio 44131
(216) 328-8080

The City of Maple Heights

Table of Contents

	<u>Page</u>
Dental Options	3
Vision Options	4
Life/AD&D Options	5
Disclaimer	6



Fully Insured Dental - Options

Dental		Assurant Current/Renewal	MetLife Option 1
		Network Non-Network	Network Non-Network
Deductible			
Single		\$50	\$50
Family		\$150	\$150
Waived for Preventative?		Yes	Yes
Waived for Orthodontia?		Yes	Yes
Class I		80%	80%
Class II		80%	80%
Class III		80%	80%
Class IV		50%	50%
Adult		Not Covered	Not Covered
Benefit Waiting Periods		No Waiting Periods	No Waiting Periods
Annual Maximum		\$1,000	\$1,000
Lifetime Orthodontia Maximum		\$1,000	\$1,000
Non-Network Percentile		90th Percentile	Maximum Allowable Charge
Implants		Not Covered	Class III
Endodontics		Class II	Class II
Periodontics		Class II	Class II
Maximum Rollover		Not Included	Not Included

Single	29	Current	Renewal - Revised	
EE + Spouse	2	\$24.02	\$25.22	\$21.79
EE + Child(ren)	10	\$49.06	\$51.51	\$46.18
Family	49	\$54.00	\$56.70	\$50.18
		\$79.05	\$83.00	\$79.83
Monthly:		\$5,208.15	\$5,468.40	\$5,137.74
Annual:		\$62,497.80	\$65,620.80	\$61,652.88
Compared to Current			5.00%	-1.35%
				6% 2nd Year Cap



Vision - Options

Vision	Union Eye Care PPO Plan Current/Renewal	MetLife PPO Plan Option 1
	Network	Network Non-Network
Copays Exam Lenses Materials	\$10/\$25 \$10 *No Copay on Frames	\$10 n/a \$25 n/a \$25 n/a
Exam	Covered in Full	Covered in Full Up To \$45
Lenses Single Bifocal Trifocal Lenticular	(Per Pair) Covered in Full Covered in Full Covered in Full Covered in Full	(Per Pair) Covered in Full Up to \$30 Covered in Full Up to \$50 Covered in Full Up to \$65 Covered in Full Up to \$100
Frames	Up to \$160	Up to \$160 Up to \$70
Contact Lenses Medically Necessary Elective	Covered in Full Up to \$150	Covered in Full Up to \$210 Up to \$160 Up to \$105
Frequency Exam Lenses Frames	24 Months 24 Months 24 Months	12 Months 12 Months 24 Months
RATES		
Single 29 Family 61 Monthly Annual Rate Adjustment Rate Guarantee	Current Renewal \$3.35 \$3.35 \$8.20 \$8.20 \$597.35 \$597.35 \$7,168.20 \$7,168.20 0.00%	2 Year Rate Guarantee \$6.59 \$18.44 \$1,315.95 \$15,791.40 120.30% 2 Year Rate Guarantee



Life/AD&D - Options

LIFE/AD&D	Sun Life Financial Current	MetLife Option
Benefit	Flat \$25,000	Flat \$25,000
Age Reduction Schedule	To 67% @ Age 70; To 50% @ Age 75 Terminates @ Retirement	To 67% @ Age 70; To 50% @ Age 75 Terminates @ Retirement
Guarantee Issue	\$25,000	\$25,000
Rates		
Volume	\$2,350,000	\$2,350,000
Life Rate Per \$1,000	\$0.18	\$0.161
AD&D Rate Per \$1,000	\$0.02	\$0.040
Monthly	\$470.00	\$472.35
Annual	\$5,640.00	\$5,668.20
Rate Adjustment		0.50% 2 Year Rate Guarantee

*Be advised that the above rates are for illustrative purposes and are subject to final underwriting. The benefits illustrated above are only a summary of the coverages.

City of Maple Heights

Compensation Disclosure

The Fedeli Group's compensation is comprised of consulting fees or commissions. All insurance companies best suited to solving client's problems are contacted. The majority of these companies have set contractual arrangements as to amount and method of payment to The Fedeli Group. Where there is no contractual arrangement, compensation is negotiated with clients to determine the amount of compensation that is appropriate.

The Fedeli Group also has Market Services Agreements (MSA's) with most of its principal insurance markets. Payments under MSA agreements are not client-specific and are based upon such factors as overall volume, growth and service. Payments made to The Fedeli Group under MSA agreements are compensation for services rendered by The Fedeli Group to the insurance markets. Services include national distribution, product development and a wide array of administrative services, as well as the technological investment The Fedeli Group makes to improve efficiency of the placement process for all parties. Amounts paid under MSA agreements to The Fedeli Group, commonly called overrides, would be in addition to any other compensation and do not affect the cost of specific clients.



Other Carriers Marketed

Aetna
Guardian
Standard
EyeMed

No Response
Declined to Quote Life/AD&D
No Response
No Response

Insurance Carrier Quotes

Disclaimer

All carriers illustrated in this proposal
reserve the right to re-rate if final enrollment varies +/- 10%.

Memo

To: Mayor Blackwell
CC: Maple Hts. City Council
From: Chief Kavaliunas
Date: January 8, 2018
Re: Apparatus Grant Opportunity

The Maple Heights Fire Department is looking to procure funding to replace our 2002 Sutphen Pumper, which is rapidly aging, experiencing numerous repairs, and costing the city an extensive amount of money in repair bills. This grant would cover 90% of the cost of the new apparatus and is a significant opportunity to replace this pumper at a very low cost, as the city may have a difficult time replacing it at full cost in the future.

Our 2002 Sutphen Pumper has over 80,000 miles, over 8,600 engine hours, and has required \$35,799 in repairs over the past three years. These costs will keep rising as the vehicle continues to age. This apparatus is also frequently Out of Service due to repair issues, which often leaves one pumper short and has required us to borrow a pumper from neighboring fire departments several times. For these reasons, we are looking to procure funding to replace this piece of apparatus.

We are looking to apply for the FEMA Assistance to Firefighters Grant (AFG) to replace this piece of apparatus. For numerous reasons, we are looking to acquire an Aerial Ladder Truck (rather than a Pumper) through this grant opportunity.

One reason we would like to apply for an Aerial Ladder Truck rather than a Pumper, is due to grant eligibility issues. Since we currently have a 2016 Pumper and 2016 Rescue Squad, we would not be able to be awarded a grant for a Pumper or Rescue Squad. However, due to the fact that we do not currently have an Aerial Ladder Truck (ours was taken Out of Service due to age and sold in 2013) we would be eligible to be awarded a grant for an Aerial Ladder Truck.

This Truck would still have all of the features of the Pumper it would replace, such as an onboard water tank, a pump, fire hose, etc., and could still function as a pumper. However it would have many added benefits with the addition of a 75' hydraulic aerial ladder device. The aerial device is important for not only reaching upper windows of multiple story buildings, but would also give us the ability to provide elevated water streams for buildings and homes involved in heavy fire and reach buildings that are set back from the street or parking lots. This would be extremely important for numerous apartment complexes and warehouses throughout our city.

Additionally, during working fires, we often need to cut vertical ventilation holes in the roof to allow the products of combustion to exit the structure. Currently, our longest ladder is 24' long, which can not reach the roof of the majority of our apartment buildings, warehouses and commercial occupancies. An Aerial Ladder Truck would allow us to quickly access these buildings in emergency situations. The aerial device can be set up by one firefighter, which would be extremely beneficial with our limited manpower. The aerial device is also much safer to work off of, compared to portable ladders.

Lastly, as the call volume and reduced manpower affects the Maple Heights Fire Department, it also affects the Bedford Heights and Garfield Heights Fire Departments. This is an important point, due to the fact that we currently rely heavily on those two departments to respond to our city on Mutual Aid to provide us with an aerial ladder device. Although they try their best to respond, more and more often they are out on other runs and unable to respond with their aerial to assist our department.

For these reasons, we would like to apply for an Aerial Ladder Truck on the AFG Grant. The majority of the costs (90%) would be covered by the grant funds if we were to be awarded. This would allow us to eliminate our 2002 Pumper and reduce repair costs for the city.

RESOLUTION NO. 2018-01

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNION EYE CARE PERTAINING TO GROUP VISION INSURANCE FOR FULL-TIME EMPLOYEES IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

WHEREAS, The Fedeli Group recommends that the City of Maple Heights contracts for full time employee vision insurance coverage with Union Eye Care as being in the best interests of the City; and

WHEREAS, Council desires that Union Eye Care provides the Employee Group Vision Insurance for full-time employees for a period of twelve months, beginning January 1, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, and State of Ohio, that:

Section 1. Council authorizes and directs the Mayor and the Director of Finance to enter into a contact with Union Eye Care for the Employee Group Vision Insurance Policy beginning January 1, 2018, a copy of which is available in the Human Resources Department.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the health and welfare of the employees and residents of the city, and to timely renew said policy, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

Resolution No. 2018-01
Page Two

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO. 2018-02

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUN LIFE FINANCIAL PERTAINING TO GROUP LIFE INSURANCE FOR FULL-TIME EMPLOYEES IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

WHEREAS, The Fedeli Group recommends that the City of Maple Heights contracts for full time employee life insurance coverage with Sun Life Financial as being in the best interests of the City; and

WHEREAS, Council desires that Sun Life Financial provides the Employee Life Insurance for full-time employees for a period of twelve months, beginning January 1, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, and State of Ohio, that:

Section 1. Council authorizes and directs the Mayor and the Director of Finance to enter into a contact with Sun Life Financial for the Employee Group Life Insurance Policy beginning January 1, 2018, a copy of which is available in the Human Resources Department.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the health and welfare of the employees and residents of the city, and to timely renew said policy, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-05

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

**A RESOLUTION AMENDING AND RESTATING RESOLUTION NO. 2017-122
AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH
THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND
METROPOLITAN PARK DISTRICT FOR DUNHAM PARK, AND DECLARING AN
EMERGENCY**

WHEREAS, the Board of Park Commissioners of the Cleveland Metropolitan Park District (“Metroparks”) has advised the Mayor that the Metroparks desires to enter into a ninety-nine (99) year lease with the City for Dunham Park to operate and maintain Dunham Park and add it to the Metroparks existing award winning 18 park reservations throughout Northeast Ohio; and

WHEREAS, the Metroparks is committed to protecting Dunham Park, like its existing park properties, by implementing natural resource and green infrastructure practices to create and manage urban park spaces more resilient to ecological change and disturbance as part of the surrounding and regional community; and

WHEREAS, the Metroparks, in taking over the maintenance and operation of Dunham Park, is committed to strengthening its role and identity in response to changes in demographics and economics and will continue to emphasize conservation education and support the resurgence of the City of Maple Heights; and

WHEREAS, the Metroparks addition of Dunham Park will advance connections and trail systems that complete the Emerald Necklace and, in partnership with other agencies and communities, will connect Maple Heights with local, state and regional trail networks, communities and places of interest; and

WHEREAS, the Metroparks, in taking over the maintenance and operation of Dunham Park, is committed to improving, expanding and strengthening outdoor experiences and recreation opportunities for the residents of the City of Maple Heights consistent with the Metroparks’ mission, and keep pace with market trends to contribute to the City’s attractiveness as a place to live, work and play; and

WHEREAS, the Mayor, City Engineer and City Law Director recommend that Council authorize the Mayor to enter into a Lease Agreement with the Metroparks, which Lease Agreement is attached hereto as Exhibit A and incorporated as if fully rewritten herein; and

WHEREAS, Council passed Resolution No. 2017-22 on December 6, 2017 authorizing the Mayor to enter into the Lease Agreement; and

WHEREAS, the Metroparks has requested that the City amend Resolution 2017-122 to make clear that the City is entering into the Lease Agreement pursuant to its home rule power under the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. Resolution No. 2017-122 is hereby amended and restated as set forth herein. Pursuant to Article II of the Charter and the City's home rule powers, the Mayor is hereby authorized to enter into a Lease Agreement with the Metroparks for Dunham Park to operate and maintain Dunham Park and add it to the Metroparks existing award winning 18 park reservations throughout Northeast Ohio, which Lease Agreement is attached hereto as Exhibit A and incorporated as if fully rewritten herein.

Section 2. Pursuant to the City's home rule powers set forth in Article II of the City's Charter, the leasing of Dunham Park shall not be subject to advertisement and competitive bidding and the Mayor is authorized to enter into the Lease Agreement with the Metroparks notwithstanding the requirements of R.C. 721.03.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to immediately allow the Metroparks to begin maintenance, operations and improvements at Dunham Park, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

Resolution No. 2018-05
Page Three

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-06

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE
OPTION AGREEMENT WITH WALICK ASSET MANAGEMENT LLC, AND
DECLARING AN EMERGENCY**

WHEREAS, Wallick Asset Management LLC (“Wallick”) has proposed to the Mayor that it intends to develop a 46- unit senior living facility in the City on real estate on Lee Road formerly known as the Petiti’s site; and

WHEREAS, Wallick needs an option period to study the feasibility of the development project and as part of the option desires to purchase the following six (6) separate but adjoining parcels of real property, improvements, appurtenances and the personal and intangible property connected thereto, located on Lee Road in Maple Heights, **Permanent Parcel Nos.: 781-06-004, 781-06-005, 781-06-006, 781-06-007, 781-06-008, and 781-06-009 (“Lee Road Parcels”)**; and

WHEREAS, the Lee Road Parcels are owned by the City through its Land Reutilization Program and the Mayor desires to sell the Lee Road Parcels after the option is fulfilled to Wallick pursuant to R.C. 5722.07 at a fair market value of \$30,000.00, which takes into account that the City is placing certain deed restrictions on the Lee Road Parcels, including use restrictions and building requirements;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Mayor is hereby authorized to enter into a Real Estate Option Contract with Wallick to develop a senior living facility on the Lee Road Parcels, which Real Estate Option Agreement is attached hereto as Exhibit A and incorporated as if fully rewritten herein.

Section 2. Pursuant to R.C. 5722.07 the fair market value of the Lee Road Parcels is \$30,000.00 and pursuant to R.C. 5722.08 all of the proceeds from the sale of the Lee Road Parcels shall be used to maintain the remaining parcels of real property held by the City in its Land Reutilization program.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to immediately allow Wallick to begin

investigating the feasibility of developing the site, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO.: 2018-07

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE WAIVING FOR THE TIME PERIOD JANUARY 2, 2018 THROUGH DECEMBER 31, 2018 THE ONE HUNDRED PERCENT (100%) ESCROW REQUIREMENT TO CORRECT VIOLATIONS RESULTING FROM POINT OF SALE INSPECTIONS PER CHAPTER 1494 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS TO OFFER AN INCENTIVE TO INDIVIDUALS WHO PURCHASE RESIDENTIAL PROPERTIES AND OCCUPY SUCH RESIDENTIAL PROPERTIES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Maple Heights desires to continue an Owner Occupied Homeowner Incentive Program for the period January 2, 2018 through December 31, 2018, which was initially established pursuant to Ordinance No. 2017-08, to promote and encourage individuals to purchase and renovate residential properties by waiving 100% of the escrow requirement to correct violations resulting from the point of sale inspection per Chapter 1494, so long as the purchaser actually occupies such residential property.

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

Section 1. For the time period January 2, 2018 through December 31, 2018 the Mayor is hereby authorized to waive the 100% escrow requirement to correct violations resulting from point of sale inspections per Chapter 1494 of the Codified Ordinances for individuals who purchase and renovate residential properties, so long as the purchaser actually occupies such residential property.

Section 2. Participants in this Program will be required to sign an affidavit attesting to the fact that the Purchaser will reside in the property as their primary residence for two (2) years commencing upon the issuance of an Occupancy Permit by the Chief Building Official.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting, on the date indicated below, and that all deliberations of Council and of any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance constitutes an emergency measure necessary for the general welfare of the residents, and to encourage owner occupied home ownership in the City and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Ordinance No. 2018-07
Page Two

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST:

Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date

Leonette F. Cicirella, Clerk of Council

RESOLUTION NO.: 2018-08

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR TO APPLY FOR, AND ACCEPT AND EXPEND NON-MATCHING GRANT FUNDS FROM, THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT'S 2018 COMMUNITY RECYCLING AWARENESS GRANT IN AN AMOUNT NOT TO EXCEED \$5,000.00, AND DECLARING AN EMERGENCY

WHEREAS, the City's Human Services Director has requested authority from Council to apply for, and accept and expend grant funds from, the Cuyahoga County Solid Waste Management District's 2018 Community Recycling Awareness Grant in an amount not to exceed Five Thousand Dollars (\$5,000.00), which Grant helps communities educate residents about recycling and to increase participation in community sponsored programs. Grant requests shall not exceed Five Thousand Dollars (\$5,000.00) and communities are not required to provide matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. Council hereby authorizes the Mayor and Human Services Director to apply for, and accept and expend grant funds from, the Cuyahoga County Solid Waste Management District's 2018 Community Recycling Awareness Grant in an amount not to exceed Five Thousand Dollars (\$5,000.00) and to execute all necessary documents related to same.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that this grant application must be timely filed, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

Resolution No. 2018-08

Page Two

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO.: 2018-09

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO ENTER INTO A CONTRACT WITH GATCHELL GRANT RESOURCES, LLC TO DEVELOP AND SUBMIT ON BEHALF OF THE CITY AN APPLICATION FOR A 2017 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR OPERATIONS AND SAFETY EQUIPMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Federal Emergency Management Agency (FEMA) sponsors a grant known as the Assistance to Firefighters Grant (AFG) and is seeking applications beginning December 26, 2017 for fiscal year 2017 grants; and

WHEREAS, the primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations and since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, the Mayor and Fire Chief have recommended that the City enter into a contract with Gatchell Grant Resources, LLC ("GGR") to develop and submit on behalf of the City an application for a 2017 AFG for operations and safety equipment and resources in an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00);

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

Section 1. Council hereby authorizes the Mayor and Fire Chief to enter into a contract with GGR to develop and submit on behalf of the City an application for a 2017 AFG for operations and safety equipment and resources in an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) in consideration of GGR being paid 8% of the amount of the grant awarded, up to a maximum payment amount of Three Thousand Dollars (\$3,000.00).

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance constitutes an emergency measure necessary for the public safety, health and welfare and for the further reason that it is necessary to apply for the Grant in the time required and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval

by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga and State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

ORDINANCE NO.: 2018-10

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO ENTER INTO A CONTRACT WITH GATCHELL GRANT RESOURCES, LLC TO DEVELOP AND SUBMIT ON BEHALF OF THE CITY AN APPLICATION FOR A 2017 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR EMERGENCY VEHICLE ACQUISITION, AND DECLARING AN EMERGENCY

WHEREAS, the Federal Emergency Management Agency (FEMA) sponsors a grant known as the Assistance to Firefighters Grant (AFG) and is seeking applications beginning December 26, 2017 for fiscal year 2017 grants; and

WHEREAS, the primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations and since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, the Mayor and Fire Chief have recommended that the City enter into a contract with Gatchell Grant Resources, LLC ("GGR") to develop and submit on behalf of the City an application for a 2017 AFG for emergency vehicle acquisition in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00);

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

Section 1. Council hereby authorizes the Mayor and Fire Chief to enter into a contract with GGR to develop and submit on behalf of the City an application for a 2017 AFG for emergency vehicle acquisition in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) in consideration of GGR being paid 8% of the amount of the grant awarded, up to a maximum payment amount of Three Thousand Dollars (\$3,000.00);

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance constitutes an emergency measure necessary for the public safety, health and welfare and for the further reason that it is necessary to apply for the Grant in the time required and provided it receives the affirmative vote of two-thirds (2/3) of the members

elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2018

Ron Jackson, President of Council

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga and State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette F. Cicirella, Clerk of Council

Memo

To: Mayor Blackwell
CC: Maple Hts. City Council
From: Chief Kavaliunas
Date: January 8, 2018
Re: SCBA Grant Opportunity

The Maple Heights Fire Department is looking to procure funding to replace our aging and obsolete Self Contained Breathing Apparatus (SCBA). Our SCBA harnesses & face-pieces were purchased in 2003 and were compliant at the time with NFPA 1981; 2002 Edition. However, they are aging and need replacement. Several of our face-pieces have recently failed fit testing and require extensive repairs. Most importantly, many of our SCBA air cylinders are Out of Service, due to the fact that they reached their 15 year lifespan. Once SCBA air cylinders reach 15 years old, they are unable to be hydrostatic tested, which is a Department of Transportation and NFPA requirement. At the end of this year, nearly 100% of our current SCBA air cylinders will be taken Out of Service due to surpassing their 15 year lifespan.

Additionally, there have been many changes made to the NFPA standards since our SCBAs were purchased. The standards have been updated three times since our units were purchased. The 2007, 2013, and 2018 editions each required additional safety features and modifications. Most of our SCBAs lack Integrated PASS Devices, Heads-Up Display, and High Temperature rated face-pieces, which have become standard pieces of equipment in the fire service.

We currently have an inventory of 30 SCBAs and 62 Cylinders. To reduce costs and streamline our operations, we have seriously evaluated our needs and would be able to reduce our required inventory when purchasing replacement SCBAs. Through a grant opportunity, we are looking to purchase 21 SCBAs and 42 Cylinders, to bring us up to the current standards for NFPA 1981 and 1982. Our members have done extensive research into this endeavor, sent for and received quotes, and researched the equipment used by our neighboring departments. The total funding for this project will require \$174,000 to meet our needs, which the majority (90%) would be financially covered by this grant if we are awarded.

Without these funds, our firefighters would be left with further deteriorating SCBAs, and expired SCBA cylinders at the end of this year, essentially leaving us without SCBAs. SCBAs are by far one of the most important pieces of equipment our firefighters have, and are extremely critical for the safety of our firefighters and residents.



Annette M. Blackwell
Mayor

Linda M. Vopat
Director of Human Services

MEMORANDUM

To: Council President Ron Jackson
Members of the Maple Heights City Council

CC: Mayor Annette M. Blackwell
Law Director Frank Consolo

From: Linda M. Vopat,
Director of Human Services

Date: January 10, 2018

Re: Resolution No.: 2018-08

We are respectfully requesting your support of Resolution No.: 2018-08. This resolution allows the City to apply for, and accept and expend non-matching grant funds from the Cuyahoga County Solid Waste Management District's 2018 Community Recycling Awareness Grant.

This is the third year we have applied for these funds. The first two applications were successful and we are hoping this one will also be granted.

We are applying for the maximum amount allowed which is \$5000.00. Funds will be used to provide two (2) Community Shred Days to our residents; one in the Spring and one in the Fall. Also, a recycling awareness piece to assist our residents in using the recycling service more effectively will be requested. Last year that was the magnet that was available at all City functions and distributed to residents by several Councilpersons.

The pre-application meeting was held this morning at the Cuyahoga County Solid Waste Management District at 9:30AM. I attended as the submitter of the grant for the City of Maple Heights. The deadline to file for this grant is Friday February 2, 2018 at 4:00PM.



Maple Heights Fire Department

Vehicle Repair Cost

2007 Ford Medix (Ambulance, RS3) (102,130 miles) no hours listed	\$16,969.68
2010 Ford Excellance (Ambulance, RS2) (83,265 miles) no hours listed	\$11,680.58
2016 Terra Star (Ambulance, RS1) (27,948 miles) 2243 hrs.	\$3,706.25
2002 Sutphen Pumper (Engine, E3) (81,281 miles) 8602.8 hrs.	\$35,799.89
2003 Pierce (Engine, E2) (71,745 miles) 7031 hrs.	\$21,313.24
2016 Sutphen (Engine, E1) (11,306 miles) 1132 hours	\$2,020.94

Totals consist of the years, 2015, 2016 and 2017. These totals do not reflect repair costs incurred through the Service Department. A detailed list of repairs is available.



REAL ESTATE OPTION CONTRACT

THIS REAL ESTATE OPTION CONTRACT (this “Contract”) is made as of _____, 2018 (the “Effective Date”) by **WALLICK ASSET MANAGEMENT LLC**, an Ohio limited liability company (the “Purchaser”) and **CITY OF MAPLE HEIGHTS, OHIO**, a municipality of the State of Ohio (the “Seller”).

1. Grant of Option. Seller grants to Purchaser a sole and exclusive option (an “Option”) to purchase the real property, improvements, appurtenances and the personal and intangible property connected thereto, located on Lee Road, Maple Heights, Cuyahoga County, Ohio, as described in Exhibit A (the “Property”), on the terms and conditions set forth in this Contract.

2. Option Period; Fee; Extension. The Option is granted for the period of time between the Effective Date and 11:59 p.m. on December 31, 2018 (the “Option Period”). Purchaser shall pay an option fee of Two Thousand Five Hundred Dollars (\$2,500.00) for this option period (the “Option Fee”). Purchaser shall have the option to extend the Option Period until 11:59 p.m. on June 30, 2019 provided that, before the expiration of the Option Period, Purchaser pays an additional option fee of One Thousand Five Hundred Dollars (\$1,500.00) (the “First Option Extension Fee”). Purchaser shall have an additional option to extend the Option Period until 11:59 p.m. on December 31, 2019 provided that, before the expiration of the current Option Period, Purchaser pays an additional option fee of One Thousand Dollars (\$1,000.00) with the Title Company (the “Second Option Extension Fee”, and together with the First Option Extension Fee, the “Extension Fees”).

3. Exercise of Option. At any time during the Option Period, Purchaser may exercise the Option by giving written notice to Seller of its election to exercise the Option. If the Option is exercised, subject to the terms and conditions of this Contract, Seller shall sell the Property to Purchaser on the terms set forth herein.

4. Option Fee. The Option Fee and any Extension Fees paid shall be held by Seller until Closing or the termination of this Contract. Seller may retain the Option Fee and any Extension Fees paid whether or not the Option is exercised, except as otherwise provided herein. If the Option is exercised and the transaction closed, the Option Fee and any Extension Fees paid shall be applied as a credit to Purchaser against the purchase price. The Option Fee any Extension Fees paid shall be returned to Purchaser only if, and under the specific circumstances as may be expressly provided for in this Contract.

5. Purchase Price; Payment. The purchase price for the Property is Thirty Thousand Dollars (\$30,000.00) plus the actual third party costs and expenses of the Seller incurred in connection with the sale of the Property in an amount not to exceed an additional \$7,500.00 (the “Purchase Price”). The purchase price, as adjusted by the credits and prorations described in this Contract, shall be payable in full at the Closing by wire transfer of immediately available funds.

6. Title; Survey. Upon receipt of the purchase price, Seller shall convey marketable record title to the Property by Limited Warranty Deed (the “Deed”). Purchaser shall accept such title subject to the “Permitted Exceptions” (as defined in this Section 6) and the Deed, or a separate deed restriction agreement, shall contain the Deed Restriction (as defined in this Section 6) applicable to the Property for a period of thirty (30) years after the date of the Closing. The term “Permitted Exceptions” is defined as and shall include current taxes and assessments not yet due and payable for the year in which the Closing occurs and those title matters to which Purchaser agrees to remain as an exception to the owner’s policy of title insurance provided to the Purchaser on the date of Closing. The term “Deed Restriction” is defined as and the Deed transferring the Property shall include the following language “For a period of thirty (30) years after the recording of this Deed

with the Recorder's Office of Cuyahoga County, the improvements constructed on the Property shall be made available for rent by individuals or head of households that are over 55 years of age or other reasonable equivalent age restriction, subject to and extended as necessary for compliance with applicable fair housing rules, regulations and laws applicable to the Property. Notwithstanding the foregoing, the restrictions of this paragraph shall be automatically terminated, without the need for further action or agreement: (i) on the date that is thirty (30) years after the recording of this Deed with the Recorder's Office of Cuyahoga County; (ii) on the date that is the transfer of the title to the Property by foreclosure or by deed in lieu of foreclosure; or (iii) a termination of these restrictions provided by the City of Maple Heights, Ohio prior to the expiration of the thirty (30) year applicability period."

7. Closing. The closing of the sale and purchase of the Property (the "Closing") shall take place on a mutually agreed day, as a mail closing through the office of Mercantile Title Agency, Inc. (the "Title Company") within thirty (30) days after Purchaser exercises the Option subject to the satisfaction of all contingencies and conditions precedent set forth in this Contract. Unless otherwise mutually agreed by Purchaser and Seller, this transaction shall be closed in escrow by the Title Company under instructions prepared by Purchaser and reasonably acceptable to Seller to conform to this Contract. The cost of the escrow shall be a cost and expense of Purchaser.

At the Closing, Seller shall deliver the Deed and other agreements and affidavits as required by the Title Company and in compliance with applicable law. Purchaser shall (i) deliver the purchase price (as adjusted for credits and prorations) to the Title Company for disbursement at the direction of Seller, (ii) pay the fees for recording the Deed, and (iii) pay the costs of any title insurance policies. Both Purchaser and Seller shall execute a closing statement reconciling the purchase price with the various adjustments.

8. Taxes. The real estate taxes shall be apportioned between Purchaser and Seller at the closing in the following manner:

(a) Seller shall pay all ad valorem real estate taxes (the "Taxes") levied with respect to the Property which become a lien and are due and payable prior to the date of the Closing. The Taxes attributable to the year in which the Closing takes place are to be prorated from January 1 to the date of Closing. If the amount of such Taxes is not then ascertainable, credit and prorating shall be on the basis of the amount of the most recently ascertainable Taxes.

(b) Seller shall pay in full all special assessment installments becoming due and payable prior to the Closing. All other assessments, levies, installments and charges (the "Assessments") shall be Purchaser's responsibility, and shall be deemed to be excepted from any warranty of title given by Seller. Any Assessment becoming payable solely on account of Purchaser's actions or this transaction, including without limitation utility connection charges, shall be paid in full by Purchaser.

9. Possession. Possession of the Property shall be deemed to have passed to Purchaser at Closing.

10. Right of Inspection. It shall be Purchaser's option to investigate (or cause to be investigated) to Purchaser's sole and absolute satisfaction, and at Purchaser's expense, the state and condition of the Property and any other matters pertaining to it of interest to Purchaser, including, but not limited to, its zoning classification, topographic characteristics, tax classification, environmental condition, the availability of utilities, the contents of applicable restrictive covenants and building codes, its suitability for Purchaser's intended use, and whether satisfactory financing can be arranged.

(a) Access. During the term of the Option Period, Seller hereby grants to Purchaser and

its agents, consultants, inspectors and contractors (the “Inspection Team”), the continuing right and license to enter onto the Property to perform its inspections, testing, studies and investigations of any kind or nature, including, without limitation: (i) surveys; (ii) inspections of the environmental conditions at the Property, which may include, without limitation, Phase I and/or Phase II environmental site assessments; (iii) soil tests, soil borings, and engineering studies, which may include, without limitation, soil, sub-soil, and groundwater investigations, to identify areas of “wetlands soil” or other conditions likely to increase cost of developing the site; and (iv) identification or other assessments regarding utility access for, including, without limitation, electricity, gas, water, sanitary sewer, and storm drains (collectively, the “Inspections”), all in accordance with the terms and conditions of this Agreement. Performance of all Inspections is at purchaser’s sole risk and expense.

(b) Restoration of Property. Purchaser agrees to return the portion of the Property subjected to the Inspections by the Inspection Team to substantially the same condition existing prior to the Inspections by the Inspection Team of the Property.

(c) Insurance. Before entering upon the Property, Purchaser shall furnish to Seller evidence of general liability insurance coverage of not less than \$1,000,000.

(d) Indemnification. Purchaser will indemnify and hold Seller harmless from any claim or damages arising out of any personal injury or property damage caused by or occurring by the Inspection Team at the Property, as long as Purchaser receives written notice of any such claim within 30 days of such Inspection; provided that in no event shall Purchaser be required to indemnify and hold Seller harmless from any claim and/or damages resulting from: (i) the negligence or willful misconduct of Seller, its agents or employees; or (ii) the Inspection Team’s mere discovery of an existing condition or latent defect at the Property. Seller waives any right to collect consequential or punitive damages under this Contract. Purchaser has no liability to Seller for reduction in value to the Property that results from the discovery of matters or circumstances through the Inspections by the Inspection Team that existed on the Property prior to the Inspections or after the Inspections that was not caused by the Inspections or the Inspection Team. The indemnification obligation of Purchaser in this Contract shall survive termination of this Contract for 90 days from the termination of this Contract.

11. Reliance. Neither Seller nor any person authorized by Seller has made any statement on which Purchaser may rely about the Property that is not set forth in this Contract.

12. Confidentiality. All knowledge, information, or data that is obtained by, or disclosed to, Purchaser under this Contract shall be held in strictest confidence by Purchaser and shall not be disclosed to any third party unless and until the Closing occurs or Purchaser is required to disclose such knowledge, information, or data by law.

13. Performance. Time is of the essence of this Contract. In the event of default by Purchaser, Seller may, at its option, terminate this Contract and retain the Option Fee as a penalty, but not as liquidated damages, and pursue whatever other remedies it may have against Purchaser. In the event of default by Seller, Purchaser’s remedies shall be limited to either: (i) terminating the Contract, in which event Seller shall return to Purchaser the Option Fee; or (ii) seeking specific performance of this Contract.

14. Successors and Assigns. This Contract shall bind Purchaser and Seller and anyone succeeding to their interests in this Contract. Purchaser may assign this Contract without Seller’s prior written permission and upon notice to Seller. Notwithstanding the foregoing, Seller may not assign its interest in this Contract without the prior written consent of Purchaser.

15. Amendment. This Contract represents Purchaser's and Seller's entire agreement. It supersedes all prior statements, negotiations and agreements, whether written or oral. This Contract may not be amended, altered or modified except by a written instrument executed by Purchaser and Seller.

16. Notices. During the term of this Contract, or until written notice of a change in address is delivered to the other party, all notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier (such as Federal Express), or by email transmission with a copy to follow by certified mail, return receipt requested, postage paid or by overnight courier, addressed as follows:

Seller:	The City Of Maple Heights 5353 Lee Road Maple Heights, Ohio 44137 Attn: Frank Consolo, Law Director Email: fconsolo@mapleheightsohio.com
Purchaser:	Wallick Asset Management LLC 160 West Main Street, Suite 200 New Albany, Ohio 43054 Attn: Timothy A. Swiney, Senior Vice President Email: tswiney@wallick.com
with a copy to:	Dinsmore & Shohl, LLP 191 West Nationwide Blvd., Suite 300 Columbus, Ohio 43215 Attn: Jodi Diewald Dyer, Esq.

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

17. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

18. Third Parties. There are no third-party beneficiaries to this Contract.

19. Recording. This Option may be recorded at the request of Purchaser or Seller and at the costs and expense of Purchaser.

20. Severability. The invalidity or unenforceability of any provision of this Contract shall, at the option of Seller or Purchaser, invalidate the entire Contract, upon which Seller shall promptly return the Option Fee to Purchaser. Otherwise, the remainder of this Contract shall remain in full force and effect.

21. Attorney's Fees. If litigation arises out of or in connection with this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs. The "prevailing party" is the party that obtains substantially the result sought, whether by settlement, dismissal or judgment, and if such

dismissal occurs other than by settlement, it is the non-dismissing party. Notwithstanding the foregoing, if the judgment obtained awards only nominal damages, then neither party is the prevailing party.

22. Execution. The submission of this Contract for examination does not constitute an offer to sell and this Contract shall become effective only upon execution and delivery hereof by Purchaser and Seller.

23. Counterparts. This Contract may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. This Contract and the signatures to this Agreement may be transmitted by facsimile or electronic transmission (via scan). Facsimiles or electronic transmissions (via scan) of signatures shall be deemed to constitute original signatures and facsimiles or electronic transmissions (via scan) of this Contract and shall be deemed to constitute a single, enforceable instrument.

[Signatures on the Next Page.]

REAL ESTATE OPTION CONTRACT

IN WITNESS WHEREOF, the undersigned has executed this Real Estate Option Contract as of the day and year above first written.

PURCHASER:

WALLICK ASSET MANAGEMENT LLC,
an Ohio limited liability company

By: _____
Timothy A. Swiney, Senior Vice President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this _____, 2018, by Timothy A. Swiney, the Senior Vice President of Wallick Asset Management LLC, an Ohio limited liability company, on behalf of said limited liability company.

Notary Public

REAL ESTATE OPTION CONTRACT

IN WITNESS WHEREOF, the undersigned has executed this Real Estate Option Contract as of the day and year above first written.

SELLER:

THE CITY OF MAPLE HEIGHTS,
a municipality of the State of Ohio

By: _____
Name: Annette M. Blackwell
Title: Mayor

Approved as to form:

By: _____
Name: Frank Consolo
Title: Law Director

STATE OF OHIO,
COUNTY OF CUYAHOGA, SS:

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this _____, 2018, by _____, the _____ of **City of Maple Heights, Ohio**, a municipality of the State of Ohio, on behalf of said municipality of the State of Ohio.

Notary Public

REAL ESTATE OPTION CONTRACT

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

The following six (6) separate but adjoining parcels located on Lee Road in Maple Heights, Cuyahoga County, Ohio, 44137:

Tax Parcel Numbers: 781-06-004, 781-06-005, 781-06-006, 781-06-007, 781-06-008, and 781-06-009

Legal Descriptions are Attached.