

Passed 6-0  
Adopted 9-11-20  
Eff. 10-11-2023

ORDINANCE NO.:

70-2023

SECOND READING

SPONSORED BY:

Co Sponsor

COUNCILMAN CLIFFORD KELLEY

All of Council

AN ORDINANCE AMENDING CHAPTER 351, *PARKING GENERALLY*, OF THE CODIFIED ORDINANCES OF THE CITY OF GARFIELD HEIGHTS

WHEREAS, Chapter 351, *Parking Generally*, of the Garfield Heights Codified Ordinances regulates all matters relating to parking within the City, and

WHEREAS, Council conducted a safety meeting to discuss updating the parking regulations with the City, and

WHEREAS, at this time, Council wishes to put forth the following changes.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio that:

SECTION 1. Section 351.15, *All Night Parking*, of the Codified Ordinances of the City of Garfield Heights, which currently reads:

**351.15 ALL NIGHT PARKING.**

(a) No person shall park a vehicle on any street between the hours of ~~3:00 a.m.~~ and 6:00 a.m. of any day, except physicians, priests, ministers and rabbis on emergency calls or other persons who have obtained a parking permit from the Police Department.

(b) Upon application of any person to the Police Department, a parking permit may be issued if in the opinion of the Police Department, the issuance of such permit would be reasonably necessary for the health, safety and welfare of the applicant and the community as a whole. Such permit shall be available at a cost of fifteen dollars (\$15.00) per tag and shall expire annually on ~~September 1~~. A thirty day grace period shall be given for renewals each ~~September~~, wherein application shall be reevaluated under existing regulations. The parking permit authorized herein shall be firmly affixed to and prominently displayed in the lower corner of the windshield on the driver's side of the vehicle so authorized.

(c) The Police Department is hereby authorized and directed to compile and maintain a record of permits issued and to compile regulations to act as a guide in the issuance of permits.

(d) Notwithstanding the provisions of subsections (a) to (c) hereof, no person shall stand or park a vehicle on any street, road or thoroughfare in the City continuously for a period exceeding twenty-four hours. Any vehicle found so parked in violation of this subsection shall be towed to a City auto storage pound.

Shall be amended to read as follows:

**351.15 ALL NIGHT PARKING.**

(a) No person shall park a vehicle on any street between the hours of 2:00 a.m. and 6:00 a.m. of any day, except physicians, priests, ministers and rabbis on emergency calls or other persons who have obtained a parking permit from the Police Department.

(b) Upon application of any person to the Police Department, a parking permit may be issued if in the opinion of the Police Department, the issuance of such permit would be reasonably necessary for the health, safety and welfare of the applicant and the community as a whole. Such permit shall be available at a cost of forty dollars (\$40.00) per tag and shall expire annually on January 1. A thirty day grace period shall be given for renewals each January, wherein application shall be reevaluated under existing regulations. The parking permit authorized herein shall be firmly affixed to and prominently displayed in the lower corner of the windshield on the driver's side of the vehicle so authorized.

(c) The Police Department is hereby authorized and directed to compile and maintain a record of permits issued and to compile regulations to act as a guide in the issuance of permits.

(d) Notwithstanding the provisions of subsections (a) to (c) hereof, no person shall stand or park a vehicle on any street, road or thoroughfare in the City continuously for a period exceeding twenty-four hours. Any vehicle found so parked in violation of this subsection shall be towed to a City auto storage pound.

SECTION 2. Section 351.99, *Penalty*, of the Codified Ordinances of the City of Garfield Heights, which currently reads:

**351.99 PENALTY.**

Whoever violates any provision of Chapter 351 except for Section 351.16 or as otherwise provided, may upon entering a plea of guilty, and further waiving the right of appeal and error, pay to the Clerk of Courts, or in the absence of the Clerk of Courts, to the Police Division, the sum of ~~twenty-five dollars (\$25.00)~~ within forty-eight hours of the violation, or the sum of ~~forty dollars (\$40.00)~~ within seventy-two hours of the violation, otherwise such violator shall be subject to the penalty provided in Section 303.99. Whoever violates any provision of Chapter 351, Section 351.04(f) and/or 351.04(g) relative to handicapped parking shall pay to the Clerk of Courts, or in absence of the Clerk of Courts, to the Police Division, the sum of one hundred and fifty dollars (\$150.00). Whoever displays a "special handicapped license plate" or "parking card" on a vehicle which is not being operated by, or for, the transport of a handicapped person, is in violation of 351.04(f), and shall pay to the Clerk of Courts, or in absence of the Clerk of Courts, to the Police Division, the sum of two hundred dollars (\$200.00).

Shall be amended to read as follows:

**351.99 PENALTY.**

Whoever violates any provision of Chapter 351 except for Section 351.16 or as otherwise provided, may upon entering a plea of guilty, and further waiving the right of appeal and error, pay to the Clerk of Courts, or in the absence of the Clerk of Courts, to the Police Division, the sum of forty dollars (\$50.00) within forty-eight hours of the violation, or the sum of seventy-five dollars (\$75.00) within seventy-two hours of the violation, otherwise such violator shall be subject to the penalty provided in Section 303.99. Whoever violates any provision of Chapter 351, Section 351.04(f) and/or 351.04(g) relative to handicapped parking shall pay to the Clerk of Courts, or in absence of the Clerk of Courts, to the Police Division, the sum of one hundred and fifty dollars (\$150.00). Whoever displays a "special handicapped license plate" or "parking card" on a vehicle which is not being operated by, or for, the transport of a handicapped person, is in violation of 351.04(f), and shall pay to the Clerk of Courts, or in absence of the Clerk of Courts, to the Police Division, the sum of two hundred dollars (\$200.00).

SECTION 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Mark A. B.C.

MAYOR

ATTEST: Lottie Cheeky

CLERK OF COUNCIL

Chel Dahr

PRESIDENT OF COUNCIL - Pro Temp

EFFECTIVE DATE: 10-11-2023

Passed 6-0  
Adopted 9-11-2023  
Eff: 9-11-2023

ORDINANCE NO. 75-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Co-Sponsor: Donahue, Collier, Johnson, Kelley, Tonsing

AN EMERGENCY ORDINANCE TO ESTABLISH A  
CREDIT CARD POLICY AND VENDOR LINES OF  
CREDIT FOR THE CITY OF GARFIELD HEIGHTS

WHEREAS, House Bill 312 (132 GA) requires political subdivisions to follow procedures for the use of credit card accounts, including adopting a policy, conducting a periodic review, and providing itemized receipts to the political subdivision., and

WHEREAS, the City of Garfield Heights utilizes bank-issued credit cards and vendor lines of credit, and

WHEREAS, the City does not have an ordinance or resolution approved by the legislative authority adopting a credit card and vendor lines of credit policy, and

WHEREAS, this City Council wishes to establish a credit card and vendor lines of credit policy through a formal ordinance.

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

SECTION 1. The Finance Director is hereby authorized and directed to adhere to the City's credit card and vendor lines of credit policy attached as Exhibit A.

SECTION 2. Council declares this Ordinance to be an emergency measure necessary for the public health, safety, and welfare therefore, this Ordinance shall be in full force and effective immediately upon the adoption by Council and approval by the Mayor, otherwise from and after the earliest period allow by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

Chet Dark  
PRESIDENT OF COUNCIL - PRO TEMP

ATTEST: Lotte Overly  
CLERK OF COUNCIL

EFFECTIVE DATE: 9-11-2023

## **CITY OF GARFIELD HEIGHTS CREDIT CARD USE AND VENDOR LINES OF CREDIT**

**Rev: 9/2023**

### **A. Purpose**

The purpose of this policy is to establish the procedure and protocol for the use of the City of Garfield Heights business credit cards and other vendor supplied lines of credit, in accordance with Ohio House Bill 312. In accordance with House Bill 312 the name of the City of Garfield Heights shall appear on any credit card and supplied lines of credit to be used by the City of Garfield Heights.

### **B. Definitions**

1. "Credit card account" shall include any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, or any other card account allowing the holder to purchase goods or services on credit or otherwise transact with the account. The term "credit card account" expressly excludes any procurement card account, gasoline, or any other card account where merchant category codes are in place as a system of control for the account's use. In other words, an account that can be used only to pay for certain types of goods or services.

### **C. Officers and Positions Authorized to have a City Credit Card**

- a. Mayor
- b. Finance Director

### **D. Officer and Positions authorized to utilize the City Credit Card**

- a. Law Director and Department Heads (Directors and Chiefs)
- b. Employees who are designated in writing by Department Heads

### **E. Types of Expenses for Which A Credit Card Account May Be Used**

A credit card opened by the City shall be used for only the following purposes:

- Meals as authorized by Codified Ordinance Section 141.20
- Gas and oil
- Repair and maintenance of City Assets (e.g. buildings, vehicles, tools, equipment, etc.)
- Professional development shall include classes, seminars, conferences and lodging
- Internet
- Telephone
- Software
- Workers' Compensation Premiums and related expenditures
- Benefits
- Supplies
- Purchased services
- Equipment/Capital

#### **F. Procedure for Opening New Credit Card Account**

In order to open a new credit card account a written request must be made to the Finance Director. The request shall be reviewed by the Finance Director and approved by the Finance Director. Once approved, the Finance Director shall open the account under the individual's name as the custodian of the account.

The name of the City shall appear on the Credit Card Account(s).

#### **G. Eligibility to Use Card**

The Finance Director shall identify those employees whose day-to-day responsibilities require access to a City credit card. Before receiving authorization to carry or use a City credit card, authorized employees must complete acknowledgement receipt of this policy.

#### **H. Procedure for Issuance of Card to Employee for Use**

The City will use a sign in and sign out policy where an employee authorized to use a credit card for allowable purposes shall sign a form checking out and checking in the credit card. The Form shall at a minimum document the following: the name of the employee, the card signed out, the purpose for the use of the card, the date the card was signed out, the time the card was signed in and signed out, and the signature of the employee the card was signed in. The applicable credit card shall be returned no later than the end of the business day.

Further, before the employee shall be allowed to sign out any credit card he/she shall be issued a copy of this policy and sign the acknowledgement form below.

#### **I. Procedure for Managing Credit Card Account**

The Finance Director shall retain day to day control over all credit cards. The credit card(s) shall be kept in the possession of the Finance Director and/or Mayor in a locked safe/box.

Any employees using the card shall sign the card out and return the card at a reasonable time — no later than close of business. The employee shall sign out the card and sign in the card once returned. Exceptions shall be made as deemed by the Finance Director, and documented in writing.

All credit cards shall be paid in full by the due date — to avoid interest charges.

**J. Maximum Amount of Credit**

The City shall have no more than ten thousand dollars (\$10,000.00) in available credit between all Credit Card Accounts open at any one time. With respect to the maximum amount that can be charged to a Credit Card by employees, Department Heads shall have a \$4,000.00 - \$5,000.00 limit and other employees have \$1,000.00. These limits can be adjusted if a request is made by a department head to the Finance Director and approved by the Finance Director.

Vendor lines of credit such as Amazon, Lowes or equivalent shall have no more than twenty (\$20,000.00) in available credit at any one time. These limits can be adjusted if a request is made by a department head to the Finance Director and approved by the Finance Director.

**K. Procedure for Re-issuing, Cancelling or Reporting Lost Cards**

Employees must surrender all City credit cards upon their separation of employment from the City or when requested by the Mayor or Finance Director.

In the event the card is lost or stolen, the cardholder must notify the Finance Director as soon as reasonably possible. The employee is to assist the Finance Director in identifying and resolving any charges made to the account.

An open Credit Card Account may be cancelled by the Mayor and Finance Director.

**L. Compliance Officer**

Because the credit cards are being maintained in the possession of the Finance Director, and issued using a sign-in and sign-out procedure the City is not utilizing a Compliance Officer designated by the Mayor. Should there be a time where the City issues credit cards to individual employees that are not signed-in and out each day, the City shall first name a Compliance Officer.

**M. Periodic Review of Cards/Authorization**

Generally, the City Council and the compliance officer, if one exists, must review the following at least quarterly: the number of cards issued, the number of active cards issued, and the cards expiration dates and credit limits.

**N. General Policy and Penalty for Misuse**

The City credit card is issued solely for the purpose of conducting City business and is not to be used for any personal expenses (including the use of Credit Card points). Personal and/or unauthorized usage of the City-credit card shall be immediate grounds for revocation of the credit card. The use of a credit card account for expenses beyond those authorized by the legislative authority and/or this policy constitutes misuse of a credit card account, that may result in discipline up to and including termination of employment. An officer or employee of the municipal corporation or a public servant as defined under section 2921.01 of the Revised Code who knowingly misuses a credit card account held by the municipal corporation violates section 2913.21 of the Revised Code. The use of a City credit card to purchase goods or services does not waive the City purchasing procedures.

## **O. Expense Itemization/Documentation**

The City recognizes that the credit card provides convenience to employees in acquiring goods and services for the City. The City also recognizes the additional risk inherent with credit card usage. Therefore, whenever a vendor will accept a City purchase order, a purchase order should be used in lieu of the City credit card.

For individual expenditures, the expense must fall within pre-approved budgets. Itemized receipts must be turned in to the Finance Director within two (2) business days. If an employee is out of town during the expenditure, signed receipts should be turned **in within** two (2) business days of returning to work.

The employee will be liable in person and upon any official bond the officer or employee has given to the political subdivision to reimburse the treasury the amount for which the officer or employee does not provide itemized receipts in accordance with the credit card and travel policy.

## **P. Disclosure of Credit Card Rewards**

The Finance Director shall file an annual report with the legislative authority detailing all rewards received based on the use of the municipal corporation's credit card account.

**CITY OF GARFIELD HEIGHTS CREDIT CARD USE AND VENDOR LINES OF CREDIT  
ACKNOWLEDGMENT**

*Your signature also acknowledges that you have received, reviewed and understand the City's Policy on City Credit Use and Vendor Supplied Lines of Credit. Improper use of a City Credit card can be considered misappropriation of City funds. This may result in disciplinary action up to and including termination of employment. Your signature below verifies that you have read the City policies and procedures and agree to comply with them as well as with the following responsibilities.*

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Employee Signature

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Finance Director Signature

---

Employee Printed Name

---

Finance Director Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Passed 6-0  
Eff. 9-11-2023  
Adopted - 9-11-2023

ORDINANCE NO.: 76-2023

SPONSORED BY:

Co Sponsor:

MAYOR MATTHEW A. BURKE

All of Council Present

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO MODIFY THE SCOPE AND FEE TO PROVIDE ENGINEERING, BIDDING AND CONSTRUCTION TASKS FOR THE CUY-ANTENUCCI BOULEVARD; PID113268, ANTENUCCI BOULEVARD REHABILITATION PROJECT, PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A".

WHEREAS, The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors has approved funding for the Antenucci Boulevard Rehabilitation Project as part of the NOACA State Fiscal Year 2021-2024 in the amount of \$500,000.00, and

WHEREAS, the project will receive \$288,000.00 in funding from ODOT safety funds, and

WHEREAS, the project will consist of rehabilitating Antenucci Boulevard from Transportation Boulevard to Turney Road including, but not limited to, resurfacing the road, repairing curbs and catch basins, removing deteriorated guardrails, and removing remnant intersections that previously connected to Antenucci, and

WHEREAS, this portion of the Antenucci Boulevard Rehabilitation Project to be completed by OHM Advisors requires a modification to scope and fee in the amount of \$38,500.00.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to modify the scope and fee shown in the current agreement with OHM Advisors, to provide the Engineering, Bidding, and Construction tasks for the CUY-Antenucci Boulevard; PID89259; Antenucci Boulevard Rehabilitation Project, pursuant to the agreement attached hereto as Exhibit "A", and authorizing the modification of costs not to exceed \$38,500.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

Chub Dahme  
PRESIDENT OF COUNCIL - pro Temp

ATTEST: Lottie Owerly EFFECTIVE DATE: 9-11-2023  
CLERK OF COUNCIL



## PROJECT FACT SHEET

**Name:** Antenucci Blvd Resurfacing

Limits:	PHASE LOCATION	FROM	TO	LENGTH
	Antenucci Blvd	Turney	Transportation	3,650 Lf

**Scope:** The purpose of this project is to improve the safety of Antenucci Blvd., resurface the roadway and update curb ramps to meet current ADA standards. Minor repairs to curb and walk. This will be an ODOT let project.

**Costs:**

\$ 930,500	Construction
\$ 141,570	Engineering & Design (\$103,070 Original + \$38,500 Fee Mod. = \$141,270)
<u>\$ 75,000</u>	Inspection & Testing
\$ 1,147,070	Total Estimated Project Cost

**Funding:**

\$ 500,000	Funding thru NOACA
\$ 288,000	Safety Funds thru NOACA
\$ 217,500	OPWC (0% Loan - As needed up to \$400,400)
<u>\$ 141,570</u>	City of Garfield Heights
\$ 1,147,070	Total Project Funding

**Schedule:**

Oct 2021 - Aug 2023	Engineering Design & Approvals
Nov 2023	Bid & Award
Apr 2024 - Sep 2024	Construction

**Other:** Local lane closures.



August 16, 2023

Mayor Matt Burke  
City of Garfield Heights  
5407 Turney Road  
Garfield Heights, OH 44125

**RE: CUY-Antenucci Boulevard, PID 113268**  
Scope and Fee Modification

Dear Mayor Burke:

This letter and its attachments constitute our modification request for providing additional design services for the CUY-Antenucci Boulevard Project. The additional design services were requested by the Ohio Department of Transportation (ODOT) and are in addition to the original Scope and Fee dated March 1, 2021.

Due to safety concerns of the large radius curb return at the northeast corner of the Transportation Boulevard / Antenucci Boulevard intersection, ODOT requested that the curb return radius be reduced, making it a tighter turn for vehicles. A tighter turn for the westbound to northbound right-turning vehicles will force slower speeds around the curb return; and will improve pedestrian safety by reducing the crosswalk length across Antenucci Boulevard and will significantly reduce the crosswalk length for pedestrians crossing Transportation Boulevard. See attached **Figures 1 & 2** for improvements to this curb return. The original Scope and Fee did not include effort for the additional survey and additional design work.

ODOT also requested that the existing Antenucci Boulevard pavement superelevation (pavement cross slope banking around the curves) for the two horizontal curves at the west end of the project be analyzed, to ensure that the pavement is properly superelevated for the posted speed. This engineering analysis determined that the superelevation does not meet current design standards, and additional warning signs were added to the plan. The original Scope and Fee did not include effort for this work.

During the design of the removal of the Carol Jean Boulevard intersection, ODOT recommended that the entire Carol Jean Boulevard / Conte Drive intersection pavement be reconstructed full depth. This is due to the need to open-cut the pavement in five locations (removal of existing storm laterals and construction of proposed storm sewer laterals). The numerous open pavement cuts would significantly reduce the integrity of the remaining pavement within the intersection, and the pavement will now be replaced. Similarly, due to removal of two existing storm laterals from the storm manhole, replacing two laterals, and adding a new lateral to the manhole, it was determined that the existing storm manhole would lose its structural integrity and needs to be replaced. Additionally, ODOT requested that the Dominion gas line in the Carol Jean intersection be located more precisely to determine if there would be a potential conflict with the storm sewer construction, to reduce the chance of a costly construction change order. This additional work determined that a catch basin needed to be relocated 5' to maintain a minimum 3' clearance to the gas line. The original Scope and Fee did not include effort for the additional survey and additional design work. See attached **Figures 3 & 4** for improvements to this intersection.

**OHM Advisors**

338 SOUTH MAIN STREET, SUITE 301  
AKRON, OHIO 44311

T 330.913.1080  
F 330.319.8691

OHM-Advisors.com



The plans, specifications, and cost estimate were originally developed utilizing the 2019 ODOT Construction and Materials Specifications, per the original project scope plan completion date of December 2022. The project development was pushed out five months due to the timing of OPWC funding; and the Final Tracings submittal date was moved from December 2022 to May 2023. Because of this delay, the plan development was required to follow the updated 2023 ODOT Construction and Materials Specifications (updated January 2023). The original Scope and Fee did not include effort for this work.

Due to the additional safety improvements included in the project at the three intersections (Transportation Boulevard curb return, Carol Jean Boulevard intersection removal, and Andover Boulevard intersection removal), this project qualified for ODOT Abbreviated Safety Funding. OHM assisted ODOT to submit a funding application. See **Figures 1 through 6**, which were used for the funding application to identify the safety improvements. The original Scope and Fee did not include effort for this work. **Please note that the project was awarded \$288,000 from this funding source.**

This fee modification includes the effort required to complete the additional engineering design, survey ODOT Spec Book updates, and Abbreviated Safety Funding application assistance through the Tracings submittal. The following is a description of the additional work required:

- **Transportation Boulevard Curb Return, Antenucci Boulevard Superelevation Analysis & Carol Jean Boulevard Additional Survey and Engineering Design**
  - The following design tasks were required for the Transportation Boulevard NE curb return intersection design revisions:
    - Roadway Plan sheet revisions included new work limits, proposed sidewalk, proposed curb, proposed curb ramps, revised pavement markings, and relocation of two pedestrian signals at the proposed curb ramp locations.
    - One additional Intersection Detail plan sheet included proposed curb ramp details and proposed sidewalk tie-in details.
    - One additional Maintenance of Traffic (MOT) Detail plan sheet was needed for Transportation Boulevard and revisions were required to the MOT general notes.
    - Additional revisions included quantity calculations, subsummaries, and cost estimate (e.g., MOT, earthwork, seeding & mulching, pavement, underdrain, curb, walk, and traffic control).
  - The following design tasks were required for the analysis of the existing superelevation on Antenucci Boulevard:
    - Engineering analysis was performed for the two horizontal curves' superelevation at the west end of the project per current ODOT Location & Design Manual design standards.
    - Warning signs were added to traffic control sheets and traffic control subsummary since the superelevation does not meet current design criteria.



- The following design tasks were required for the Carol Jean Boulevard / Conte Drive intersection due to ODOT's recommendation of full-depth pavement reconstruction for pavement integrity and manhole replacement due to the removal and construction of storm laterals within the Carol Jean/Conte intersection:
  - Roadway Plan and Intersection Details plan sheets were revised for full depth pavement and curb replacement.
  - Roadway Plan, Intersection Details, and Storm Sewer Profiles were revised for the storm manhole replacement.
  - Additional revisions included the Stage 2/3 quantity calculations, subsummaries, and cost estimate (e.g., earthwork, full-depth pavement, curb, manhole).

The fee for the additional engineering work is \$26,500.

- **Additional Survey at Transportation Boulevard and Carol Jean Boulevard**
  - Additional surveying tasks included topographic and utility survey within the extended work limits at the Transportation Boulevard intersection NE curb return, setting benchmarks at three locations, and updating the CAD survey basemaps for design. Existing curb ramps were surveyed and documented in an ADA curb ramp report.
  - An additional utility survey at the Carol Jean Boulevard intersection determined the precise location of the Dominion gas line and potential conflict with the proposed storm sewer.

The fee for this work is \$5,700.

- **2023 ODOT Spec Book Updates**
  - Because of the delay in filing Tracing due to the timing of OPWC funding, the plan development was required to follow the updated 2023 ODOT Construction and Materials Specifications (updated January 2023). Plan revisions were required and carried through to the Subsummaries, General Summary, and Cost Estimates.

The fee for this work is \$4,100.

- **ODOT Safety Funding Application Assistance**
  - OHM assisted ODOT with the Abbreviated Safety Funding Application due to the additional safety improvements included in the project at the three intersections (Transportation Boulevard curb return, Carol Jean Boulevard intersection removal, and Andover Boulevard intersection removal). The funding application was submitted on December 31, 2022. The project was awarded \$288,000 from this funding source.

The fee for this work is \$2,200.

#### **OHM Advisors**

388 SOUTH MAIN STREET, SUITE 301  
AKRON, OHIO 44311

T 330.913.1080  
F 330.319.8691

OHM-Advisors.com



The total requested fee modification to complete the additional engineering design, survey, ODOT Spec Book updates, and Abbreviated Safety Funding application assistance listed above is **\$38,500**.

Please review this proposal and contact me with any questions and/or comments. Thank you for your consideration of OHM Advisors.

Sincerely,  
OHM Advisors

Ruth Klee

Ruth Klee, PE  
Project Manager  
Ruth.Klee@ohm-advisors.com  
D: 330.913.1060

David G. Krock

David G. Krock, PE  
Vice President  
David.Krock@ohm-advisors.com

Authorization to Proceed:

Matthew A. Bl

Name

Mayor

Title

9-11-2023

Date

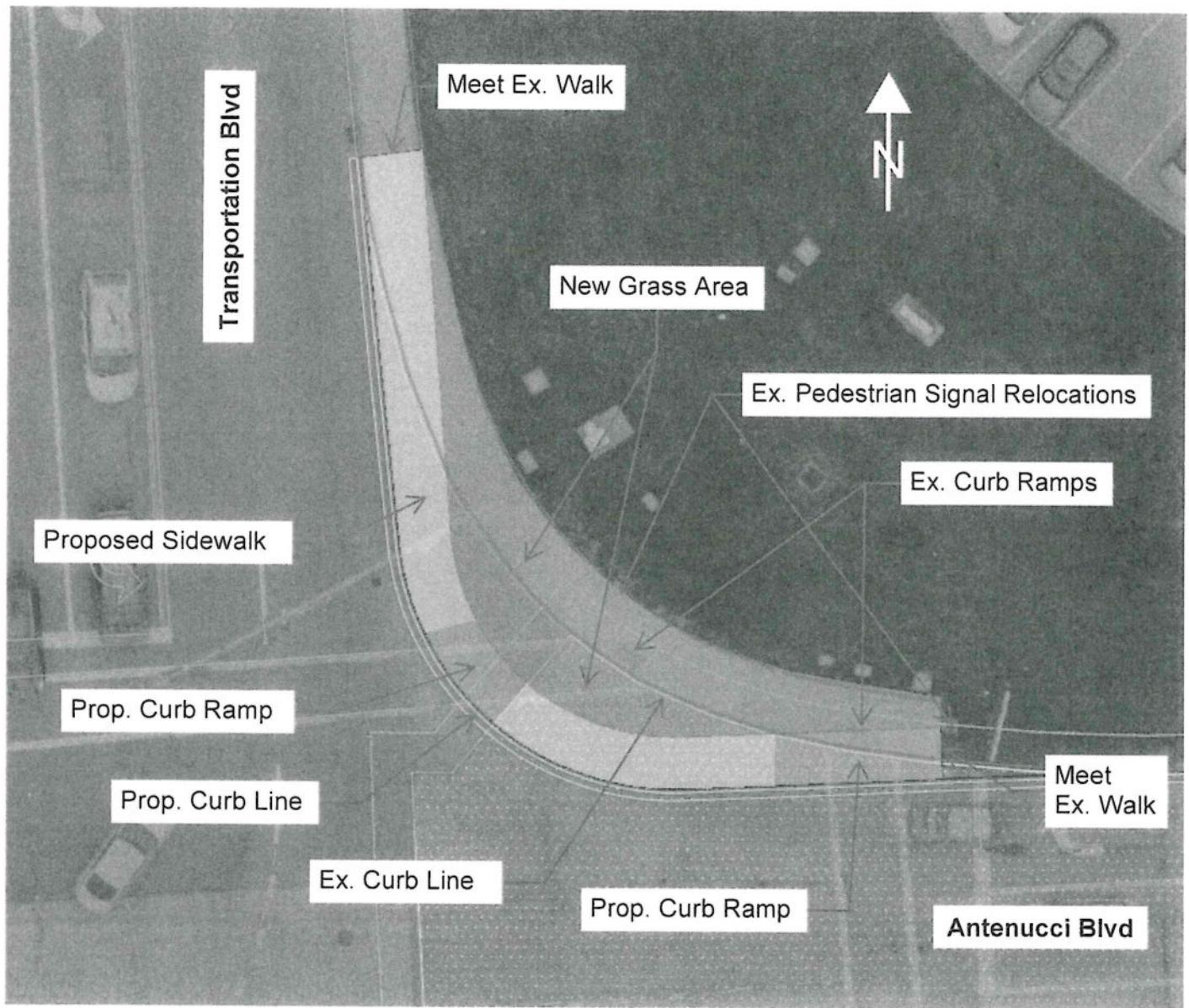
Encl: as noted

**OHM Advisors**

388 SOUTH MAIN STREET, SUITE 301  
AKRON, OHIO 44311

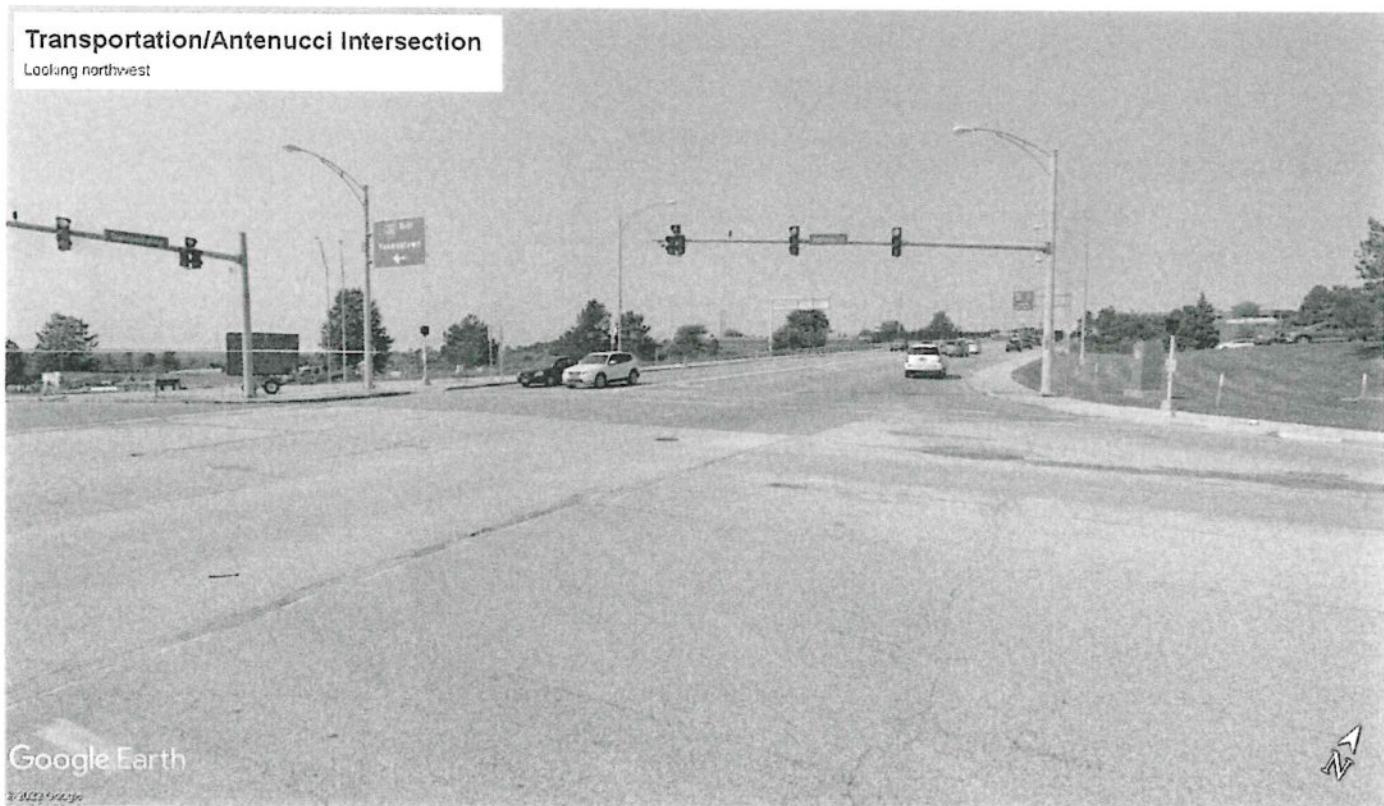
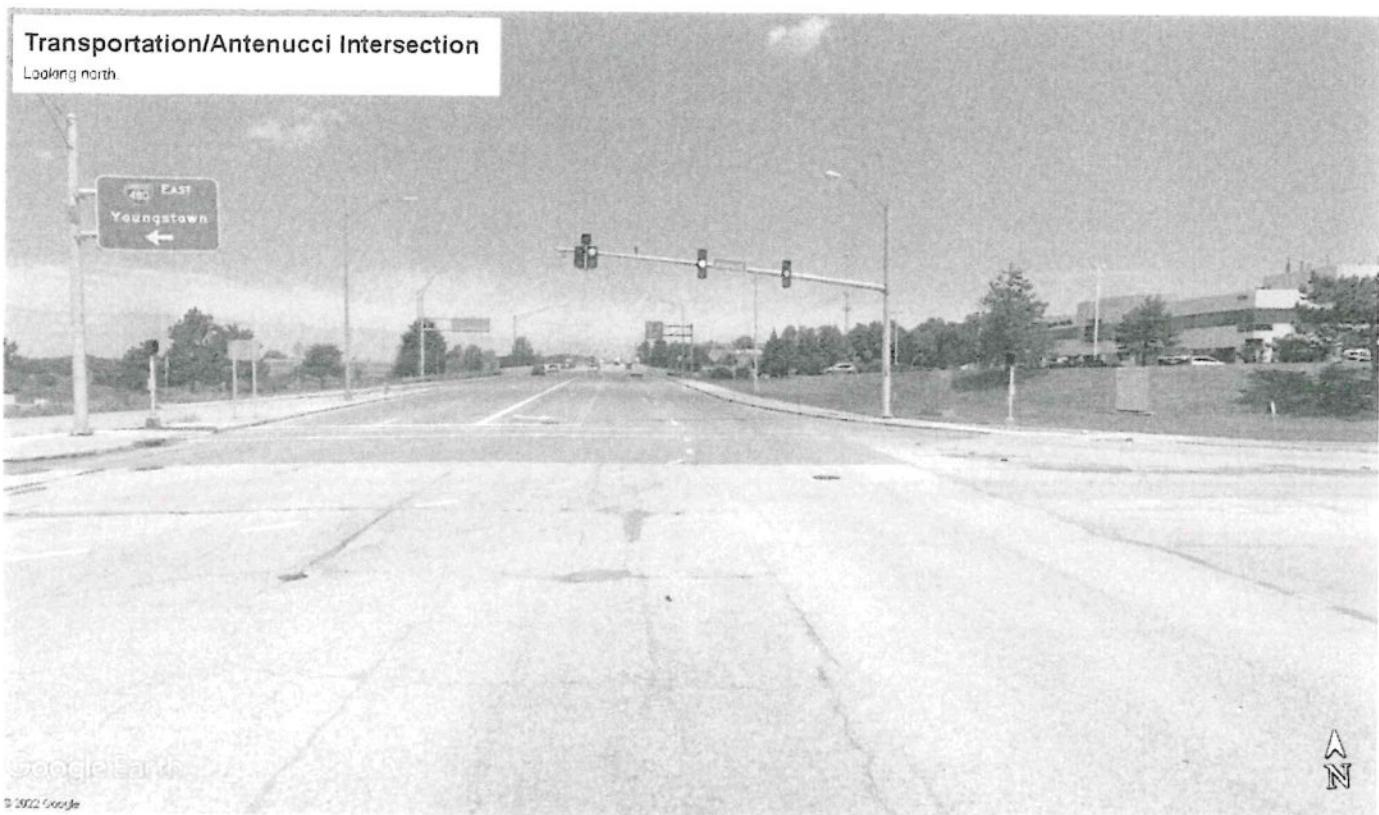
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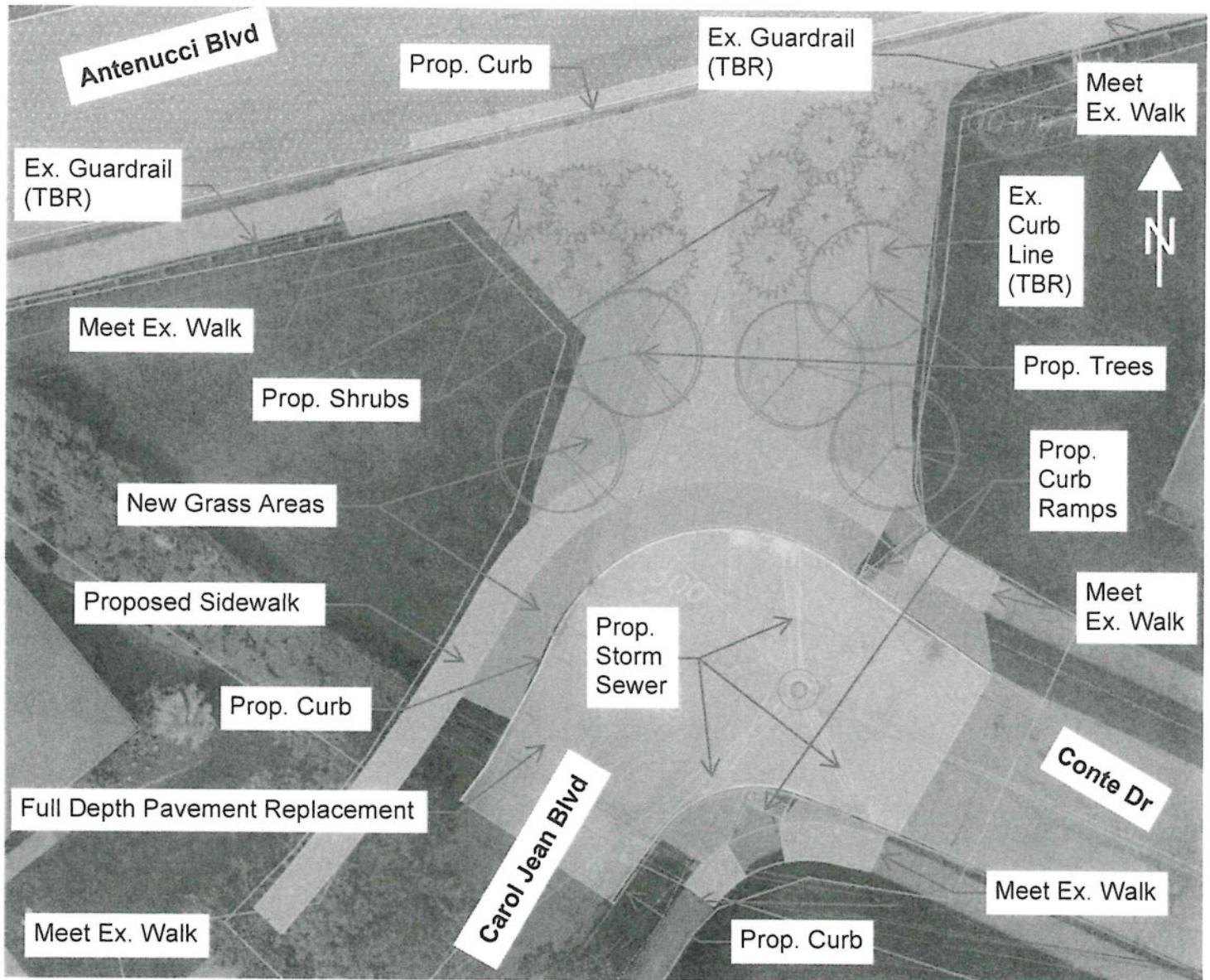
**Transportation Blvd / Antenucci Blvd NE Curb Return Revisions**

**Figure 1**



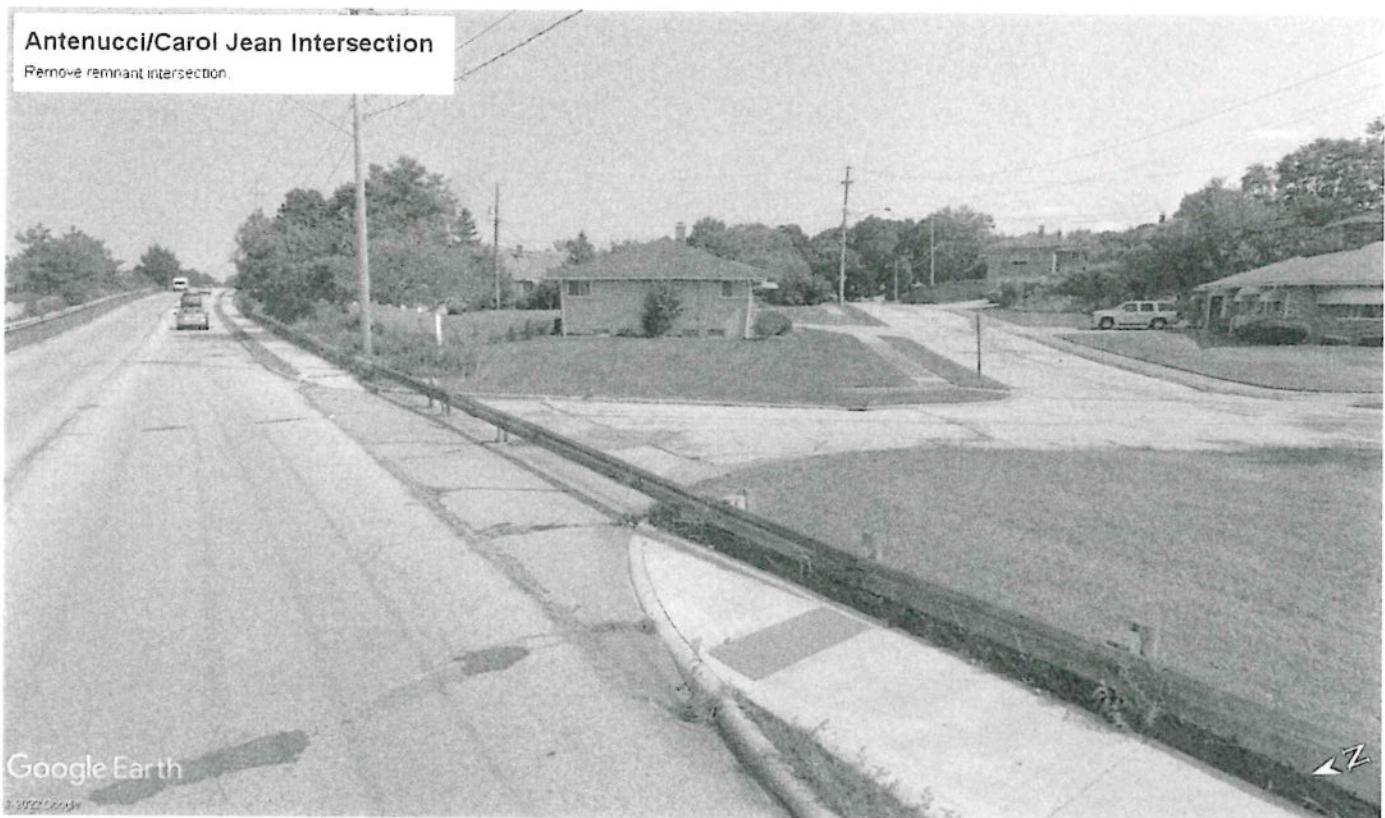
Transportation Blvd / Antenucci Blvd

Figure 2



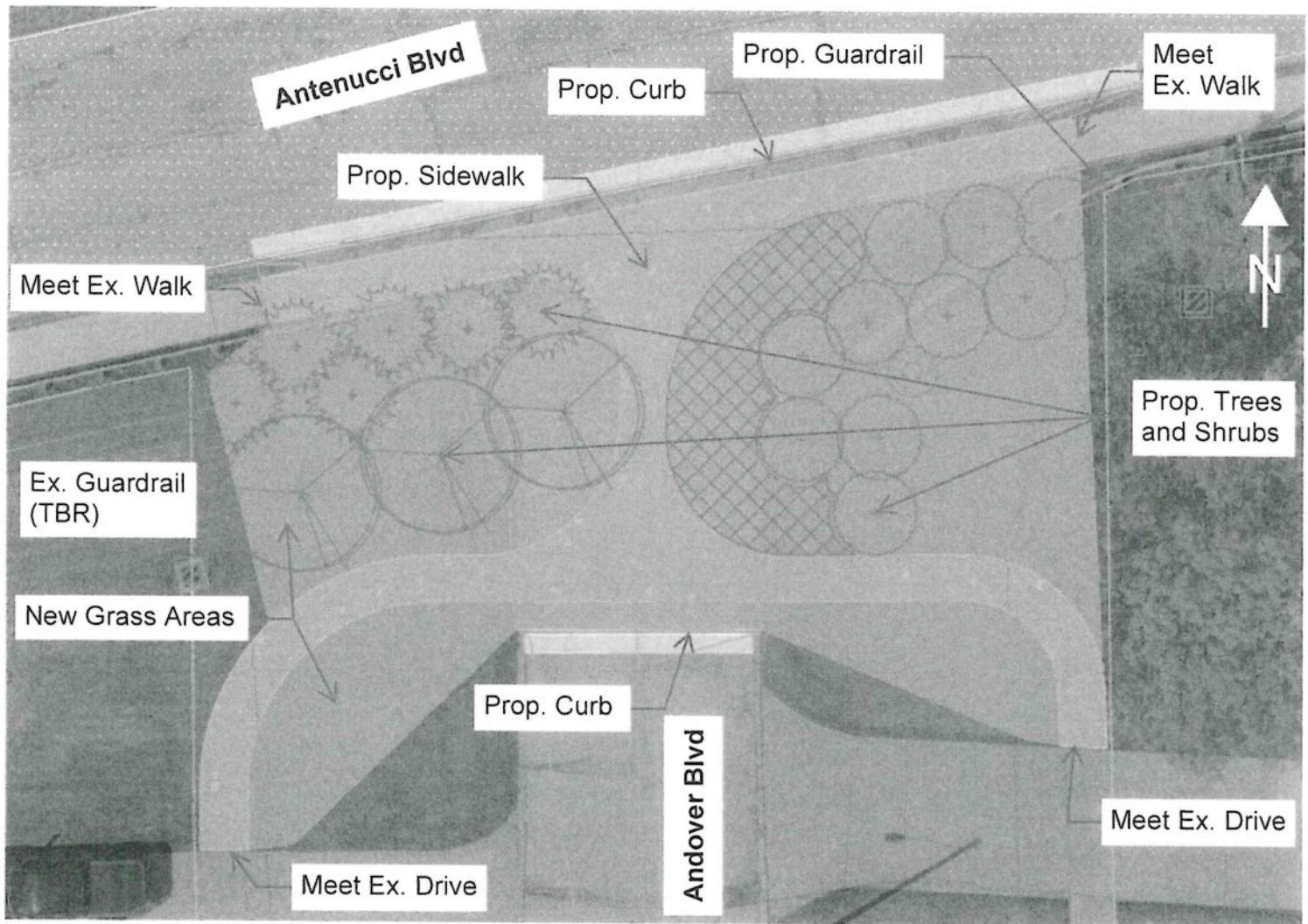
## Carol Jean Blvd / Antenucci Blvd Intersection Removal

Figure 3



**Carol Jean Blvd / Antenucci Blvd**

**Figure 4**



**Andover Blvd / Antenucci Blvd Intersection Removal**

**Figure 5**



**Andover Blvd / Antenucci Blvd**

**Figure 6**

Eff. 10-11-2023  
Adopted 9-11-2023  
Passed 6-0

ORDINANCE NO.:

77-2023 - Amended

SPONSORED BY:

Co-Sponsored

MAYOR MATTHEW A. BURKE

All of Council present

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING TASKS FOR THE 2024 PAVING PROGRAM PROJECT, PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A".

WHEREAS, The project will consist of rehabilitating the streets shown in Exhibit B including, but not limited to, resurfacing the road, and repairing curbs and catch basins.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with OHM Advisors, to provide the Engineering tasks for the 2024 Paving Program Project, pursuant to the agreement attached hereto as Exhibit "A".

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke

MAYOR

Chal Nahm

PRESIDENT OF COUNCIL - Pro Temp

ATTEST: Lottie Oueley

CLERK OF COUNCIL

EFFECTIVE DATE: 10-11-2023

September 8, 2023

Mayor Matthew Burke  
 City of Garfield Heights  
 5407 Turney Road  
 Garfield Heights, OH 44125

RE: **GH 2024 Paving Program**  
 Location: City of Garfield Heights  
 Proposal #23074

Dear Mayor Burke:

The following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

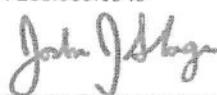
#### Proposal Outline

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Sincerely,  
 OHM Advisors



Chad M. Lewis, PE  
 Project Manager  
 Chad.lewis@ohm-advisors.com  
 D: 216.865.1345

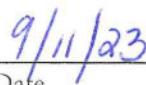


Josh Slaga, PE  
 Principal  
 Josh.slaga@ohm-advisors.com

Authorization to Proceed

Signature

Date



Matthew A. Burke Mayor

Printed Name

Title



## Project Understanding

The referenced project includes pavement resurfacing and repairs along twelve streets in the city, as listed below in Task #56.

This proposal includes professional services for pavement cores, design engineering, and bidding services, in accordance with the scoped tasks described herein.

## Scope of Services - Information Gathering Tasks

### Task #1 **Pavement Cores**

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- The following services are included in the fee shown:
  - Performance of fourteen (14) pavement cores
  - Advancement to 18 inches below the pavement base material
  - Identification and evaluation of pavement properties and thickness
  - Identification and visual evaluation of subbase soil properties up to 18 inches
  - Water level readings, if encountered
  - Core photos
  - Constructability cautionary notes, if applicable
  - Written summary of findings and recommendations
  - This information will be used for follow-on engineering tasks.

## Scope of Services - Design Engineering Tasks

### Task #56 **Pre-Design and Field Analysis**

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- The following services are included in the fee shown:
  - Field visit of the following project locations
    - Ward 1: Cranwood Park Boulevard from Forestdale Drive to Osborn Road
    - Ward 2: Sladden Avenue from Turney Road to East 104<sup>th</sup> Street
    - Ward 3: Band Drive from East 86<sup>th</sup> Street to Donovan Drive
    - Ward 3: Doll Drive from East 86<sup>th</sup> Street to Donovan Drive
    - Ward 3: Birchwood Road from Vista Avenue to Garfield Boulevard
    - Ward 4: Elmwood Avenue from East 105<sup>th</sup> Street to Turney Road
    - Ward 4: David Road from East 93<sup>rd</sup> Street to Alexander Road
    - Ward 5: East 114<sup>th</sup> Street from Elmwood Avenue to McCracken Road
    - Ward 5: Elmwood Avenue from East 113<sup>th</sup> Street to East 114<sup>th</sup> Street
    - Ward 6: Shady Oak Boulevard from East 135<sup>th</sup> Street to East 139<sup>th</sup> Street
    - Ward 6: Oakview Boulevard from East 135<sup>th</sup> Street to East 139<sup>th</sup> Street
    - Ward 7: Linda Lane from Havana Road to School Lot
    - Ward 7: Sunset Road (Lower) from Hathaway Road to Upper Sunset
  - Determine and quantify appropriate rehabilitation measures.
    - Manholes, catch basins, and other visible castings.
      - Adjustments to grade
      - Reconstructs to grade
    - Pavement



- Concrete walks, drive aprons, and curb replacement
- ADA ramps and detectable warning pads replacement/installation
- Concrete pavement area replacement
- Asphalt partial and full-depth replacement areas
- Asphalt resurfacing limits
- Traffic Control
  - Traffic and street sign replacement
  - Pavement markings
- Establish design criteria, standards, and specifications.
  - ODOT Location & Design Manuals
  - Cuyahoga County Department of Public Works
- Develop preliminary cost estimate.
  - The engineer will verify scope and cost estimate with the client's expectations.

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#### **Task #60      Construction Documents**

- The following services are included in the fee shown:
  - Preparation of 8.5x11" Construction Plan Exhibits shall be as follows:
    - Location Map
    - Roadway Typical Sections
    - General Summary of Work Pay Items
    - Plan View Exhibits
    - Project Details
  - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
  - Deliverables:
    - Construction Plan Exhibits to be included in the Bidding Documents

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#### **Task #90      Official Engineer's Project Cost Estimate**

- The following services are included in the fee shown:
  - Finalization of estimated quantities for construction
  - Estimate and evaluation of construction costs based on historical unit bid pricing.

### **Scope of Services - Bidding and Award Tasks**

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#### **Task #151      Bidding and Contract Documents**

- The following services are included in the fee shown:
  - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process.
  - These documents will be 100% complete, ready for bidding of the Public Project
  - Bid books will be made available for purchasing by bidders.
  - Contract Documents
    - Upon community legislation to award the construction bid, OHM will prepare (3) three copies of contract documents for execution, bonding, insurance, etc.
    - OHM will prepare the notice of commencement for signature(s)



#### **Task #152 Bid Process, Review, and Award**

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- The following services are included in the fee shown:
  - Addendums/Clarifications
    - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.
    - Depending upon the size and complexity of the project, multiple addendums/clarifications may be required for the project.
    - OHM will prepare addendums/clarifications and any necessary supporting documents and distribute to plan holders.
  - Post-Bid Activities
    - Evaluation of bids and contractor qualifications
    - Pre-Award Meeting to review all bid items with apparent low bidder.
    - Recommendation of Award to the Owner
  - The fee provided includes one bidding process only. In the event the project needs re-bid, a contract modification will be submitted for the additional bidding services provided.



## Price Proposal

#	<i>Information Gathering Tasks</i>	<i>Fee</i>
Task #1	<i>Pavement Cores</i>	\$ 6,500
		<i>Subtotal =</i> \$ 6,500
#	<i>Design Engineering Tasks</i>	<i>Fee</i>
Task #56	<i>Pre-Design and Field Analysis</i>	\$ 19,200
Task #60	<i>Construction Documents</i>	\$ 15,800
Task #90	<i>Official Engineer's Project Cost Estimate</i>	\$ 2,500
		<i>Subtotal =</i> \$ 37,500
#	<i>Bidding and Award Tasks</i>	<i>Fee</i>
Task #151	<i>Bidding and Contract Documents</i>	\$ 3,000
Task #152	<i>Bid Process, Review, and Award</i>	\$ 3,000
		<i>Subtotal =</i> \$ 6,000
		<i>Grand Total =</i> \$50,000

## Compensation

The price proposal above will be billed as a mixed fee project with the following breakdown:

- Information Gathering Tasks, Design Engineering Tasks, & Bidding & Award Tasks will be billed as a lump sum.

## Anticipated Project Schedule

Information Gathering Tasks: September – October 2023

Design Engineering Tasks: September – December 2023

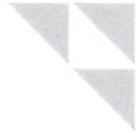
Bidding & Award Tasks: January – February 2024

**OHM Advisors®**

6001 EUCLID AVENUE SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335

OHM-Advisors.com



## Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
  - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Garfield Heights. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Garfield Heights.
  - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Garfield Heights.

## Client Responsibilities

- City of Garfield Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- City of Garfield Heights will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.)

## Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per ordinance number 104-2022 shall also apply to this contract.

### OHM Advisors:

6001 EUCLID AVENUE SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335

OHM-Advisors.com

Eff. 9-11-2023  
Adopted 9-11-2023  
Passed 6-0

ORDINANCE NO.: 78-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Co Sponsor All of Council present

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO LEVY A SPECIAL ASSESSMENT TO THE COUNTY AUDITOR, ON PERMANENT PARCEL NO. 542-16-001 AS IDENTIFIED IN ATTACHMENT A AND INCORPORATED HEREIN (LESS ANY PAYMENTS RECEIVED OR CORRECTIONS MADE BY THE FINANCE DIRECTOR OR THE BUILDING COMMISSIONER), TO BE ASSESSED AND COLLECTED ON THE NEXT TAX COLLECTION. PURSUANT TO THE REQUIREMENTS OF CODIFIED ORDINANCES CHAPTER 13: SECTION 1361.07 RIGHT TO DEMOLISH

WHEREAS, Chapter 13, Section 1361.07 of the Codified Ordinances of the City of Garfield Heights ("Codified Ordinances") reads as follows:

**1361.07 RIGHT TO DEMOLISH.**

In case the owner of record or the purchaser under land contract, if that be the case, fails, neglects or refuses to comply with the notice to repair, rehabilitate or demolish and remove such building, structure or portion thereof, such party shall be subject to the penal provisions of this Building Code and the Building Commissioner shall proceed to have the building or structure or portion thereof, demolished and removed from the premises, leaving the premises in a clean, safe and sanitary condition. The cost of such work shall be paid by the City. If the City is not immediately reimbursed for such cost, the amount thereof shall be certified to the County Treasurer or to the County Auditor, as required by law, and levied as a special assessment against the property on which the building or structure is located and shall be collected in the manner provided for special assessments.

WHEREAS, the CVC Acquisitions LLC & LBL TIC 37 LLC is the owner of the property known as Permanent Parcel No. 542-16-001, with an address of 9275 Vista Way, Garfield Heights ("the Premises"), Ohio, and

WHEREAS, the CVC Acquisitions LLC & LBL TIC 37 LLC, was served with proper notice to repair, rehabilitate or demolish the Premises pursuant to Chapter 13 of the Codified Ordinances, and

WHEREAS, the CVC Acquisitions LLC & LBL TIC 37 LLC, failed, neglected or refused to comply with the notice to repair, rehabilitate or demolish and remove such building, structure or portion thereof, and

WHEREAS, the Building Commissioner proceeded to have the building or structure demolished and removed from the premises, leaving the premises in a clean, safe and sanitary condition pursuant to Chapter 13 of the Codified Ordinances, and

WHEREAS, the various City Departments involved have performed their respective duties as identified in the provisions of Chapter 13 of the Codified Ordinances, and

WHEREAS, in that the City has not been reimbursed for such cost of demolition and the amount of Twenty-Five Thousand Nine Hundred Dollars (\$25,900.00) as set forth in Attachment A, said amount needs to be certified to the County Treasurer or to the County Auditor, as required by law, and levied as a special assessment against the property on which the building or structure is located and shall be collected in the manner provided for special assessments, and

WHEREAS, the last day to certify assessments to the County Auditor for collection on the next tax duplicate is September 11, 2023.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Finance Director is hereby authorized and directed to levy a special assessment on Permanent Parcel No. 542-16-001 to the County Auditor, in an amount as identified in Attachment A and incorporated herein (less any payments received or any corrections made by the Finance Director or the Building Commissioner), to be assessed and collected on the next tax collection, pursuant to the requirements of Codified Ordinances Chapter 13.

SECTION 2. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights and shall take effect and be in full force immediately upon its adoption by this Council and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Bla  
MAYOR

ATTEST: Lottie O'neill  
CLERK OF COUNCIL

Chad Warko  
PRESIDENT OF COUNCIL - Pro Temp

EFFECTIVE DATE: 9-11-2023

## Invoice

### City of Garfield Heights

5407 Turney Road  
Garfield Heights, Ohio 44125

CVC Acquisitions LLC & LBL TIC 37 LLC  
1585 Frederick Blvd  
Akron, OH 44320

Date: 8/15/2023  
Invoice No. 2023016

Property Address	9275 Vista Way Garfield Heights, OH 44125 Parcel 542-16-001		
5/31/2023	Standard Demolition of a Commercial Structure 1 story, steel frame, brick masonry, partially finished restaurant building  Per Codified Ordinance Chapter 1361  Payment is due upon receipt	\$25,900.00	
	Total Amount Due		\$25,900.00

**Special Notes:**

Please make check payable to the CITY OF GARFIELD HEIGHTS  
And mail to the below address: ATTN: FINANCE DEPARTMENT

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**Remit to: City of Garfield Heights**  
**Attn.: Finance Department**  
**5407 Turney Road**  
**Garfield Heights, OH. 44125**

Passed 6-0  
Eff. 9-11-2023  
Adopted. 9-11-2023

ORDINANCE NO.: 79-2023

SPONSORED BY:  
Cosponsor

MAYOR MATTHEW A. BURKE  
All of Council present

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING  
THE MAYOR OR HIS DESIGNEE TO PURCHASE THREE (3) 2023  
FORD EXPLORERS FROM MONTROSE FORD

WHEREAS, In Ordinance 28-2022, this Council authorized the City to purchase three (3) 2022 Ford Explorers for the purpose of updating its vehicle fleet, and

WHEREAS, despite the passage of Ordinance 28-2022, a production shortage did not allow the City to actually obtain the intended vehicles, and

WHEREAS, at this time, the City would like to purchase three (3) 2023 Ford Explorers from Montrose Ford, and

WHEREAS, per Ohio Revised Code Section 125.04(C) governmental agencies may purchase equipment/services without bidding so long as the equipment/service has been purchased for less than or equal to the cost of the state contract, and

WHEREAS, accordingly, the City wishes to purchase said vehicles upon equivalent terms, conditions, and specifications through State of Ohio, Department of Administrative Services, Contract #RSI010002, and

WHEREAS, the collective cost to the City for the three vehicles will be \$127,735.21; the entire cost of the vehicles will be covered through ARPA funds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to purchase three (3) 2023 Ford Explorers from Montrose Ford (agreement attached hereto as Exhibit A and incorporated as if fully written within), at a total cost not to exceed \$130,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare and for the further reason that it relates to the daily operation of a municipal department(s), therefore this Ordinance shall be in full force and effect upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

Chad Durkin  
PRESIDENT OF COUNCIL - Pro Temp

ATTEST: Lotte Overly  
CLERK OF COUNCIL

EFFECTIVE DATE: 9-11-2023

FORD VEHICLE QUOTE CONFIRMATION  
**GARFIELD HEIGHTS (UNMARKED UNITS)**

Dealer: F44209

Order No:	X019 - X021	Priority:	2023 PIU		Order Type:	Retail	DLR Inv	Price Level:
			RETAIL	DLR Inv				
K8A	4DR AWD POLICE .119" WHEELBASE		\$47165	\$45750.00	85D	FRT CNSL MT DEL	NC	NC
M7	CARBONIZED GRAY				86T	RR TAILAMP HSG	60	56.00
F	CLTH BUCKETS/RR	NC	NC		87R	RR VIEW MIR/CAM	NC	NC
6	EBONY					FLEX-FUEL		
500A	EQUIP GRP					SP DLR ACCT ADJ		(916.00)
99B	3.3L V6 TI-VCT	(2830)	(2661.00)			SP FLT ACCT CR		(1261.00)
44U	10SPD AUTO TRAN FLEET SPCL ADJ	NC	NC		B4A	NET INV FLT OPT	NC	7.00
16D	BADGE DELETE	NC	NC			DEST AND DELIV	1495	1495.00
425	50 STATE EMISS	NC	NC					
47A	ENGINE IDLE	260	244.00					
549	PWR MIRR HTD	60	56.00					
55F	KEYLESS - 4 FOB	340	320.00			TOTAL BASE AND OPTIONS	47325	43342.88
59D	KEY CODE 0135X	50	47.00			TOTAL BASE AND OPTIONS	47325	43342.88
65L	18" WHEEL COVER	\$60	\$56.00					
65U	INT UPGRADE PKG .CARPET FLR COV .SYNC 3	390	367.00					
76R	REVERSE SENSING	275	259.00					
794	PRICE CONCESSN REMARKS TRAILER							

YOUR Cost	\$	42,563.40
<u>TITLE ONLY</u>	\$	15.00
	\$	42,578.40
QTY	3	\$ 127,735.21

\*\* PRICE DOES NOT INCLUDE DELIVERY\*\*

**GARFIELD HEIGHTS (UNMARKED UNITS)**

Attn: DALE MERCHANT

Model Yr: 23 Body: K8A Beg Ord: X019 No Units: 003 End Ord: X021

Ord Type: 0 Order Code: 500A

Priority: M3 Paint: M7 Trim: F6 Accent: \_\_\_ Roof: \_\_\_

Options: B4A 16C 16D 425 44U 47A 53L 549 55F 59D 65L 65U 76R 794 85D 86T 87R

98F 99B

Init: \_\_\_ Cust/Flt Name: GARFIELD \_\_\_ Ord FIN: QF273 User FIN: QF273

PO Number: \_\_\_ Ship-to Code: \_\_\_ Additional Trailers (Y/N): \_\_\_

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford

STATUS: CLEAN UNSCHEDULED ORDER

STATUS DATE: 09/04/22

Eff. - 9-11-2023  
Adopted - 9-11-2023  
Passed 6-0

ORDINANCE NO.: 80-2023

SPONSORED BY:

*CO Sponsor*

MAYOR MATTHEW BURKE

*All of Council Present*

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLEVELAND METROPARKS TO PROVIDE MAINTENANCE OF THE GARFIELD BOULEVARD TRAIL AND GREEN INFRASTRUCTURE IMPROVEMENTS

WHEREAS, The City of Garfield Heights and the Cleveland Metroparks have put forth a project to both resurface Garfield Boulevard as well as construct green infrastructure elements and an all-purpose trail along the roadway, and

WHEREAS, the proposed all-purpose trail will connect to trails owned and operated by Cleveland Metroparks within Garfield Park Reservation, and

WHEREAS, at this time, the City of Garfield Heights desires to enter into an agreement with Cleveland Metroparks to provide maintenance for the aforementioned improvements along Garfield Boulevard, and

WHEREAS, under the terms of the agreement, Cleveland Metroparks has agreed to provide maintenance for a period of twenty (20) years on the property in question at a cost of zero dollars (\$0.00) to the City.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with Cleveland Metroparks (agreement attached hereto as Exhibit A and incorporated as if fully written within) to provide maintenance services for the Garfield Boulevard Trail and green infrastructure improvements at no cost to the City.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights and shall take effect and be in full force immediately upon its adoption by this Council and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

*Chet Parker*

PRESIDENT OF COUNCIL - Pro Temp

ATTEST: Lotte Duerk  
CLERK OF COUNCIL

EFFECTIVE DATE: 9-11-2023

**PROJECT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF  
GARFIELD HEIGHTS AND CLEVELAND METROPARKS FOR MAINTENANCE OF  
THE GARFIELD BOULEVARD TRAIL AND GREEN INFRASTRUCTURE  
IMPROVEMENTS**

THIS PROJECT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the CITY OF GARFIELD HEIGHTS ("Municipality"), pursuant to Ordinance \_\_\_\_\_, passed on \_\_\_\_\_, and the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio ("Manager," each a "Party," collectively, the "Parties").

**RECITALS**

A. Municipality is the owner of the Premises, consisting of the publicly dedicated right-of-way of Garfield Boulevard, in Garfield Heights, Ohio, depicted on Exhibit A (the "Premises"), which right-of-way is contiguous to property owned by Manager.

B. In addition to the resurfacing of Garfield Boulevard being led by Cuyahoga County ("County"), as part of the overall Project, the County is also constructing green infrastructure elements and an all purpose trail on the Premises, which all purpose trail shall connect to an existing all purpose trail owned and operated by Manager in Garfield Park Reservation.

C. Municipality has received additional funding from the Ohio Department of Natural Resources ("ODNR") to construct the all purpose trail that would be constructed on or near the Premises.

D. Manager has received and will seek additional funding from the Northeast Ohio Regional Sewer District ("NEORSD") for green infrastructure improvements that would be constructed on or near the Premises.

E. Manager is authorized to develop, improve, protect, and promote the use of parks pursuant and subject to the provisions of Chapter 1545 of the Ohio Revised Code.

F. Manager is experienced in the management and maintenance of land for conservation purposes and for recreational use by the public.

G. Municipality wishes to rely on Manager's experience in the management of land for conservation and recreational purposes for the benefit of Municipality's citizens.

H. Municipality desires to have Manager provide, and Manager desires to provide services related to the Premises.

NOW, THEREFORE, for the premises set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, Municipality and Manager agree as follows:

1. Definitions. In addition to other terms defined throughout this Agreement, as used in this Agreement, the following terms shall have the meanings indicated below:

"Cleveland Metroparks Standards" shall mean the generally applicable and common standards and levels of maintenance, repair and operation provided by Manager from time to

time with respect to all parks operated by Manager, as the same may be modified, changed or altered by Manager from time to time.

“Commencement Date” means the substantial completion date of the resurfacing of Garfield Boulevard, expected to occur approximately during late fall of 2024, as the same may be postponed by mutual written agreement of the Parties.

“Effective Date” means the date set forth in the Preamble of this Agreement.

“Extension Terms” means twenty (20) periods of five (5) years each, and each five- (5-) year period is referred to herein, individually, as an “Extension Term.”

“Force Majeure” means any act or acts beyond the reasonable control of the affected Party, including without limitation, acts of God; epidemics or pandemics; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials (other than the Chief Executive Officer of Manager or the Mayor or City Council of Municipality, respectively), or any local municipal authority (other than the Chief Executive Officer of Manager or the Mayor or City Council of Municipality, respectively), or any civil or military authority; laws, ordinances, permits, rules, regulations, orders, and other applicable requirements imposed by governmental authorities with competent jurisdiction; insurrections; civic disturbances; riots; strikes; lockouts; unforeseen subsurface conditions; shortages of labor, fuel, or materials; discontinuation, suspension, or interruption of, or interference with, any utility or service; landslides; fire, explosion, and earthquakes; and adverse weather, including, but not limited to, hurricane, tornadoes, lightening, storms, and floods; or severe ice, snow or wind.

“Green Infrastructure Improvements” shall mean those improvements primarily funded by NEORSD to be constructed on or near the Premises which comprise the green infrastructure improvements.

“Initial Term” shall have the meaning set forth in Section 4.1 of this Agreement.

“Premises” means the real property described and depicted on Exhibit A, attached hereto and incorporated herein,

“Services” means the removal of trash and snow consistent with Cleveland Metroparks Standards as well as the patrolling of the Premises by Cleveland Metroparks police officers in a manner similar to the patrolling of other Cleveland Metroparks standards at its other Reservations, including the right to exercise all powers of police officers within and adjacent to the Premises in accordance with applicable laws, including Manager’s Codified Park District Regulations, available at [https://www.amlegal.com/codes/client/cleveland-metroparks\\_oh/](https://www.amlegal.com/codes/client/cleveland-metroparks_oh/), which shall apply to the public’s activities on the Premises. Municipality’s Police Department may continue to regularly patrol the Premises but shall contact Manager’s Police Department in the event a citation needs to be issued for violation of Manager’s Codified Park District Regulations.

“Tax” or “Taxes” means all real estate taxes, payments in lieu of taxes, personal property taxes, privilege taxes, admissions taxes, excise taxes, business and occupation taxes, gross sales

taxes, occupational license taxes, water charges, sewer charges, rates and charges, levies, license and permit fees, assessments (including assessments for public improvements or benefits) and all other governmental impositions and charges of every kind and nature whatsoever, whether or not now customary or within the contemplation of the parties and regardless of whether the same shall be extraordinary or ordinary, general or special, unforeseen or foreseen, or similar or dissimilar to any of the foregoing.

“Term” shall mean the Initial Term, as the same may be extended by one or more Extension Terms, if exercised.

“Trail Infrastructure Improvements” shall mean those improvements primarily funded by ODNR to be constructed on or near the Premises which comprise the all purpose trail infrastructure improvements.

2. Use of the Premises and Provision of the Services.

2.1 Title to the Premises. Municipality covenants that it is well-seized of, and has sufficient real estate interest in the Premises such that it may authorize Manager to enter upon the Premises to perform the Services.

2.2 Retention of Manager for Maintenance of Premises. Municipality hereby retains Manager, on the terms and conditions and for the purposes set forth herein, to provide the Services during the Term.

2.3 Installation of the Green Infrastructure Improvements. Municipality hereby gives Manager a license to construct the Green Infrastructure Improvements on the Premises as generally shown in Exhibit A. Upon completion of the construction of the Green Infrastructure Improvements, Services shall be expanded to include the maintenance of the Green Infrastructure Improvements consistent with Cleveland Metroparks Standards.

2.4 Installation of the Trail Infrastructure Improvements. Municipality hereby gives Manager a license to construct the Trail Infrastructure Improvements on the Premises as generally shown in Exhibit A. Upon completion of the construction of the Trail Infrastructure Improvements, Services shall be expanded to include the maintenance of the Trail Infrastructure Improvements consistent with Cleveland Metroparks Standards.

2.5 Condition of Premises. Manager accepts the Premises in their present or “as is” condition as of the Commencement Date.

2.6 Use Restrictions. Manager shall provide the Services only so long as the Premises shall be used by Municipality for trail use by the general public and such trail is connected to Manager’s trail system. Should Municipality, other than temporarily for repair or maintenance, cease using the Premises for trail use by the general public or should the trail, except temporarily for repair or maintenance, cease to connect to Manager’s trail system, Manager may terminate the Agreement effective immediately.

3. Term.

3.1 Initial Term. The "Initial Term" shall commence upon the Commencement Date and expire upon the twentieth (20th) anniversary of the Commencement Date, unless sooner terminated in accordance with the provisions of this Agreement.

3.2 Extension Term. Manager shall have the right and option to extend this Agreement for up to twenty (20) Extension Terms. Manager shall automatically be deemed to have exercised its option to extend the Agreement for the Extension Terms unless Manager notifies Municipality in writing of its intent not to extend not less than six (6) months prior to the expiration of the Initial Term or the then current Extension Term, as applicable.

3.3 Termination. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, upon completion of the Initial Term, Manager or Municipality shall have the right, if such Party so elects at any time, to terminate this Agreement by delivery of six (6) months' written notice to the other Party. At any time during the Agreement, if either Party fails to fulfill any obligation under this Agreement and, sixty (60) days after notice of such failure, such Party has not remedied such failure, the non-breaching Party may terminate this Agreement effective immediately.

4. Payment.

4.1 Payment for Services. In consideration of the Agreement hereby granted, provided the Premises is used for trail use by the general public and is connected to Manager's trail system, Manager shall provide the Services to Municipality for zero dollars (\$0.00).

4.2 Taxes; Utilities. Municipality shall be solely responsible for the payment of all Taxes and the maintenance, repair, replacement and/or removal of all utilities located on, over or through the Premises, except to the extent such utilities are owned by another party, who shall have such responsibility. Utilities shall include, but not be limited to, storm sewers serving catchment areas off of the Premises. Prior to performing any installation, maintenance, repair or replacement or any such utility, Municipality shall give Manager at least ten (10) days' prior written notice of the work and shall schedule its work in a commercially reasonable manner.

5. Repair and Maintenance; Capital Repair. Municipality shall be responsible for all repair, maintenance and capital repair of the Premises except for the Services and maintenance and capital repair of the Green Infrastructure Improvements and the Trail Infrastructure Improvements. Prior to performing any repair, maintenance and capital repair of the Premises that may impact Manager's provision of the Services, Municipality shall give Manager at least ten (10) days' prior written notice of the work and shall schedule its work in a commercially reasonable manner.

6. Representations, Acknowledgments, and Additional Covenants.

6.1 Municipality's Representations. Municipality represents that: (a) Municipality is a municipal corporation duly formed and validly existing under the laws of the State of Ohio; (b) the execution, delivery, and performance by Municipality of this Agreement are within the power of Municipality and have been authorized by all necessary action; (c) this Agreement has

been duly executed and delivered by Municipality; (d) this Agreement and the documents referred to herein constitute valid and binding obligations of Municipality; and (e) commencing on the Effective Date and continuing thereafter throughout the Term, Municipality shall give notice to Manager with respect to all matters of which Municipality obtains notice or knowledge affecting the performance of the Services on the Premises.

**6.2 Manager's Representations.** Manager represents that: (a) Manager is a political subdivision of the State of Ohio duly formed and validly existing under the laws of the State of Ohio and has or will obtain all material governmental licenses, authorizations, consents, approvals, and other qualifications required to carry on its business as now conducted and to be conducted pursuant to the terms of this Agreement; (b) the execution, delivery, and performance by Manager of this Agreement are within the power of Manager and have been authorized by all necessary action; (c) this Agreement has been duly executed and delivered by Manager; and (d) this Agreement and documents referred to herein constitute valid and binding obligations of Manager.

**7. Insurance.**

**7.1 Kinds and Amounts of Insurance.** Manager shall, at its sole cost and expense, take out and maintain during the Term such general liability and automobile insurance as it customarily carries, with limits of liability or coverage not less than those Manager customarily carries, with respect to similar activities conducted by Manager. Municipality shall, at its sole cost and expense, take out and maintain during the Term such liability and property insurance as it customarily carries, with limits of liability or coverage not less than those Municipality customarily carries, with respect to similar facilities owned or operated by Municipality.

**7.2 Proof of Insurance.** No later than seven (7) days after the Commencement Date, each Party shall provide to the other Party a certificate or certificates of insurance and an endorsement naming such other Party as an additional insured or loss payee, as appropriate.

**7.3 Blanket Policies.** Any insurance required to be maintained may be taken out under a blanket insurance policy or policies covering other premises, properties or insured in addition to the Leased Premises.

**7.4 Waiver of Subrogation.** Municipality and Manager hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property coverable by property, fire or extended coverage insurance policies even if such damage shall have been caused by the fault or negligence of the other Party, or anyone claiming through or under such other Party.

**8. Assignments, Transfers, and Other Parties.**

**8.1 Assignment and Transfer by Manager.** Manager shall not assign, transfer, convey, or otherwise dispose of this Agreement, except with the written consent of Municipality. The giving of any such consent to a particular transfer shall not dispense with the necessity of such consent to any further or other assignments.

8.2 Assignment and Transfer by Municipality. Municipality shall not sublet, assign, transfer, convey, sell, mortgage, pledge or encumber this Agreement or the Premises hereunder without in each instance first obtaining authorization of Manager, which authorization shall not be unreasonably withheld, conditioned or delayed. Any transfer or assignment by merger, consolidation, stock purchase, operation of law or in any other manner whatsoever shall likewise be prohibited without prior authorization of Manager and shall constitute a default hereunder.

8.3 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any third-party beneficiaries under this Agreement.

9. Default.

9.1 Events of Default. Each of the following shall constitute a default by either Party:

9.1.1 A Party makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

9.1.2 A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against a Party and is not dismissed within thirty (30) days after the filing thereof;

9.1.3 Except as permitted hereunder, any lien is filed against the Leased Premises because of any act or omission of a Party and is not discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise, within one hundred eighty (180) days;

9.1.4 A Party fails duly and punctually to pay any monies required hereunder to the other Party within sixty (60) days after receipt of notice given in accordance with Section 11; and

9.1.5 A Party fails to keep, perform, and observe every other promise and agreement set forth herein on its part to be kept, performed, or observed within sixty (60) days after receipt of notice of default hereunder from the other Party, except where fulfillment of its obligations requires activity over a period of time and such other Party has commenced to perform whatever may be required for fulfillment and continues such performance without interruption.

9.2 Remedies for Default. Upon occurrence of any of any default pursuant to Section 9.1, and at any time thereafter during the continuance thereof, the non-defaulting Party may, at its option, exercise concurrently or successively any one or more of the remedies then available to the non-defaulting Party under the laws of the State of Ohio.

9.3 No Waiver of Default. No waiver by either Party at any time of any of the terms or conditions of this Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of either Party to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any commission then or thereafter

accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by either Party shall be required to restore or revive any option, right, power, remedy or privilege after waiver by such Party of default in one or more instances. No waiver shall be valid against either Party unless reduced to writing and signed.

10. **Dispute Resolution.** Municipality and Manager shall negotiate in good faith to resolve all claims, disputes, and other matters in question between the Parties. If the Parties cannot so resolve any claim, dispute, or other matter, then the Parties shall select a method of resolution other than litigation such as, by way of illustration and not limitation, arbitration or mediation, which shall be non-binding, unless otherwise agreed to by the Parties in writing. Should the Parties be unable to resolve any disputes via a method of resolution other than litigation, all actions arising from or relating to this Agreement or the Services or a claim of breach of this Agreement shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts. Each Party shall pay its own legal, auditing, and other fees and expenses in connection with such efforts. Pending final resolution of a claim, dispute or other matter in controversy arising out of or related to this Agreement, the Parties shall proceed diligently with performance of the obligations set forth in this Agreement.

11. **Notices.**

11.1 **Form of Notices.** Any notices, consents or approvals required or permitted hereunder shall be in writing and personally delivered or sent by registered or certified mail, and shall be deemed to have been served or given when personally delivered or three (3) days after said notice, consent or approval has been deposited, postage prepaid, in a post office, branch post office, or post office box regularly maintained by the United States Government.

11.2 **Notices to Municipality.** Notices to Municipality shall be delivered or addressed to it at:

City of Garfield Heights  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

City of Garfield Heights  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person or place as Municipality may designate in writing.

11.3 **Notices to Manager.** Notices to Manager shall be delivered or addressed to it at:

Board of Park Commissioners of the  
Cleveland Metropolitan Park District  
Attn: Chief Executive Officer  
4101 Fulton Parkway  
Cleveland, Ohio 44144

with a copy to:

Board of Park Commissioners of the  
Cleveland Metropolitan Park District  
Attn: Chief Legal & Ethics Officer  
4101 Fulton Parkway  
Cleveland, Ohio 44144

or to such other person or place as Manager may designate in writing.

12. Signage. By mutual agreement of the Parties, signage may be displayed throughout the Premises recognizing the shared responsibility of Manager and Municipality and/or for educational purposes.

13. Miscellaneous.

13.1 Construction of Agreement. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender. Each Party agrees that no representation or warranties of any type shall be binding upon the other Party, unless expressly authorized in writing herein. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.

13.2 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. The exhibits attached hereto are hereby incorporated in and made a part of this Agreement. The Parties agrees on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

13.3 Amendments to Be in Writing. This Agreement shall not be changed, modified, discharged or extended except by written instrument executed by both parties.

13.4 Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, illegality or unenforceability shall not affect any other term or provision hereof. This Agreement shall be interpreted and construed as if such term or provision, to the extent it has been held invalid, illegal or unenforceable, had never been contained herein.

13.5 Municipality and Manager Not Partners. Nothing contained in this Agreement shall be deemed to constitute Municipality and Manager as partners in a partnership or joint venture for any purpose whatsoever.

13.6 Laws of Ohio. This Agreement shall be construed in accordance with the laws of the State of Ohio.

13.7 Compliance with Laws. Each of Municipality and Manager covenants and agrees at all times to comply with all applicable laws of the federal government and the State of Ohio, and local laws, codes, ordinances, rules and regulations and shall be responsible for securing, at its own expense, any and all licenses, permits and certificates of inspection required by law or by this Agreement with respect to its activities hereunder. Without limiting the generality of the foregoing, each of Municipality and Manager, as applicable, shall at all times during the Term subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder.

13.8 Approval and Consent. In each case in which this Agreement provides for the approval or consent, such approval or consent shall not be unreasonably withheld, conditioned or delayed, unless the express language of the Agreement provides that approval or consent may be withheld or granted in a Party's sole discretion.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

MUNICIPALITY:

CITY OF GARFIELD HEIGHTS

Approved as to legal form:

By:   
Matthew Burke, Mayor

By: \_\_\_\_\_  
[Name, Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MANAGER:

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

Approved as to legal form by Rosalina M. Fini, Chief Legal & Ethics Officer:

\_\_\_\_\_  
Katie M. McVoy, Assistant Legal Counsel

By: \_\_\_\_\_  
Brian M. Zimmerman, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Legal Description and Depiction of \_\_\_\_\_**

Passed 6-0  
Adopted 9-11-2023  
Eff. 9-11-2023

ORDINANCE NO.: 81-2023

SPONSORED BY:  
CO SPONSOR

MAYOR MATTHEW A. BURKE

All of Council Present

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND/OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH CARRIER COMMERCIAL SERVICE FOR THE MAINTENANCE OF AIR-COOLED CHILLERS AND CONDENSERS

WHEREAS, In Ordinance 15-2018, this Council authorized the City of Garfield Heights to enter into an agreement with Carrier Commercial Service for the installation and maintenance of air-cooled chillers and condensers at the Dan Kostel Recreation Center, and

WHEREAS, at this time, the service agreement for the maintenance of the equipment is scheduled to expire, and

WHEREAS, accordingly, the City of Garfield Heights would like to enter into a new agreement with Carrier Commercial Service for the continued maintenance of air-cooled chillers and condensers, and

WHEREAS, the new agreement will last for a total of three (3) years at a total cost not to exceed \$25,000.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor and/or his designee is hereby authorized and directed to enter into an agreement with Carrier Commercial Service for the maintenance of air-cooled chillers and condensers at a cost not to exceed \$25,000 under the agreement attached hereto as Exhibit A and incorporated as if fully written within.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew Burke

MAYOR

ATTEST: Fotzie Ovelty  
CLERK OF COUNCIL

Chl Dahn

PRESIDENT OF COUNCIL -Pro Temp

EFFECTIVE DATE: 9-11-2023



## Carrier® Commercial Service HVAC Maintenance Plan

Core



Department 200

Carrier Edge Commercial Service Plan

Rep. Signature: \_\_\_\_\_

Carrier Edge Commercial Service Plan  
Start: Tuesday 1/26  
Contract Number: 010-0000000000000000

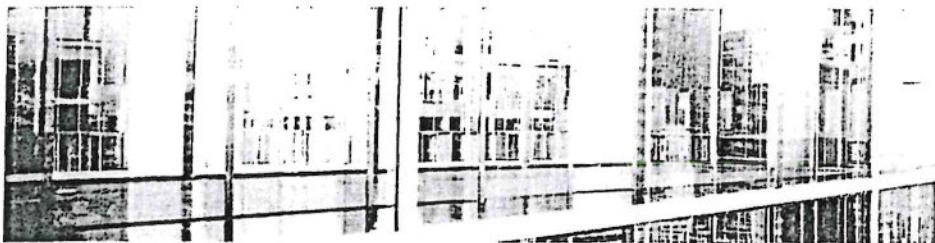
Approved: 1/26/2023



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3300



## Carrier® Commercial Service

### Proposed Maintenance Plan

Birk,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level: Carrier Core	
Agreement Term: September 15,2023 through September 14,2026	
Location Address: 5411 Turney Rd, Garfield Heights, OH 44125-3203	
Equipment Summary:	
Type	Quantity
Air-Cooled Chiller	2
Packaged Unit	4

### Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide – July 2004

### Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

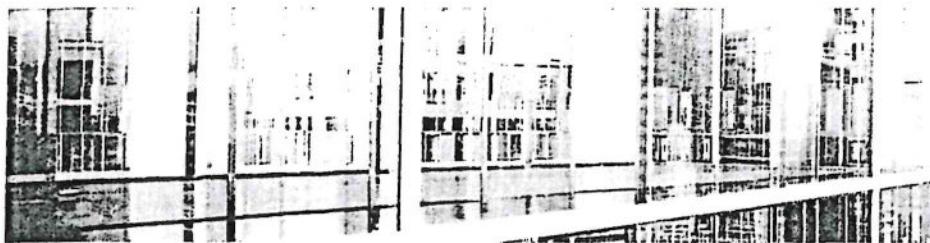
- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Jason Lockett Sr





## Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you.

Employee	Title	Email
<b>Jason Lockett Sr</b>	Commercial Service Account Manager	<a href="mailto:jason.lockettsr@carrier.com">jason.lockettsr@carrier.com</a>
<b>Nicole Cottrell</b>	Service Manager	<a href="mailto:nicole.cottrell@carrier.com">nicole.cottrell@carrier.com</a>

## Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

**24/7 Support** – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

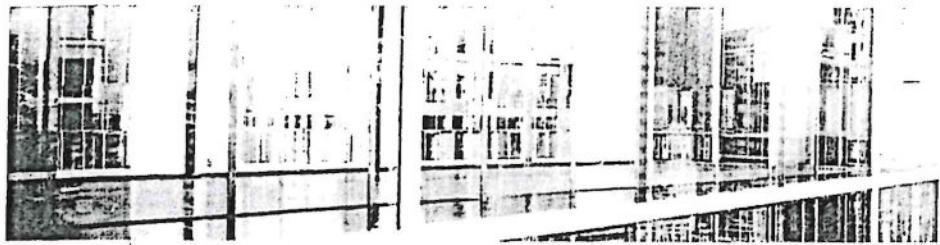
**Certified Technicians** – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

**Systems Expertise** – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

**Standard Work Procedures** – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

**Environmental Health and Safety (EH&S)** – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.

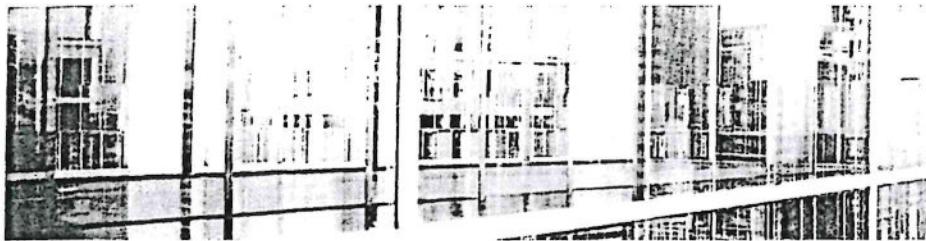
24/7 SUPPORT & SERVICE  
**1-800-379-6484**  
[WWW.CARRIER.COM/COMMERCIAL](http://WWW.CARRIER.COM/COMMERCIAL)



## Equipment Summary

The following equipment is covered in the Carrier Core HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Carrier Air-Cooled Chiller 30HXA	Carrier	30HXA136R-600LA	3197F85291	
Carrier Air-Cooled Chiller 30HXA	Carrier	30HXA136R-600LA	3197F85299	
Carrier Packaged Unit - 48/50A	Carrier	09DPM0506C--6104		
Carrier Packaged Unit - 48/50A	Carrier	09DPM0506C--6104		
Carrier Packaged Unit - 48/50A	Carrier	09DPM0506C--6104		
Carrier Packaged Unit - 48/50A	Carrier	09DPM0506C--6104		



## General Services Included

### Operating Inspection

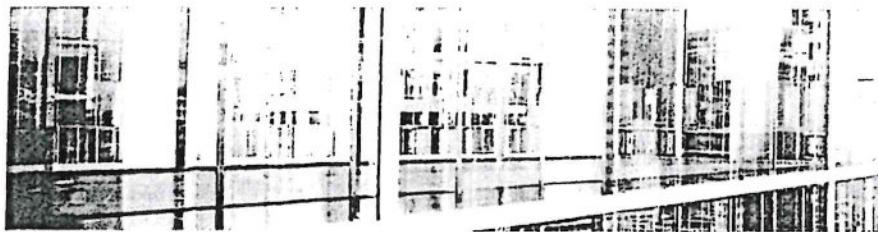
An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

### Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

### Coil Cleaning

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

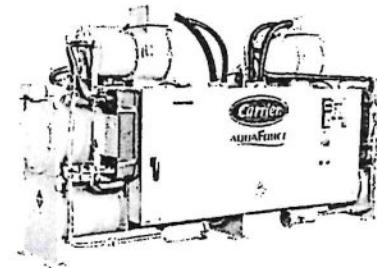


## Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

### 30HXA136R-600LA

Quantity	1
S/N	3197F85291
Location	
Description	Carrier Air-Cooled Chiller 30HXA



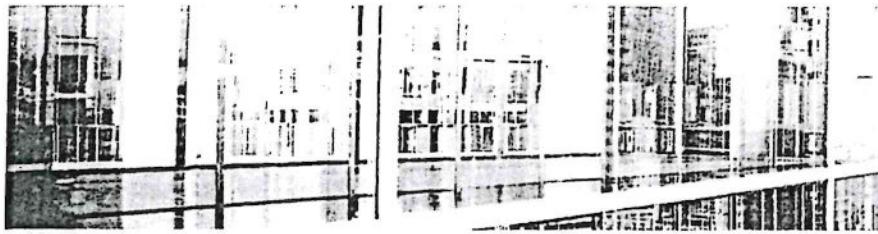
	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	2	2	2
Annual PM	1	1	1
Condenser Coil Cleaning <250T	1	1	1

#### Operating Inspection

- Review alarm history (if applicable)
- Take log readings and evaluate
- Check for correct water flow
- Check operation of each compressor
- Check for abnormal noise and vibration
- Confirm proper oil level (if applicable)
- Confirm pressure transducer accuracy
- Complete service report for customer
- Check general machine operation
- Check gauges and indicator lights
- Check compressor check valve (if applicable)
- Perform controls test (if applicable)
- Visual oil/refrigerant leak check (if applicable)
- Confirm temperature sensor accuracy
- Clean work area

#### Annual PM

- Review and evaluate log readings
- Check gauges and indicator lights (if applicable)
- Check flow switches/devices (if applicable)
- Check electrical components, contactors, and tighten connections
- Replace oil filter (if applicable)
- Check oil pressure switches (if applicable)
- Check Expansion valve (if applicable)
- Check pressure transducers. Confirm accuracy of sensors (as required)

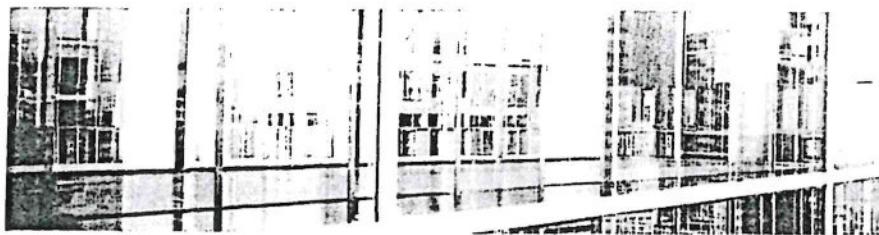


## Detailed Description of Work

- Inspect and clean Compressor / Fan VFD (if applicable)
- Run Equipment and Check Operation (if applicable)
- Inspect relief valves
- Oil heater check (if applicable)
- Check for corrosion of machines
- Complete service report for customer
- Check condition of condenser fans/motors/running current
- Change refrigerant filter driers (if applicable)
- Electronic refrigerant leak check
- Removal of surface debris from condenser coils
- Clean work area

### Condenser Coil Cleaning <250T

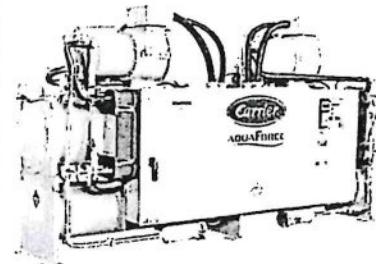
- Per Manufacturer Recommendations



## Detailed Description of Work

30HXA136R-600LA

Quantity	1
S/N	3197F85299
Location	
Description	Carrier Air-Cooled Chiller 30HXA



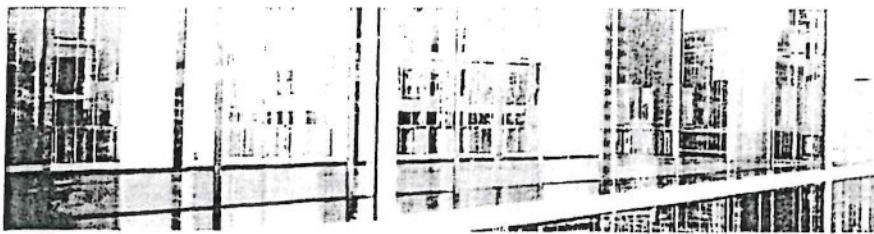
	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	2	2	2
Annual PM	1	1	1
Condenser Coil Cleaning <250T	1	1	1

### Operating Inspection

- Review alarm history (if applicable)
- Take log readings and evaluate
- Check for correct water flow
- Check operation of each compressor
- Check for abnormal noise and vibration
- Confirm proper oil level (if applicable)
- Confirm pressure transducer accuracy
- Complete service report for customer
- Check general machine operation
- Check gauges and indicator lights
- Check compressor check valve (if applicable)
- Perform controls test (if applicable)
- Visual oil/refrigerant leak check (if applicable)
- Confirm temperature sensor accuracy
- Clean work area

### Annual PM

- Review and evaluate log readings
- Check gauges and indicator lights (if applicable)
- Check flow switches/devices (if applicable)
- Check electrical components, contactors, and tighten connections
- Inspect and clean Compresor / Fan VFD (if applicable)
- Replace oil filter (if applicable)
- Check oil pressure switches (if applicable)
- Check Expansion valve (if applicable)
- Check pressure transducers. Confirm accuracy of sensors (as required)
- Check condition of condenser fans/motors/running



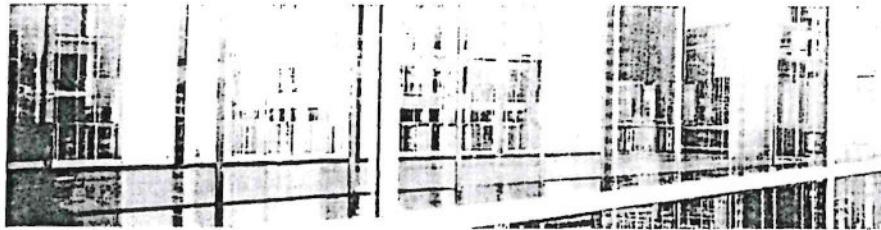
### Detailed Description of Work

current

- Run Equipment and Check Operation (if applicable)
  - Inspect relief valves
  - Oil heater check (if applicable)
  - Check for corrosion of machines
  - Complete service report for customer
  - Change refrigerant filter driers (if applicable)
  - Electronic refrigerant leak check
  - Removal of surface debris from condenser coils
  - Clean work area

### Condenser Coil Cleaning <250T

- #### • Per Manufacturer Recommendations



## Detailed Description of Work

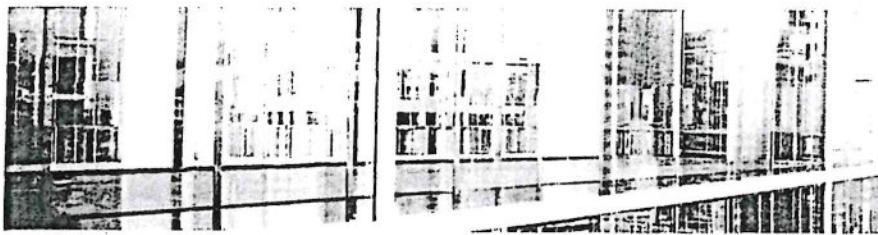
09DPM0506C--6104

Quantity	1
S/N	
Location	
Description	Carrier Packaged Unit - 48/50A

	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	3	3	3

### Operating Inspection

- Check general condition of unit
- Check condition of cooling/htg coil (if applicable)
- Visually inspect return air filter and filter frame integrity (record pressure drop with magnehelic gauge if required)
- Inspect and report the internal condition of adjacent supply air ductwork
- Flush condensate traps, tray, drains and tundish to ensure flow and add pan tabs
- Refrigerant leak test unit as required
- Check the blower fan operation and drive
- Check and record the compressor(s) suction & discharge temperature/pressures (if fitted)
- Lubricate equipment as needed
- Check sump heater condition and operation (if fitted)
- Check the condition of condenser coils and look for signs of oil and refrigerant
- Removal of surface debris from condenser coils
- Check the condition of the condenser fans & cycling control (if applicable)
- Check contactors, wiring and terminations for signs of overheating and report if necessary
- Check operation of all controls and safeties
- Check condition of damper and actuators as necessary
- Complete service report for customer



## Detailed Description of Work

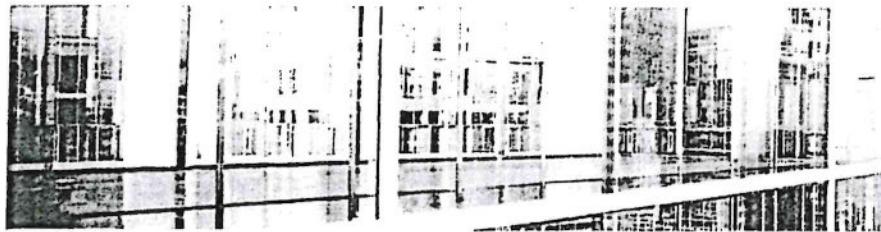
09DPM0506C--6104

Quantity	1
S/N	
Location	
Description	Carrier Packaged Unit - 48/50A

	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	3	3	3

### Operating Inspection

- Check general condition of unit
- Visually inspect return air filter and filter frame integrity (record pressure drop with magnehelic gauge if required)
- Flush condensate traps, tray, drains and tundish to ensure flow and add pan tabs
- Check the blower fan operation and drive
- Lubricate equipment as needed
- Check the condition of condenser coils and look for signs of oil and refrigerant
- Check the condition of the condenser fans & cycling control (if applicable)
- Check operation of all controls and safeties
- Complete service report for customer
- Check condition of cooling/htg coil (if applicable)
- Inspect and report the internal condition of adjacent supply air ductwork
- Refrigerant leak test unit as required
- Check and record the compressor(s) suction & discharge temperature/pressures (if fitted)
- Check sump heater condition and operation (if fitted)
- Removal of surface debris from condenser coils
- Check contactors, wiring and terminations for signs of overheating and report if necessary
- Check condition of damper and actuators as necessary



## Detailed Description of Work

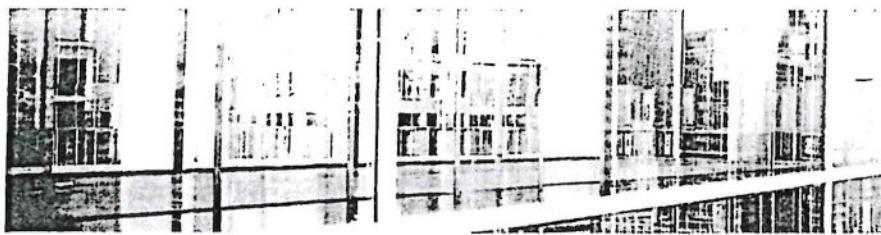
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Quantity	1
S/N	
Location	
Description	Carrier Packaged Unit - 48/50A

	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	3	3	3

### Operating Inspection

- Check general condition of unit
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- Visually inspect return air filter and filter frame integrity (record pressure drop with magnehelic gauge if required)
- Inspect and report the internal condition of adjacent supply air ductwork
- Flush condensate traps, tray, drains and tundish to ensure flow and add pan tabs
- Refrigerant leak test unit as required
- Check the blower fan operation and drive
- Check and record the compressor(s) suction & discharge temperature/pressures (if fitted)
- Lubricate equipment as needed
- Check sump heater condition and operation (if fitted)
- Check the condition of condenser coils and look for signs of oil and refrigerant
- Removal of surface debris from condenser coils
- Check the condition of the condenser fans & cycling control (if applicable)
- Check contactors, wiring and terminations for signs of overheating and report if necessary
- Check operation of all controls and safeties
- Check condition of damper and actuators as necessary
- Complete service report for customer



## Detailed Description of Work

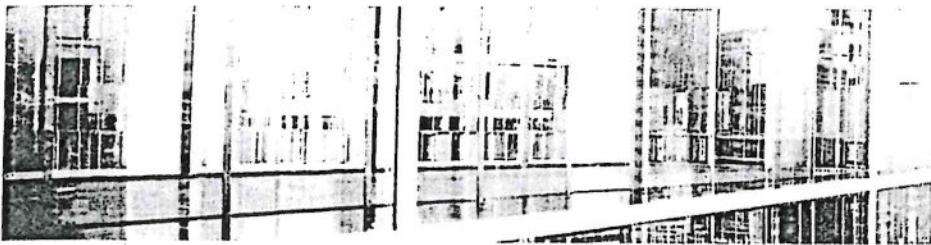
09DPM0506C--6104

Quantity	1
S/N	
Location	
Description	Carrier Packaged Unit - 48/50A

	Frequency of services		
	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>
Operating Inspection	3	3	3

### Operating Inspection

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- Check condition of damper and actuators as necessary
- Complete service report for customer



## Carrier® Service Agreement

Paul Birk  
CITY OF GARFIELD HEIGHTS  
5411 Turney Rd  
Garfield Heights, OH 44125-3203

Quote #: 00770147  
Submitted By: Jason Lockett Sr  
Date: 08/11/2023

### Service Plan

Carrier Core as defined in General Services section.

### Agreement Term

This Agreement shall become effective upon 09/15/2023 and shall continue for a Three (3) year term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

### Agreement Price

Total agreement price is for Three (3) year(s), payable on quarterly schedule.

Agreement price per quarter: \$2,075.00

Agreement price in year one: \$8,300.00

Total agreement price: \$24,900.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

### Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Paul Birk SR

Customer Acceptance (typed/printed name)

Parks / Recreation Director

Title

Paul Birk Sr.

Customer Acceptance (signature)

9-1-23

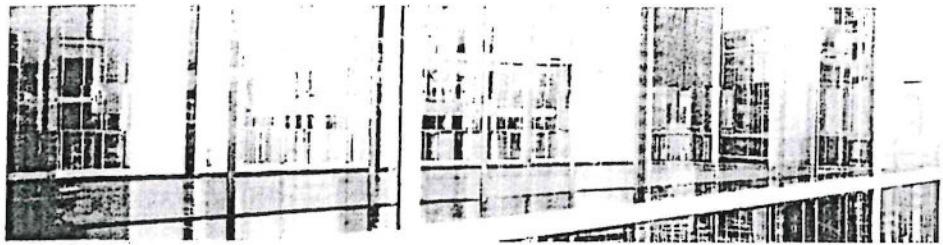
Date

Carrier Acceptance (typed/printed name)

Title

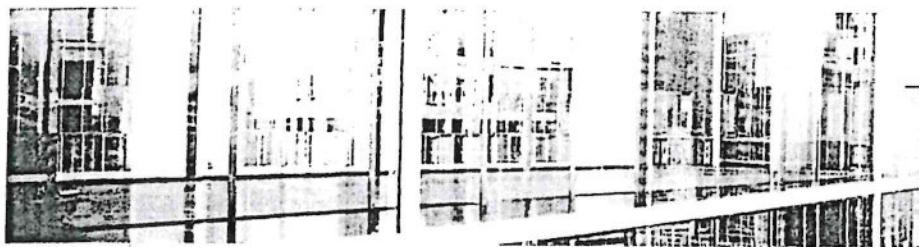
Carrier Acceptance (signature)

Date



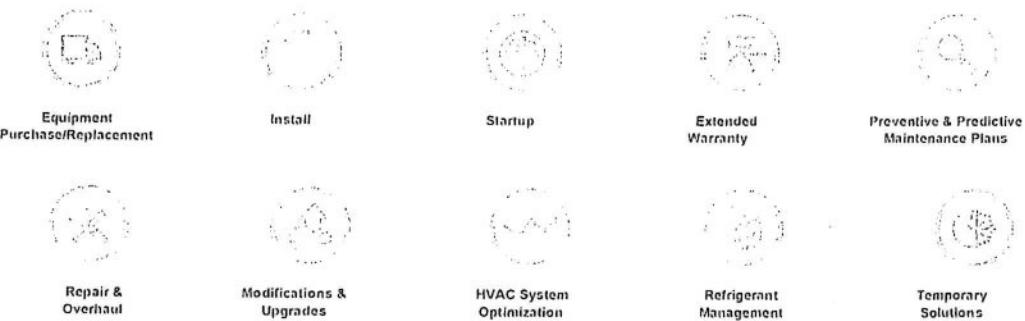
## Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.



## Comprehensive Life-Cycle Support

In addition to the services outlined in this proposal, Carrier provides a complete lineup of other services to cover all your cooling and heating needs. Here are a few services that we feel would additionally benefit you.

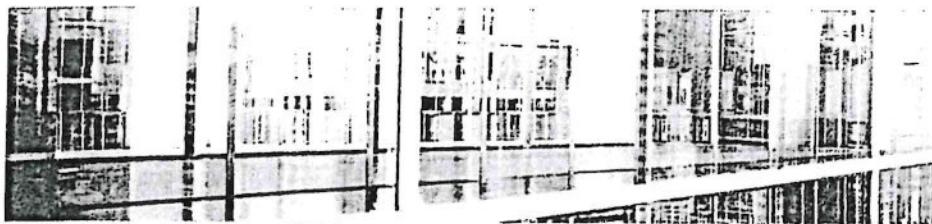


For more information, please contact your Carrier® team or visit [carrier.com/service](http://carrier.com/service).



24/7 SUPPORT & SERVICE  
**1-800-379-6484**  
WWW.CARRIER.COM/COMMERCIAL





## Carrier® Terms and Conditions

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

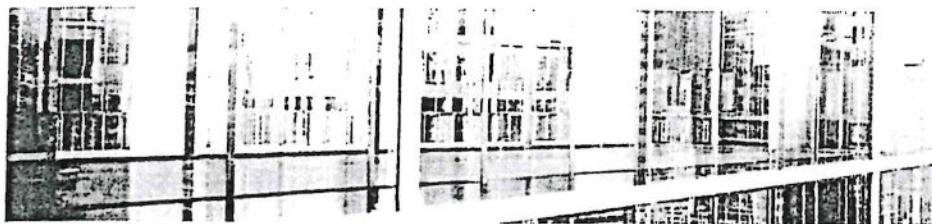
**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to

Customer any transferable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or re-installation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is



present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS (Service Contracts only)** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS (Service Contracts only)** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this

Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

**Source Data** - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

**Analytics Platform** - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA (Service Contracts only)** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

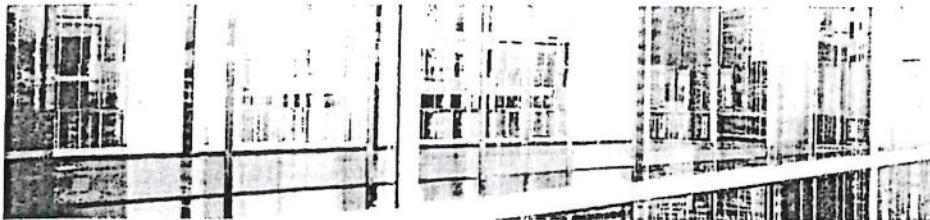
**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by



Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of

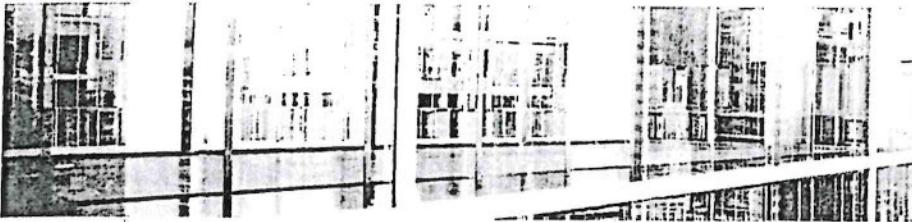
the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at [Carrier.com](https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice) or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable



commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** –

The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**32. CHANGE ORDER / ADDITIONAL WORK / PRICE**

**ADJUSTMENTS** – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import

duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

**33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health

Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

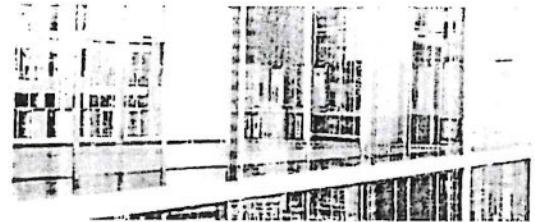
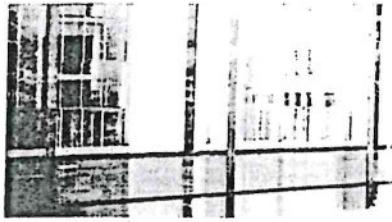
**34. ANTI-DISCRIMINATION POLICY** – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

[https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm199-109848.pdf](https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf)

**35. EQUIPMENT RENTALS** – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at

<https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>

shall apply to the rental equipment.



Over 100 years of innovation  
[carrier.com/service](http://carrier.com/service)

RESOLUTION NO.:

14-2023

THIRD READING

SPONSORED BY:

COUNCILPERSON AVERY JOHNSON

A RESOLUTION ON BEHALF OF THE CITY OF GARFIELD HEIGHTS COMMENDING BUSINESS OWNER, VIPUL PATEL FOR HIS GENEROSITY AND OUTSTANDING SERVICE TO THE COMMUNITY

WHEREAS, Vipul Patel is married to Mina Patel and together they have two children, Neel Patel (Son), and Nirali Patel (Daughter); and

WHEREAS, Vipul has owned and operated Mr. Hero in Garfield Heights since 1994; and

WHEREAS, Vipul's key to success is his loyal employees and his commitment to customer service and satisfaction; and

WHEREAS, Vipul has a longstanding commitment to philanthropy while supporting numerous organizations; and

WHEREAS, Vipul was awarded the Crystal Award for Outstanding Citizen on behalf of the Black History Program; and

WHEREAS, Vipul never hesitates to help our community with yearly generous donations of certificates for meals; he most recently donated two palettes of water to Ward 5 – Councilwoman Rachelle Tonsing's Water Drive for East Palestine, Ohio; and

WHEREAS, The City of Garfield Heights recognizes and commends Vipul Patel for his business success, generosity, and service to the community.

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

SECTION 1. The City of Garfield Heights hereby commends business owner, Vipul Patel for his generosity and outstanding service to the community.

SECTION 2. The Clerk be and is hereby authorized and directed to transmit a copy of this Resolution to Vipul Patel, and to the local news media.

SECTION 3. This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
MAYOR

PRESIDENT OF COUNCIL - *Pro Temp*

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

EFFECTIVE DATE \_\_\_\_\_

RESOLUTION NO. 16-2023

SPONSORED BY: MAYOR MATTHEW BURKE

CO-SPONSORED BY: COUNCIL AS A WHOLE

Passed 6-0  
Adopted 9-11-2023  
Eff. 9-11-2023

AN EMERGENCY RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

WHEREAS, this Council, in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2024; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio, has certified its action thereon to this Council, together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the Ten Mill Limitation.

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

SECTION 1. The amounts and rates as determined by the Budget Commission in its certification are hereby accepted.

SECTION 2. There be and is hereby levied on the Tax Duplicate of said City, the rate of each tax necessary to be levied within and without the Ten Mill Limitation as follows:

#### SCHEDULE A

Summary of amount required from General Property Tax approved by the Budget Commission and County Auditor's estimated tax rate.

	Amount to be Derived from Levies Outside	Amount Approved By Budget Commission Inside	County Auditor's Estimate of Tax Rate to be Levied
		Inside 10 M.	Outside 10 M.
General Fund	622,823	-0-	1.76
Gen. Bond Retirement	-0-	1,288,110	3.64
Police Pension	106,163	-0-	.30
Recreation	53,081	-0-	.15
Fire Pension	106,163	-0-	.30
Permanent Improvement	353,877	-0-	1.00
Police & Fire Salary	7,289,856	-0-	20.60
Street Lighting	406,958	-0-	1.15
TOTAL	8,938,921	1,288,110	3.64 25.26

RESOLUTION NO. 16-2023  
PAGE TWO

SECTION 3. The Clerk of Council is hereby authorized and directed to certify a copy of this Resolution to the County Auditor.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety of said city and for the further reason that it is necessary for the daily operation of municipal departments and shall take effect immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Bick

MAYOR

Chub Darke

PRESIDENT OF COUNCIL - Pro Temp

ATTEST: Lottie Ouelly

CLERK OF COUNCIL

EFFECTIVE DATE: 9-11-2023

RESOLUTION NO. 17-2023

Passed 6-0  
Eff. 9-11-2023  
Adopted 9-11-2023

SPONSORED BY: MAYOR MATTHEW BURKE  
CO-SPONSORED BY: COUNCIL AS A WHOLE

AN EMERGENCY RESOLUTION REQUESTING  
ADVANCE IN TAX SETTLEMENT.

WHEREAS, Section 321.34 of the Revised Code of the State of Ohio provides that any money in the County Treasury to the account of this City and lawfully applicable to the purpose of the current fiscal year may be drawn upon by request if this Council so requests by Resolution.

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

SECTION 1. The Auditor of Cuyahoga County be and is hereby requested to pay to the Finance Director of this City any money in the County Treasury to the account of this City and lawfully applicable to the purpose for the Fiscal Year of 2024.

MOTION BY: Seither SECONDED BY: All

that Resolution No. 17-2023 be adopted.

STACY COLLIER	AYE <input checked="" type="checkbox"/>	NAY _____
CHARLES DONAHUE	AYE <input checked="" type="checkbox"/>	NAY _____
JASON SEITHER	AYE <input checked="" type="checkbox"/>	NAY _____
AVERY JOHNSON	AYE <input checked="" type="checkbox"/>	NAY _____
RACHELLE TONSING	AYE <input checked="" type="checkbox"/>	NAY _____
CLIFFORD KELLY	AYE <input checked="" type="checkbox"/>	NAY _____
THOMAS VAUGHN - <u>Absent</u>	AYE _____	NAY _____

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the preservation of the public health, safety, and welfare; therefore, this Resolution shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Ruthie Ouerly  
CLERK OF COUNCIL

Chad Dah  
PRESIDENT OF COUNCIL - pro Temp

EFFECTIVE DATE: 9-11-2023

Eff. 9-11-2023  
Adopted 9-11-2023  
Passed 6-0

RESOLUTION NO.: 18-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

COSponsor All of Council Present

AN EMERGENCY RESOLUTION APPOINTING JONATHAN HOLLAND TO THE GARFIELD HEIGHTS LAND REUTILIZATION PROGRAM, COMMENCING IMMEDIATELY AND ENDING DECEMBER 31, 2026

WHEREAS, In Ordinance No. 67-1987, The Department of Economic Development implemented and adopted a Land Reutilization Program established pursuant to Chapter 5722 of the Ohio Revised Code to allow the City to manage, upgrade, and improve nonproductive lands within the City of Garfield Heights; and

WHEREAS, Ordinance No. 45-1993 amended the policy established for the Garfield Heights Land Reutilization Program ("GHLRP"); and

WHEREAS, the Mayor wishes to appoint Jonathan Holland to the Garfield Heights Land Reutilization Program (to fill a vacancy) for the term commencing immediately and ending on December 31, 2026.

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

SECTION 1. The appointment of Jonathan Holland to the Garfield Heights Land Reutilization Program of the City of Garfield Heights, Ohio, commencing immediately and ending December 31, 2026, is hereby ratified and approved by this Council.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the citizens of the City of Garfield Heights, Ohio, and to enable the Garfield Heights Land Reutilization Program of the City of Garfield Heights, Ohio to function as prescribed by law and the City Charter, and shall be in full force and effect from and after its passage and approval by the Mayor, otherwise at the earliest period allowed by law.

PASSED: 9-11-2023

APPROVED: Matthew A. Burke  
MAYOR

Chad Dauber /

PRESIDENT OF COUNCIL - Pro Temp

ATTEST: Lorraine Owerly  
CLERK OF COUNCIL

EFFECTIVE DATE: 9-11-2023