

Via Video/Teleconference— 7:00 PM

1. **Caucus: 6:30 pm** All Members of Council
2. **Call to Order:** Council President Ron Jackson
3. **Invocation/Pledge of Allegiance:** Councilman Christian Ostenson, District 3
4. **Roll Call:** Council Clerk Leonette Cicirella Johnson
5. **Addendum:**
6. **Approval of Minutes:** May 5, 2021 (Regular Meeting of Council)
7. **Communications:**
 - a. Ohio Division of Liquor Control Notices
 - b. Request for a Continuance Regarding Appeal of Planning and Zoning Case No. 2021-PZ-15
 - c. Letter of Appeal Regarding Planning and Zoning Case No. 2021-PZ-16
 - d. Letter of Appeal Regarding Planning and Zoning Case No. 2021-PZ-17
8. **Council Committee Reports:** Community Life and Education Committee
9. **Department Reports:**
10. **Citizens' Comments:** Per Council Rule 220.01(c)(9)
Comments from City residents will be entertained at Regular Council Meetings only, and shall be limited to three (3) minutes per person during comments on the agenda and comments of a general nature and no person shall be allowed to speak more than once. A person wishing to address Council shall first be recognized by the President of Council, and when recognized, shall come forward, state his or her name and address and state the subject matter which he or she wishes to discuss. Total resident comments shall be limited to 45 minutes for all comments. Under special circumstances, this rule can be extended or modified by a majority of Council present. No profanity or comments of a personal or inflammatory nature will be tolerated under any circumstances. The Presiding Officer shall permit a one (1) minute response from the Mayor or Council Member or Department Director to whom the Citizen's question is directed.
11. **Legislation:**

This Ordinance is currently in the Housing/Economic Development Committee

2021-33 A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER DEPARTMENT SUBURBAN WATER MAIN RENEWAL (SWMR) PROJECT FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE LIBBY ROAD WATERMAIN REPLACEMENT PROJECT, FROM BROADWAY AVENUE TO LEE ROAD, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell)

2021-34 A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CUYAHOGA COUNTY HEALTHY TREE CANOPY PROGRAM (HTCP) AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE DUNHAM ROAD GREENWAY TREE PLANTING PROJECT (COUNTY PROJECT NO. MAP-21-01), AND TO PROVIDE FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.

Reading 3 (Blackwell)

2021-38 AN ORDINANCE ADOPTING THE ALTERNATIVE TAX BUDGET INFORMATION OF THE CITY OF MAPLE HEIGHTS, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022; SUBMITTING THE SAME TO THE BUDGET COMMISSION OF CUYAHOGA COUNTY; AND DECLARING AN EMERGENCY.

Reading 2 (Blackwell)

2021-45 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND IF AWARDED TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY DIVISION OF SENIOR AND ADULT SERVICES FOR COMMUNITY SOCIAL SERVICES PROGRAM SERVICES FOR THE CITY OF MAPLE HEIGHTS FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2021-46 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SAFE BUILT OHIO, LLC TO PROVIDE CONSULTING SERVICES IN CONNECTION WITH THE CITY'S BUILDING AND ZONING CODES, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2021-47 AN ORDINANCE REPEALING SECTION 240.13 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS WHICH CREATED A SPECIAL REVENUE FUND ENTITLED "HOUSING REINVESTMENT GRANT FUND", FUND NO. 291, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2021-48 AN ORDINANCE AMENDING AND RE-STATING SECTION 1298.28(A)(5) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING PERMITTING TYPE B FAMILY DAY CARE HOMES IN RESIDENTIAL DISTRICTS , AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2021-49 AN ORDINANCE AMENDING AND RE-STATING SECTIONS 1442.03(g)(2) AND 1442.04(d) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING FEE SCHEDULES FOR RESIDENTIAL AND COMMERCIAL RENTAL REGISTRATION AND LICENSES, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2021-50 AN ORDINANCE AMENDING AND RE-STATING THE AUTHORIZED PAY SCHEDULE FOR NON-BARGAINING UNIT CITY EMPLOYEES FOR 2021, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

12. Expenditures over \$3,500.00:
13. Mayor's Report:
14. Council/Council President's Reports:
15. Adjournment:

CITY OF MAPLE HEIGHTS COUNCIL MEETING
Via Video/Teleconference

May 19, 2021

7:00 p.m.

**ADDENDUM FOR THE
REGULAR MEETING OF COUNCIL
OF MAY 19, 2021 (2nd Amended)**

LEGISLATION:

RESOLUTION NO. 2021-51

**A RESOLUTION RECOGNIZING JUNE 2021 AS “LGBTQ PRIDE MONTH” IN
THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

Reading 1 (Trojanski)

ORDINANCE NO. 2021-53

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE POLICE CHIEF TO
MAKE APPLICATION FOR, AND ACCEPT, WITH MATCHING 25% FUNDS,
AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LAW
ENFORCEMENT EQUIPMENT (AO3) PROGRAM FOR THE PURCHASE AND
INSTALLATION OF TEN (10) DASHBOARD CAMERAS FOR A TOTAL
PROJECT AMOUNT OF \$20,000.00, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

RESOLUTION NO. 2021-33

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY:

A RESOLUTION DETERMINING THAT THE UNIMPROVED RESIDENTIAL LOT OWNED BY THE CITY ON GRANT AVENUE, PPN 781-05-030, IS NOT NEEDED FOR MUNICIPAL PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Land Reutilization Program, as established in Chapter 1226 of the City's Codified Ordinances, has acquired many unimproved residential lots deemed to be of value to adjacent homeowners and whose purchase of said lots would benefit residents of the immediate neighborhood; and

WHEREAS, Section 1226.02 of the City's Codified Ordinances requires that the Mayor and the Council first determine that the unimproved residential lots owned by the City are not needed for a municipal purpose prior to selling said lots; and

WHEREAS, the Mayor and Economic Development Director have determined that the following unimproved residential lot(s) owned by the City is not needed for a municipal purpose:

Grant Avenue PPN 781-05-030

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

Section 1. The following unimproved residential lot(s) owned by the City is not needed for a municipal purpose:

Grant Avenue PPN 781-05-030

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, safety and general welfare of the residents of the City, and to immediately allow the sale of this unimproved residential lot(s) to adjacent homeowners to improve the neighborhood 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

RESOLUTION NO.: 2021-34

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION ACCEPTING A FUNDING AWARD FROM THE CLEVELAND WATER DEPARTMENT SUBURBAN WATER MAIN RENEWAL (SWMR) PROJECT FUND AND DIRECTING THE CITY ENGINEER TO PREPARE PLANS, BID SPECIFICATIONS AND COST ESTIMATES FOR THE LIBBY ROAD WATERMAIN REPLACEMENT PROJECT, FROM BROADWAY AVENUE TO LEE ROAD, AND TO PROVIDE THE ADVERTISING FOR BIDDING SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Maple Heights, upon application of the City Engineer, was awarded a grant in the amount of Four Hundred Seventy-Five Thousand Four Hundred Forty-Eight Dollars and Zero Cents (\$475,448.00) for the Libby Road Watermain Replacement Project from Broadway Avenue to Lee Road ("the Project"); and

WHEREAS, the Cleveland Water Department requires that the City confirm that it accepts the funds and intends to complete the Project in a timely manner; and

WHEREAS, the Mayor and Engineer have recommended to Council that the City accept the funds and that the Engineer immediately begin the planning and design, bid specifications and cost estimates so that the Project, and advertising for bidding said Project, shall be completed in a timely manner.

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 and/or Engineer is hereby authorized and directed to accept the SWMR funding award from the Cleveland Water Department and is hereby authorized to sign and file all necessary documents and contracts to facilitate and/or administer this award.

Section 2. The Engineer is authorized and directed to prepare plans, bid specifications and cost estimates for the Libby Road Watermain Replacement Project, from Broadway Avenue to Lee Road, and to provide the advertising for bidding said Project so that the City will complete the Project in a timely manner pursuant to the terms of the award.

Section 3. Council of the City of Maple Heights hereby authorizes the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution.

Section 4. 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 5. This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and so that the Project can be completed in the time specified for the award 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2021-38

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE ADOPTING THE ALTERNATIVE TAX BUDGET INFORMATION OF THE CITY OF MAPLE HEIGHTS, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022; SUBMITTING THE SAME TO THE BUDGET COMMISSION OF CUYAHOGA COUNTY; AND DECLARING AN EMERGENCY.

WHEREAS, on October 11, 2002, the Cuyahoga County Budget Commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (including schools) to adopt a Tax Budget as provided under O.R.C. Section 5705.281, but instead requires the filing of Alternative Tax Budget Information on an annual basis; and

WHEREAS, the Alternative Tax Budget Information for the City of Maple Heights, Ohio for the fiscal year beginning January 1, 2022 has been prepared and presented to the Council; and

WHEREAS, after due consideration, Council deems it advisable in the interest of the Municipality to adopt the Alternative Tax Budget Information.

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

Section 1. The Alternative Tax Budget Information of the City of Maple Heights, Ohio for the fiscal year beginning January 1, 2022, heretofore prepared by the Mayor and Director of Finance and submitted to this Council, copies of which are on file in the offices of the Director of Finance and Clerk of Council, is hereby adopted as the official Alternative Tax Budget Information of the City of Maple Heights, Ohio, for the fiscal year beginning January 1, 2022.

Section 2. The Finance Director is authorized and directed to promptly certify a copy of said Alternative Tax Budget Information and a copy of this Ordinance and transmit the same to the Budget Commission of Cuyahoga County, Ohio.

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 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 Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to comply with all State, County and Local requirements concerning tax budgets, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

RESOLUTION NO.: 2021-45

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND IF AWARDED TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY DIVISION OF SENIOR AND ADULT SERVICES FOR COMMUNITY SOCIAL SERVICES PROGRAM SERVICES FOR THE CITY OF MAPLE HEIGHTS FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, should Dr. Richard Jones, Director of the Cuyahoga County Division of Senior and Adult Services recommend an award be made to the City of Maple Heights and other providers for Community Social Service Program Services; and

WHEREAS, the Cuyahoga County Division of Senior and Adult Services will approve awards for congregate meals and transportation services for the period of January 1, 2022 through December 31, 2023; and

WHEREAS, the City of Maple Heights desires to continue to provide congregate meals and transportation services to eligible participants.

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 apply for and if awarded to enter into a contract with the Cuyahoga County Division of Senior and Adult Services for Community Social Services Program Services for the period of January 1, 2022 through December 31, 2023.

Section 2. The Mayor is hereby authorized to provide additional information in support of this application and upon review by the Law Director to sign any required contract documents.

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 health and welfare of the residents of the City, and for the further reason that it is necessary to apply for this 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

RESOLUTION NO.: 2021-46

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SAFEUILT OHIO, LLC TO PROVIDE CONSULTING SERVICES IN CONNECTION WITH THE CITY'S BUILDING AND ZONING CODES, AND DECLARING AN EMERGENCY.

WHEREAS, Safeuilt Ohio, LLC currently provides the City with professional consulting services in connection with the City's Building and Zoning Codes through an agreement which expires on May 31, 2021; and

WHEREAS, Safeuilt Ohio, LLC and the City wish to renew their agreement for another sixty (60) months, effective June 1, 2021, with either party having the right to terminate the agreement, or any part of the agreement, upon ninety (90) days written notice without penalty or additional cost.

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 sixty (60) month Agreement, effective June 1, 2021, with Safeuilt Ohio, LLC to provide the City with professional consulting services in connection with the City's Building and Zoning Codes, with either party having the right to terminate the Agreement, or any part of the Agreement, upon ninety (90) days written notice, without penalty or additional cost. A copy of the Agreement is available in the office of the Director of Economic Development and 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 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 the current agreement expires May 31, 2021, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MAPLE HEIGHTS, OHIO
AND SAFEbuilt OHIO, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Maple Heights, Ohio, ("Municipality") and SAFEbuilt Ohio, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

The term of this Agreement shall be sixty (60) months, effective May 01, 2021. Agreement may be extended for three (3) additional twelve (12) month periods by written amendment or mutual agreement of both Parties.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific

employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Annette M. Blackwell, Mayor City of Maple Heights 5353 Lee Road Maple Heights, Ohio 44137 Email: ablackwell@mapleheightsohio.com	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Ohio, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Ohio, LLC

Date

Signature
City of Maple Heights, Ohio

Date

Name and Title
City of Maple Heights, Ohio

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Customer Service

- ✓ Provide consistent and responsive customer service
- ✓ Be available, by phone, fax or email to provide customer service and respond to requests for information from residents, contractors and developers as needed
- ✓ Assemble and distribute informational materials and forms for the general public as needed

Chief Building Official Responsibilities

- ✓ Manage and help administer the department and report to the Mayor or the Mayor's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Work closely with your other departments to coordinate efforts and make sure we are acting as a seamless extension of your own staff
- ✓ Fulfill all duties under the direction of and as designated by the Mayor
- ✓ Aid and assist Council members and department heads in resolving questions and concerns relating to Building Department Services under this agreement
- ✓ Provide information, education, and recommendations to the public on how to obtain and maintain building code compliance
- ✓ Issue "Stop Work" orders for work done without a permit and nonconforming activities
- ✓ Review files for buildings being completed and issue Licenses of Occupancy where applicable
- ✓ Meet with applicants for pre-submittal courtesy reviews
- ✓ Work in unison with the City Fire Department to ensure compliance with any applicable Fire Code and to be certain that all commercial and multi-family residential structures have been properly inspected prior to issuing a Certificate of Occupancy
- ✓ Provide direction and supervisory support to all Building Department personnel
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Fulfill all the duties and legal requirements set forth by State of Ohio Building Codes and the Maple Heights Codified Ordinances
- ✓ Oversee qualified and certified personnel to perform inspections, plan review, and Building Code Official duties as required by the State of Ohio

Building Official Meeting Responsibilities

- ✓ Facilitate and assist the Planning and Zoning Commission and Architectural Board of review for the City
- ✓ Chief Building Official or qualified designee shall attend the following City meetings:
 - Planning and Zoning Commission (includes Architectural Board of Review- 2 evening meetings per month maximum)
 - Staff meetings (6 per year)
 - Council Meetings as requested and mutually agreed upon

Building Official On-Site Office Hours

- ✓ Provide on-site presence at City Hall as required by the level of building activity in order to provide all services and service levels required by the State of Ohio Board of Building Standards and the high level of service provided by SAFEbuilt to Maple Heights

Building Official Code Interpretation/Adoption Responsibilities

- ✓ Provide advice, education and support to the City Council and department heads regarding code interpretations and adoptions
- ✓ Interpret and decide all building codes questions within the Building Department
- ✓ Work with inspectors on first inspection and second inspection correction lists. Items listed on the first inspection will be adhered to and any corrections added during the second inspection that are not life or safety corrections must be approved by the Building Official
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
- ✓ Work with staff and stakeholders to help ensure all parties work as a collective team
- ✓ Facilitate initial work session with the governing board to discuss significant code changes to determine amendment options
- ✓ Work with City staff to establish committees the typically include a cross section of stakeholders to research code changes and determine the need for local amendments
- ✓ Present final adoption package to City Council

Reporting Services

- ✓ Develop a reporting schedule and format that meets your needs
- ✓ Provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.
- ✓ Review monthly reports and assist in preparing the annual report for work performed and fees collected among other activities, in acceptable City format

Building, Plumbing, Mechanical and Electrical Inspection Services

Our inspection staff recognize that an educational, informative approach is the most effective way to improve the customer's experience.

- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Read blueprints for onsite inspections
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from citizens and contractors in reference to code and field inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and/or documentation of inspections completed

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Commercial plans will be reviewed by a qualified Master Plans Examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process

- ✓ Work with other departments on the concurrent review process
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using State certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Provide ongoing support including review of all plans/plan revisions

Rental Housing Services

Many communities have rental inspection ordinances or requirements designed to meet housing quality standards and help protect tenants from harm. As permitted and approved, we personalize rental inspection programs to help communities identify and address potential safety hazards using the International Property Maintenance Code and applicable local ordinances and housing quality standards as our guides. In short, we will help manage the rental program in addition to providing exterior rental inspections.

- ✓ Provide all scheduling and tracking of the Rental Program Ordinances
- ✓ Inspect the exterior of dwellings, dwelling units, and property to ensure compliance with ordinance requirements
- ✓ Issue documentation for dwellings, dwelling units, and properties found to be in compliance
- ✓ Suspend existing documentation for dwellings, dwelling units, and property found to be in violation of requirements
- ✓ Provide exterior rental inspection services as called for by ordinance or state law, whichever has jurisdiction
- ✓ Attend meetings as requested
- ✓ Answer questions over the phone
- ✓ Provide customer service for program, and provide on-going communication as needed
- ✓ Arrange and participate in public educational activities and customer service surveys

Planning/Zoning Consultation Service

Consultant shall provide planning and zoning consultation at the Municipalities office location during designated timeframes in addition to as-needed phone and email consultation services at the hourly rates listed in Exhibit B. As specific projects are requested by the Municipality; administration and pricing of specific projects will be provided at a by project and mutually agreed upon rate. Specific services may include:

- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Administration of zoning code
- ✓ Meetings with applicants
- ✓ Preparation of zoning code amendments

Emergency Response Services

Consultant will provide natural disaster emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. Consultant will post the structure with the appropriate placard and coordinate any disaster or emergency response with the appropriate local, state or federal agency. Consultant will track all hours and expenses for reimbursement from federal agencies if appropriate.

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality shall provide code enforcement and permit technician related services
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, computers, use of photocopier and fax machine

3. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement.

Deliverables			
ON-SITE BUILDING OFFICIAL HOURS	As-needed		
NEXT-DAY BUILDING & TRADE INSPECTIONS	Perform building, mechanical, plumbing and electrical inspections called in by 4:00 pm the next business day		
EXTERIOR RENTAL & OCCUPANCY INSPECTIONS	Performed as scheduled and needed – service provided 5 days a week. Initial Inspections performed within 5 business days after being requested and scheduled.		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:		
	<u>Project Type:</u> ✓ Single-family within ✓ Multi-family within ✓ Small commercial within (under \$2M in valuation) ✓ Large commercial within	<u>First Comments</u> 5 business days 10 business days 10 business days 15 business days	<u>Second Comments</u> 5 business days or less 5 business days or less 5 business days or less 10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service	Rate
Residential Plan Review	\$75.00 per hour – one (1) hour minimum
Commercial Plan Review	\$95.00 per hour – one (1) hour minimum
Review of Previously Approved Plans	\$95.00 per hour – one (1) hour minimum
Administrative/Computer Processing Fees	0% of Municipality Fee
Any Deposits or State Fees	0% of Municipality Fee
Contractor Registration Fees	0% of Municipality Fee
Board of Building Standards Fee	0% of Municipality Fee
Foreclosure Vacant Property Fees	0% of Municipality Fee
Residential New Construction Permit Fees	72.5% of Municipality Fee
Residential License Occupancy Fees	72.5% of Municipality Fee
Residential Electrical, Fence, Gas, HVAC, Solar Panel, Paving/Sidewalk, Plumbing/Combination, Plumbing, Roofing, Sign, Swimming Pool, Utility/Tool Shed Permit Fees	72.5% of Municipality Fee
Existing Residential Permit Fees	72.5% of Municipality Fee
Re-inspection Fees	72.5% of Municipality Fee
No Permit Fees	72.5% of Municipality Fee
Commercial Building Permit Fees	72.5% of Municipality Fee
Commercial License of Occupancy Fees	72.5% of Municipality Fee
Commercial Point of Sale Inspections	72.5% of Municipality Fee
Commercial Rental License Fees	72.5% of Municipality Fee
Commercial New or Existing Permit Fees	72.5% of Municipality Fee
Exterior Rental Inspections	72.5 % of Municipality Rental Inspection Fee
Code Enforcement Officer - Must be requested by Mayor in writing and mutually agreed upon by both Parties	\$55.00 per hour – four (4) hour minimum
Permit Technician - Must be requested by Mayor in writing and mutually agreed upon by both Parties – sixty (60) day notice to Consultant is required	\$45.00 per hour – two (2) hour minimum
Evening Meetings	First two (2) meeting each month at no charge; thereafter \$100.00 per hour – two (2) hour minimum
Court Testimony/Expert Witness	\$100 per hour – two (2) hour minimum
Planning/Zoning Consulting Service Rates – hourly fees are billed in fifteen (15) minute increments Service must be requested by Mayor in writing and mutually agreed upon by both Parties	
Planning Manager	\$175.00 per hour
Principal Planner	\$125.00 per hour
Senior Planner	\$115.00 per hour
Project Planner II	\$100.00 per hour

Project Planner I	\$ 92.00 per hour
Assistant Planner	\$ 80.00 per hour
Intern	\$ 40.00 per hour
1.	Travel time to meetings and time at meetings is billed on an hourly basis.
2.	Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging, and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented cost.

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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ORDINANCE NO.: 2021-47

INTRODUCED BY: Mayor Annette M. Blackwell

MOTUION FOR ADOPTION BY:

AN ORDINANCE REPEALING SECTION 240.13 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS WHICH CREATED A SPECIAL REVENUE FUND ENTITLED "HOUSING REINVESTMENT GRANT FUND", FUND NO. 291, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to **Ordinance No. 2020-98**, passed by Council on November 4, 2020, **Section 240.13** was adopted, and added to the Codified Ordinances of the City of Maple Heights, creating a special revenue fund entitled "Housing Reinvestment Grant Fund", Fund No. 291, subject to the approval of the Auditor of the State of Ohio; and

WHEREAS, the Auditor of the State of Ohio has notified the Finance Director that it will not approve a special revenue fund entitled "Housing Reinvestment Grant Fund", Fund No. 291, to provide property maintenance grants to residents who own and occupy homes in the City and who have limited incomes to assist them in maintaining and improving their homes by providing funding for maintenance, repair or replacement of roofs, gutters, downspouts, siding, windows, doors, step units, porches, garages, chimneys, foundations, driveways, and sidewalks and such other projects as allowed by the grant rules.

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

Section 1. **Section 240.13** is hereby repealed, and deleted from, the Codified Ordinances of the City of Maple Heights, as follows:

~~"240.13 HOUSING REINVESTMENT GRANT FUND~~

~~—— (a) — There is hereby created under Ohio R.C. 5705.12, and subject to the approval of the Auditor of the State of Ohio, a Housing Reinvestment Grant Fund, designated as Fund No. 291. Such Fund shall be used to provide property maintenance grants to residents who own and occupy homes in the City and who have limited incomes, as determined by grant rules, to assist them in maintaining and improving their homes by providing funding for maintenance, repair or replacement of roofs, gutters, downspouts, siding, windows, doors, step units, porches, garages, chimneys, foundations, driveways, and sidewalks and such other projects as allowed by the grant rules.~~

~~—— (b) The Director of Finance is hereby authorized and directed to deposit Fifty percent (50%) of all monies the City receives from the Maple Heights Home Ownership Program proceeds for calendar year 2020, and all subsequent years, into the Housing Reinvestment Grant Fund, Fund. No. 291.~~

Section 2. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the publisher of the Codified Ordinances of the City for immediate deletion

of Section 240.13 in the current print and electronic editions of the City's Codified Ordinances.

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 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 Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that the City's ordinances must be timely updated, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO.: 2021- 48

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AMENDING AND RE-STATING SECTION 1298.28(A)(5) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING PERMITTING TYPE B FAMILY DAY CARE HOMES IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5104.054, effective January 1, 2014, prohibits municipalities from requiring providers of Type B family day care homes to obtain conditional use permits to operate in residential districts; and

WHEREAS, **Section 1298.28(A)(5)** of the City's Codified Ordinances conflicts with R.C. 5104.054, in that its definition of a Type B family day care home would prohibit such Type B homes in the City's residential districts without provider's first obtaining a conditional use permit as a Home Occupation under **Sect. 1298.22**.

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

Section 1. **Section 1298.28(A)(5)** of the City's Codified Ordinances is hereby amended and re-stated to read as follows, with additions being underlined:

"5. Type-B family day care home" and "Type-B home" mean a permanent residence of the provider in which child care is provided for one (1) to six (6) children at one (1) time and in which no more than three (3) children are under two (2) years of age at one (1) time. In counting children for the purposes of this division, any children under six (6) years of age who are related to the provider and who are on the premises of the Type-B home shall be counted. Any Type B family day care home, whether licensed or not licensed by the Director of Jobs and Family Services, shall be considered to be a residential use of property and shall be a permitted use in all zoning districts in which residential uses are permitted. No conditional use permit or any other special exception certification for any such Type B family day care home, including a conditional permit as a Home Occupation under **Sec. 1298.22**, shall be required."

Section 2. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the publisher of the Codified Ordinances of the City for immediate inclusion of **Amended Section 1298.28(A)(5)** in the current print and electronic editions of the City's Codified Ordinances.

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 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 Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that the requirements for Type B homes must be timely updated, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO.: 2021-49

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AMENDING AND RE-STATING SECTIONS 1442.03(g)(2) and 1442.04(d) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING FEE SCHEDULES FOR RESIDENTIAL AND COMMERCIAL RENTAL REGISTRATION AND LICENSES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to **Ordinance No. 2018-18, As Amended**, passed on December 18, 2019, Council set forth new fee schedules in **Section 1486.02** of the Codified Ordinances for residential and commercial rental registration and licenses, which fee schedules conflict with fee schedules previously set forth in **Sections 1442.03(g)(2) and 1442.04(d)**; and

WHEREAS, it is necessary to resolve the conflict and refer readers of the Code to **Section 1486.02** for the current fee schedule for residential and commercial rental registration and licenses;

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

Section 1. **Section 1442.03(g)(2)** of the City's Codified Ordinances is hereby amended and re-stated to read as follows, with additions being underlined and deletions struck through:

"1442.03(g)(2) Tenant rental registration and license 1,2,3 dwelling. Refer to Sect. 1486.02 for Fee Schedule. ~~Must be obtained by the owner after required POS or rental inspection and BEFORE tenant occupies the building.~~

~~—— A. First rental unit: \$225.00~~

~~—— B. Second rental unit: \$175.00~~

~~—— C. Third rental unit: \$175.00~~

~~—— D. Administrative charge: \$10.00"~~

Section 2. **Section 1442.04(d)** of the City's Codified Ordinances is hereby amended and re-stated to read as follows, with additions being underlined and deletions struck through:

"1442.04(d) Commercial Rental Licenses: Business, Apartments, Retail. Rental registration and license. Refer to Sect. 1486.02 for Fee Schedule. ~~Must be obtained by the~~

~~owner after required POS or rental inspection and before tenant occupies the building. Ch. 1486, 1487.~~

~~— (1) Non-residential: rental registration:~~

~~— A. Owner occupied doing business: \$150.00~~

~~— B. Rented or leased first unit: \$325.00~~

~~— C. Each additional leased or rented unit: \$325.00~~

~~— D. Administrative charge: \$10.00~~

~~— (2) Apartments: rental registration:~~

~~— A. First rental unit in the building: \$225.00~~

~~— B. Each additional rental unit: \$175.00~~

~~— C. Administrative charge: \$10.00"~~

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the publisher of the Codified Ordinances of the City for immediate inclusion of **Amended Sections 1442.03(g) (2) and 1442.04(d)** in the current print and electronic editions of the City's Codified Ordinances.

Section 4. 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 5. This Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that fee schedules must be timely updated, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2021-50

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

AN ORDINANCE AMENDING AND RESTATING THE AUTHORIZED PAY SCHEDULE FOR NON-BARGAINING UNIT CITY EMPLOYEES FOR 2021, AND DECLARING AN EMERGENCY.

WHEREAS, the Finance Director has recommended that the positions of Accountant, Financial Analyst, Human Resources Coordinator and Seasonal Laborer be added to the 2021 Authorized Pay Schedule for non-bargaining unit employees set forth in **Ordinance No. 2021-11**.

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 amends and re-states **Ordinance No. 2021-11** and authorizes the following Pay Schedule for non-bargaining unit employees, effective January 1, 2021, with the addition of the positions of Accountant, Financial Analyst, Human Resources Coordinator and Seasonal Laborer:

Safety Director	\$15,000.00
Building Inspector	\$29,000 to \$41,200
Building Inspector (Certified)	\$45,000 to \$61,800
Chief (Fire)	\$89,000 to \$113,300
Chief (Police)	\$89,000 to \$113,300
Council Clerk	\$44,000 to \$61,800
Director (Economic Development)	\$50,000 to \$82,400
Director (Finance)	\$70,000 to \$92,700
Director (Finance, Assistant)	\$50,000 to \$71,200
Director (Human Services)	\$50,000 to \$82,400
Director (Law)	\$89,000 to \$113,300
Director (Law, Assistant)	\$35,000 to \$51,500

Director (Service)	\$65,000 to \$87,550
Administrative Assistant	\$30,000 to \$61,800
Office Manager	\$30,000 to \$61,800
Executive Assistant	\$40,000 to \$61,800
Payroll Coordinator	\$30,000 to \$46,350
Purchasing Agent	\$40,000 to \$61,800
Accountant	\$30,000 to \$61,800
Financial Analyst	\$30,000 to \$61,800
Animal Warden	\$12 to \$20.60 per hr.
Housing Manager	\$45,000 to \$61,800
Code Enforcement Officer	\$30,000 to \$56,650
Maintenance Worker	\$14 to \$22.66 per hr.
Janitor	\$10 to \$13.39 per hr.
Mayor's Court Administrator	\$35,000 to \$51,500
Auxiliary Police Officers:	
Officer	\$8.80 to \$9.79 per hr.
Corporal	\$10 to \$11.33 per hr.
Sergeant	\$10.25 to \$11.85 per hr.
Lieutenant	\$10.50 to \$12.36 per hr.
Captain	\$11.50 to \$12.88 per hr.
Data Entry (Records)	\$15.00 to \$20.60 per hr.
Special Police Officer	\$18.00 to \$30.90 per hr.

Recreation Programs Coordinator	\$11 to \$13.39 per hr.
School Crossing Guard	\$9 to \$10.30 per hr.
Van Driver	\$11 to \$13.39 per hr.
Transportation Coordinator	\$12 to \$15.45 per hr.
Human Services Coordinator	\$30,000 to \$51,500
Food Service Coordinator	\$10 to \$14.52 per hr.
Food Service Aide	\$8.80 to \$10.30 per hr.
Foreman	\$50,000 to \$72,100
Seasonal Laborer	\$8.80 to \$16.00 per hr.
Human Resources Coordinator	\$30,000 to \$61,800
Paralegal	\$30,000 to \$61,800

Section 2. Ordinance No. 2021-11 is hereby repealed.

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 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 Ordinance constitutes an emergency measure necessary for the public safety, health and welfare and for the further reason that the new position added to the Pay Schedule is established 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

RESOLUTION NO.: 2021-51

INTRODUCED BY: Councilman Richard Trojanski

MOTION FOR ADOPTION BY:

CO-SPONSORED BY:

**A RESOLUTION RECOGNIZING JUNE 2021 AS “LGBTQ PRIDE MONTH”
IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Maple Heights cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all persons are welcome in the City of Maple Heights to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City of Maple Heights denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City of Maple Heights appreciates the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love; and

WHEREAS, the Rainbow Flag, also known as the LGBTQ+ Pride Flag or Gay Pride Flag, has been used since the 1970s as a symbol of LGBTQ+ pride and social movements; and

WHEREAS, flying the Rainbow Flag throughout the month of June further symbolizes the recognition of June as LGBTQ+ Pride month, and encourages the celebration and support for the LGBTQ+ community.

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

Section 1. Council of the City of Maple Heights hereby declares June 2021 as LGBTQ Pride Month in the City of Maple Heights.

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 to support the LGBTQ+ community 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to Legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2021-53

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AUTHORIZING THE MAYOR AND POLICE CHIEF TO MAKE APPLICATION FOR, AND ACCEPT, WITH MATCHING 25% FUNDS, AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT- LAW ENFORCEMENT EQUIPMENT (AO3) PROGRAM FOR THE PURCHASE AND INSTALLATION OF TEN (10) DASHBOARD CAMERAS FOR A TOTAL PROJECT AMOUNT OF \$20,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Office of Criminal Justice Services, a division of the Ohio Department of Public Safety administers millions of dollars in state and federal criminal justice funding each year and for FY 2021 has been designated by Governor DeWine to administer the Edward Byrne Memorial Justice Assistance Grant (JAG) which funds projects that reduce crime, increase public safety and support crime reporting; and

WHEREAS, the JAG Law Enforcement Equipment (AO3) Program goal is to procure equipment, computer technology, and other materials directly related to law enforcement functions, with federal funding provided for 75% of the project and a local match of 25% required; and

WHEREAS, the Mayor and Police Chief desire to apply for a JAG Law Enforcement Equipment (AO3) Program Grant for the purchase and installation of ten (10) dashboard cameras for a total project amount of Twenty Thousand Dollars and No Cents (\$20,000.00), with a local cash match of Five Thousand Dollars and No Cents (\$5,000.00) to be paid by the City if the grant is awarded.

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 Police Chief to apply for and accept a JAG Law Enforcement Equipment (AO3) Program grant for the purchase and installation of ten (10) dashboard cameras for total project amount of Twenty Thousand Dollars and No Cents (\$20,000.00), and the Finance Director is authorized to pay the local cash match of Five Thousand Dollars and No Cents (\$5,000.00) if the grant is awarded.

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 Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to meet the grant application deadline of June 2, 2021, 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: _____, 2021

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

City of Maple Heights
 Council Expenditures over \$3,500.00
 Wednesday, May 19, 2021

Date Requested	APPROVAL NUMBER	Requested By	Fund/Dept. Account	Fund	Department	Account Name	Beginning Overall "Professional Services/ Other" Budget	Department Cost	Remaining Overall "Professional Services/ Other" Budget Balance	VENDOR	ITEM and DESCRIPTION	Addt'l \$ Needed	Transfer from Budget Acct
05/13/21	2021-031	Service Director	100.7160.55079	General	Lands & Buildings	Traffic Signal Repairs	\$570,591.41	\$9,705.00	\$560,886.41	Signal Service Co.	Installation of Temporary Wooden Pole w/Span Wire Mounting Signals at Dunham & Rochelle		
								\$9,705.00					

GRAND TOTAL	\$9,705.00
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05/12/21	2021-030	Fire Chief	252.1200.55072	Ambulance Billing	Fire	Vehicle Repairs	\$189,294.86	\$6,041.20	\$183,253.66	Countryside Truck Service, Inc.	Approved by Council President Ron Jackson 5/14/21
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All Approved
 YES
 NO

Pull Out #
 Additions #

Pull Out #
 Additions #

Pull Out #
 Additions #

Council President



(THIS IS NOT A PURCHASE ORDER)

Council Approval
2021-031

Department of Administrative Services
Purchasing Division

Date: May 13, 2021

Suggested Supplier: Signal Service Company

Ship To: 5353 Lee Rd

Address: 4341 Cranwood Pkwy

Maple Hts, OH 44137

Warrensville Hts. Oh 44128-4105

Telephone No.: 216-662-4820

[illegible]

Date Required:

Total Amount:	\$9,705.00
---------------	------------

Appropriation Code(s):

Requisition By:

April Ulee

100-7160-55079

Approved By:

Competitive Price Quotations:

Date Received by Purchasing Division:



Signal Service Company

CONTROLS
TRAFFIC SIGNALS
INSTALLATION AND
MAINTENANCE

Phone: (216) 662-4820/21
Fax: (216) 662-4823
Email: signal@signalservicecompany.net
4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

CITY OF MAPLE HEIGHTS
5353 LEE ROAD
MAPLE HEIGHTS, OHIO 44137

APRIL 8, 2021

QUOTE: MAP1--029--I

ATTN: ED HREN, ENGINEER

APPROVED _____ DECLINED _____

QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

DUNHAM RD & ROCHELLE RD

INSTALLATION OF TEMPORARY WOOD POLE WITH SPAN WIRE MOUNTING SIGNALS

REMOVAL OF NORTHBOUND MAST ARM AND UPRIGHT POLE

Date _____ PO# _____

Authorized Acceptance Signature _____

Above signed agrees to pay in full 30 days upon completion of work.

NOTE: Prices subject to change after 3 months.

"An Equal Opportunity Employer"


Complete Price Materials and Installation \$9,705.00

Complete Price Materials Only _____

Approximate Price _____

Sales Tax _____

Total \$9,705.00

Quoted By 

Expense Report
AS OF: 05/14/2021
YEAR: 2021

STARTING ACCOUNT: 100716052000
ENDING ACCOUNT: 100716059999

ACCOUNT NO./	ACCOUNT DESC/	BUDGET AMT/	Y-T-D EXP/	ENCUMBERANCE/	UNENC BALANCE
	SUPP. BUDGET	TRANS. BUDGET	PRIOR YR EXP	M-T-D EXP	
GENERAL FUND					

100-7160-52062	Office Supplies	1280.00	933.00	0.00	347.00
100-7160-52063	Operating Supplies	11000.00	3159.91	1968.24	5871.85
100-7160-52065	Paper	1220.00	139.96	660.04	420.00
100-7160-52066	Copy Machines	1850.00	893.94	893.94	62.12
100-7160-52150	Telephone	63800.00	29406.02	7641.31	26752.67
100-7160-52155	Electric	97000.00	30288.01	63731.99	2980.00
100-7160-52165	Gas	45000.00	23939.71	10260.29	10800.00
100-7160-52175	Water	12000.00	2743.80	6731.20	2525.00
100-7160-52185	Cable/Internet	5500.00	2048.72	3398.16	53.12
100-7160-55000	Other Administrative	15700.00	0.00	10282.00	5418.00
100-7160-55015	Professional Fees	3700.00	0.00	0.00	3700.00
100-7160-55017	Refunds/Reimbursements	150.00	98.49	0.00	51.51
100-7160-55066	Leases	9500.00	1060.47	0.00	8439.53
100-7160-55070	Equipment	64822.37	26478.53	321.47	38022.37
100-7160-55071	Maintenance	39950.00	29524.97	24093.04	13668.01
100-7160-55072	Vehicle Parts/ Repairs	1100.00	92.98	0.00	1007.02
100-7160-55079	Traffic Signal Repairs	29814.23	10145.20	4036.10	15632.93
100-7160-55082	Uniforms	750.00	366.79	233.21	150.00
100-7160-55900	IT Expenses	50000.00	12943.53	397.00	36659.47
100-7160-55902	Insurance	234826.50	52784.00	175243.00	6799.50
100-7160-57008	2019 CDBG- ELEVATOR	150000.00	0.00	0.00	150000.00
100-7160-57009	2020 CDBG- ELEVATOR	50000.00	1080.32	120.00	48799.68
100-7160-57010	2019 CDSG- SPRAY GROUND	13217.14	0.00	0.00	13217.14
100-7160-57012	NOPEC LIGHTING GRANT	11666.59	34606.00	0.00	77060.59
100-7160-57013	Lee/Libby Cost Share Pocket Park	24182.20	0.00	0.00	24182.20
100-7160-57014	OHIO CAPITAL BUDGET	48843.72	1536.00	0.00	47307.72
100-7160-57015	Ohio Development Services Agency (O	58000.00	0.00	0.00	58000.00
LANDS AND BUILDING					
TOTAL 7160		1144872.75	264270.35	310010.99	570591.41
TOTAL 100	GENERAL FUND	1144872.75	264270.35	310010.99	570591.41
TOTAL REPORT:					



Date: 5/12/2021

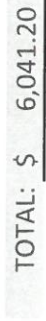
Ship To: Maple Hts. Fire Dept.
5520 Warr. Ctr. Rd.

Maple Hts., OH 44137

34-1895034

Council Approval
2021-030

date 5/14/21



Appropriation Code: 252120055072

Requisition By: Capt. R. Blacksmith

Approved By:

Purchasing Div.

2021-00470



COUNTRYSIDE TRUCK SERVICE, INC.

REMIT TO:
P.O. BOX 196
MONTVILLE, OH 44064
(440) 968-3505 / 1-800-544-9475

Estimate

5/11/2021	01-05-11-21

City of Maple Heights - Finance Dept 5353 Lee Road. Maple Heights Ohio 44137

PROJECT			
DESCRIPTION	QTY	COST	TOTAL
The following estimate is for Maple Heights Fire Department - Ref. Service and repairs required on Engine-2 / 2003 Pierce Pumper - Issues found during the vehicle scheduled preventative maintenance inspection			
Estimated labor charge to replace the dryrotted cracked engine drive belt	0.3	100.00	30.00
K80789 serpentine drive belt	1	59.80	59.80
Estimated labor charges to inspect brakes - found heat cracked rear brake rotors - pads still have 60-70% friction material remaining but also found large amounts of brake lining dust inside the rear drive inner wheels - may be due to poor grade of friction material which can cause over-heating - recommended repair includes removal and replace the rear brake rotors, up-grade brake pads to Fire Service Rated linings withe Kevlar heat resistant materials. Install new oil seals, clean and inspect wheel bearings and races, reassemble, adjust brakes, clean anchors and slides - inspect vehicle ABS sensors as the ABS warning light is currently activated. Power wash inner wheels to remove heavy concentrations of brake dust. Clean and lubricate slack adjuster pins	5.5	100.00	550.00
Fire Service Rated rear brake pad set	1	789.00	789.00
Meritor rear brake rotors	2	365.00	730.00
Wheel oil seals	2	56.90	113.80
Misc. top off gear oil, lubricant, brake wash & shop supplies	1	40.00	40.00
NOTE ABS sensor additional parts cost if required to replace faulty sensor - no additional labor			
Estimated labor charges to remove and replace the worn, broken front steer axle spring assemblies - *Rightt side has broken leaf / Install new spring assemblies, U-bolt sets - check front and rear spring eye pins for re-use - replace as needed	4.5	100.00	450.00
KSS- 156 Pierce front steer axle springs	2	475.00	950.00
U-bolt sets - 7/8 x 26A with flats and Hi nuts	4	25.00	100.00
TOTAL			

COUNTRYSIDE TRUCK SERVICE, INC.

REMIT TO:
P.O. BOX 196
MONTVILLE, OH 44064
(440) 968-3505 / 1-800-544-9475

City of Maple Heights - Finance Dept 5353 Lee Road Maple Heights Ohio 44137

Estimate

5/11/2021	01-05-11-21

PROJECT			
DESCRIPTION	QTY	COST	TOTAL
Kysor spring eye pins	6	21.00	126.00
Estimated labor charges to repair (2) large air leaks - Labor to remove and replace the oil soaked air dryer assembly with sticking purge valve	0.5	100.00	50.00
New air dryer	1	245.00	245.00
Estimated labor charges to repair air leaking from the apparatus pump transmission VPS shift unit - recondition with field service repair kit	1.5	100.00	150.00
HALE VPS Field Service repair kit	1	68.50	68.50
Estimated labor charges to diagnose departmental complaint of "Compartment Open" warning light on. Includes time to locate which compartment door or doors have failed sensors - remove and replace as needed - R-1 door noted as missing the magnet OEM Pierce Goritte door sensors with magnets / Includes shipping Misc. electrical	1	100.00	100.00
	1	221.00	221.00
	1	6.00	6.00
Estimated labor charges to replace the rotted off 110V electrical junction box hanging down on the right side of the fire body *Written up last PMI - Install new poly enclosure and secure Poly enclosure with fasteners	0.8	100.00	80.00
	1	15.00	15.00
Estimated labor charges to replace the failed engine oil pressure sending unit on the engine - Sender is leaking oil and dash gauge is not working at this time	0.2	100.00	20.00
OEM oil pressure sensor / Includes shipping	1	42.10	42.10
Estimated labor charges to replace the failed backing alarm ECCO 575DCB backing alarm	0.5	100.00	50.00
	1	56.00	56.00
Estimated labor charges to replace the broken top left ICC cab amber marker light lense - Cover currently held to gether with rubber bands - replace the burned out bulb	0.1	100.00	10.00
TOTAL			

COUNTRYSIDE TRUCK SERVICE, INC.

REMIT TO:
P.O. BOX 196
MONTVILLE, OH 44064
(440) 968-3505 / 1-800-544-9475

Estimate

5/11/2021	01-05-11-21

City of Maple Heights - Finance Dept 5353 Lee Road. Maple Heights Ohio 44137

				PROJECT
DESCRIPTION	QTY	COST	TOTAL	
Signal Stat amber lense cover - 1319A 194 bulb	1 1	28.00 1.05	28.00 1.05	
Estimated labor charges to diagnose non-working turn signals IN DASH ONLY Y- Indicator lights are steady-on and do not flash Would need to rewire current LED light heads to be able to reconnect the OEM flasher back into the system	1	100.00	100.00	
Estimated labor charges to replace the Fast-Idle relay in the electrical subpanel board - Relay was removed due to previous throttle control issues. - Would need to test system while driving and pumping to verify repairs and to check that throttle response in the cab stays normal due to potential electrical wiring issues Bosch 12VD relay	0.75	100.00	75.00	
Estimated labor charges to repair engine coolant leaking from the engine cooler valve handle - retighten packing	1	7.95	7.95	
Estimated labor charges to re-tighten loose interior door panels on the left side of the cab front and backs	0.1	100.00	10.00	
Estimated labor charges to raise the chassis for steam cleaning, power washing and degreasing of the engine compartment - pump house, chassis and tailboard - Descale frame rail rust jacking areas to remove rust concentrations - blow down - mask off for over spray- Seal coat frame rails sections and portions of body with Schafferts - ALL labor and ALL materials included	0.2	100.00	20.00	
Estimated labor charges to remove and replace (2) fractured rear fire body grab bar handles at the bottom HM- Straight grab bar handle stanchions	1	650.00	650.00	
	0.4	100.00	40.00	
	2	28.50	57.00	
*Additional items noted but NOT listed in above estimations *Auto-eject system not working *On-board Kussmaul charger has -0- out put *Q-siren brake is weak				
TOTAL				

COUNTRYSIDE TRUCK SERVICE, INC.

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PROJECT			
DESCRIPTION	QTY	COST	TOTAL
*Pump panel tach is not working *Front steer axle automatic brake slack adjuster pin bushings worn and have slop in them *Power steering pump and reservoir and damp with fluid residue *Ground light out underneath the pump operator panel *Slight valve seat water leak from the Tank-to-Pump and or the Tank-fill valves - constant leak into the pump *Diagnostics on the transmission retarder - Will need to be connected to see if system has been dis-abled *NOTE* This estimate shall be good for 30 days from the above estimate date - Estimate written by Jim Marsic - Thank you			
TOTAL			\$6,041.20

Expense ReportAS OF: 05/12/2021YEAR: 2021

STARTING ACCOUNT: 252120052000ENDING ACCOUNT: 252120059999

ACCOUNT NO. /	ACCOUNT DESC/	BUDGET AMT/	Y-T-D EXP/	ENCUMBRANCE/	UNENC BALANCE
252	AMBULANCE BILLING SERVICES				
	SUPP. BUDGET	TRANS. BUDGET	PRIOR YR EXP	M-T-D EXP	

1200	FIRE				
252-1200-52062	Office Supplies	4110.00	1048.52	91.44	2970.04
252-1200-52063	Operating Supplies	8000.00	2702.81	2447.00	2850.19
252-1200-52149	Cellphone	3900.00	1260.88	1239.12	1400.00
252-1200-52930	Petty Cash	150.00	132.01	0.00	17.99
252-1200-55005	Drug/Alcohol Screening	500.00	0.00	0.00	500.00
252-1200-55006	Ambulance Collection	2000.00	1350.54	0.00	649.46
252-1200-55015	Professional Fees	49011.79	39306.22	7792.30	1913.27
252-1200-55016	Legal Notices	210.00	0.00	0.00	210.00
252-1200-55020	Medical Supplies	3000.00	299.73	0.00	2700.27
252-1200-55059	Membership	4950.00	4635.00	315.00	0.00
252-1200-55066	Leases	58000.00	349.77	0.00	57650.23
252-1200-55067	Lease - Fire Truck	43571.53	0.00	0.00	43571.53
252-1200-55068	Vehicle Purchase	7000.00	0.00	0.00	7000.00
252-1200-55070	Equipment	10710.00	7960.15	665.84	2084.01
252-1200-55071	Maintenance & Repairs	28386.55	2570.60	3274.25	22541.70
252-1200-55072	Vehicle Parts/ Repairs	47000.00	10741.71	18253.72	18004.57
252-1200-55080	Gas/Fuel	20000.00	7363.32	7636.68	5000.00
252-1200-55082	Uniforms	18000.00	0.00	0.00	18000.00
252-1200-55090	IT Expenses	4208.40	4208.40	0.00	0.00
252-1200-55095	Outside Contractor	56591.60	21740.98	32619.02	2231.60
TOTAL 1200	FIRE	369299.87	105670.64	74334.37	189294.86
TOTAL 252	AMBULANCE BILLING SERVICES	369299.87	105670.64	74334.37	189294.86
TOTAL REPORT:		369299.87	105670.64	74334.37	189294.86