

Passed
7-0

Eff. 10-23-2023
Adopted. 10-23-21

ORDINANCE NO.: 92-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Cosponsored by

All of Council

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH CINTAS FOR THE PURPOSE OF RENTING UNIFORMS AND FACILITY SERVICE PRODUCTS

WHEREAS, The City of Garfield Heights consistently uses Cintas to provide uniforms and facility service products (floor mats, towels, mops, etc.) for use throughout all municipal buildings, and

WHEREAS, the City's current agreement with Cintas is scheduled for renewal in 2023, and

WHEREAS, at this time, the City would like to renew its agreement with Cintas under OMNIA Partners Communities contract No. 222886, and

WHEREAS, in Resolution 6-2018, Garfield Heights City Council approved the City registering with U.S. Communities to receive access to government contracts for the purpose of cooperative purchasing, and

WHEREAS, U.S. Communities is now a member of OMNIA Partners; accordingly, this contract does not require competitive bidding.

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 enter into an agreement (attached hereto as Exhibit A, and incorporated as if fully written within) with Cintas for the rental of uniforms and facility services.

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 preservation of the public health, safety and welfare; therefore, this Ordinance 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: 10-23-2023

APPROVED: *Matthew A. Burke*
MAYOR

Theresa Vaughn
PRESIDENT OF COUNCIL

ATTEST: *Lottie Overly*
CLERK OF COUNCIL

EFFECTIVE DATE: 10-23-2023



STANDARD RENTAL SERVICE AGREEMENT

New _____ Renewal X

Location 12 Contract No. 210313719 Customer No. 14072403 Date: _____
Customer: CITY OF GARFIELD HEIGHTS Phone: (216) 475-1504
Address: 13600 MCCracken RD. City: GARFIELD HEIGHTS State OHIO Zip: 44125

UNIFORM PRICING:

Item #	Description	Rental Freq.	Unit Price
X275	HI PERFORMANCE POLO	WEEKLY	\$ 0.243
X340	COTTON WORK PANTS	WEEKLY	\$ 0.270
X60694	FR CTN/BLEND WORK SH	WEEKLY	\$ 0.528
X70644	FR CTN/BLEND WORK PT	WEEKLY	\$ 0.523
X865	PLEATED PANT	WEEKLY	\$ 0.203
X935	COMFORT SHIRT	WEEKLY	\$ 0.149
X945	COMFORT PANT	WEEKLY	\$ 0.189
X970	HIP LENGTH JKT	WEEKLY	\$ 0.425
X396	CARHARTT RIPSTOP SHIRT	WEEKLY	\$ 0.520
X74533	CARHARTT RIPSTOP PANT	WEEKLY	\$ 0.543
X278	CARHARTT T-SHIRT	WEEKLY	\$ 0.416
X22935	COMFORT FLEX SHIRT	WEEKLY	\$ 0.273
X23945	COMFORT FLEX PANT	WEEKLY	\$ 0.298
X23270	COMFORT FLEX CARGO PANT	WEEKLY	\$ 0.298

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Unit Price
X1919	2X3 WELLNESS AF MAT ONYX	WEEKLY	\$ 3.000
X2590	36" DUST MOP	WEEKLY	\$ 0.568
X84035	3X10 BLACK MAT	WEEKLY	\$ 3.724
X84035	3X10 BLACK MAT	EOW	\$ 5.594
X84050	3X10 BROWN MAT	WEEKLY	\$ 3.724
X10184	3X5 ACTIVE SCRAPER	WEEKLY	\$ 1.354
X84335	3X5 BLACK MAT	EOW	\$ 4.158
X84335	3X5 BLACK MAT	WEEKLY	\$ 2.776
X84350	3X5 BROWN MAT	WEEKLY	\$ 2.776
X84435	4X6 BLACK MAT	WEEKLY	\$ 3.386
X84450	4X6 BROWN MAT	WEEKLY	\$ 3.386
X84535	4X8 BLACK MAT	EOW	\$ 8.941
X84535	4X8 BLACK MAT	WEEKLY	\$ 3.724
X2191	FENDER COVER	WEEKLY	\$ 0.677
X7540	GREY MICROFIBER WIPE	WEEKLY	\$ 0.108
X9020	HRDWND WHT PAPER SM	ANY	\$ 64.920
X9323	INST HAND SANT GEL RFL	MONTHLY	\$ 10.240
X7702	JRT TOILET PAPER CAS	EOW	\$ 57.090
X9110	JRT TOILET PAPER RFL	ANY	\$ 57.090
X6116	MM AIR FRESHENER SVC	WEEKLY	\$ 1.354
X27026	SIG AIR SVC	WEEKLY	\$ 4.600
X20004	SIG AUTOPAPER SVC	WEEKLY	\$ 1.570
X27069	SIG SOAP SVC	MONTHLY	\$ 11.039
X2169	SM SHOP TWL - BLUE	LR	\$ 0.610
X2169	SM SHOP TWL - BLUE	WEEKLY	\$ 0.081
X2650	WET MOP LARGE	WEEKLY	\$ 1.892

- This agreement is effective as of the date of execution for a term of 60 months from date of agreement.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Credit Terms - Charge Payments Due 10 Days After End of Month
- Minimum Charge (75% of the greater of the average of the first 4 weeks of invoicing or most recent 4 weeks of invoicing)

- Automatic Lost Replacement Charge: Item: X2169 % of Inventory 4% \$ 0.610 ea.
- Automatic Lost Replacement Charge: Item: X7540 % of Inventory 9% \$ 2.400 ea.
- Name Emblem \$ 1.55 ea. • Company Emblem \$ 1.55 ea.
- Customer Emblem \$ 1.55 ea. • Embroidery \$ 1.55 ea.
- Make-Up Charge \$ 3.99 per garment
- Non-Standard/Special Cut Garment (i.e., non-standard unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.00 per garment
- Service Charge \$ 0.00 per delivery

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples".

A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.

- Uniform Advantage \$ 0.070 per garment • Premium Advantage \$ 0.11 per garment
- Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost of unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.

- Emblem Advantage \$ 0.05 per garment Emblem Advantage covers name and company emblems initially selected by Customer.

The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.

- Prep Advantage \$ 0.04 per garment Prep Advantage covers all costs associated with garment preparation.

The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.

- Other AGREEMENT TO INCLUDE ALL ACCOUNTS AT LISTED LOCATIONS ON PAGE 3. NO API YEAR 1 AND 2 / API NOT TO EXCEED 5% YEARS 3, 4, 5.

Cintas Loc. No. _____

Please Sign Name Matthew A Burke

By _____

Please Print Name Matthew A Burke

Title _____

Please Print Title MAYOR

Accepted-GM: _____

E-mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services. Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
10. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement. and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term. or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts. and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties
14. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.



Multi-Location Addendum
to the Rental Service Agreement between
Cintas Corporation and City of Garfield Heights

In addition to the City of Garfield Heights location at 13600 McCracken Rd. Garfield Heights Ohio, the following accounts and facilities will also be included in the Rental Service Agreement:

ACCOUNT #	ACCOUNT NAME	ADDRESS	CITY	STATE
14072403	CITY OF GARFIELD HEIGHTS	13600 MCCRACKEN RD	GARFIELD HEIGHTS	OH
14072574	DAN KOSTEL RECREATION CTR	5411 TURNEY RD	GARFIELD HEIGHTS	OH
14073011	CITY OF GARFIELD HTS SVC	13600 MCCRACKEN RD	GARFIELD HEIGHTS	OH
14073173	GARFIELD HEIGHTS RECREATION	5411 TURNEY RD	GARFIELD HEIGHTS	OH
14073364	CITY OF GARF HTS JUST	5555 TURNEY RD	GARFIELD HEIGHTS	OH
14073415	GARFIELD HEIGHTS CIVIC CTR	5407 TURNEY RD	GARFIELD HEIGHTS	OH
14073455	CITY OF GARFIELD HEIGHTS FIRE	5115 TURNEY RD	GARFIELD HEIGHTS	OH

Cintas Corporation:

Date: _____
Sign Name: _____
Print Name: _____
Print Title: _____

City of Garfield Heights:

Date: _____
Sign Name: Matthew A Burke
Print Name: Matthew A Burke
Print Title: MAYOR

Passed 7-0
eff 10-23-2023
Adopted 10-23-2023

RESOLUTION NO.: 24-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO sponsored by

All of Council

AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO APPLY FOR THE OHIO DEPARTMENT OF COMMERCE'S DIVISION OF STATE FIRE MARSHAL 2024 SMALL GOVERNMENT FIRE DEPARTMENT SERVICES REVOLVING LOAN PROGRAM

WHEREAS, The Small Government Fire Department Services Revolving Loan Program was created by the Ohio General Assembly to assist local governments in funding certain fire department major related expenses, and

WHEREAS, a revolving loan can be used to expedite the purchase of major firefighting, rescue or EMS equipment, or be used for the construction or renovation of fire department buildings, and

WHEREAS, the loan could potentially be used to finance the purchase of a 2023 Road Rescue Ultramedic ambulance and a 2024 Toyne Fire Engine, approved by this council with the passage of Ord. 34-2022 and Ord. 14-2023, respectively.

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 to apply for the Ohio Department of Commerce's Division of State Fire Marshal 2024 Small Government Fire Department Services Revolving Loan Program.

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 Resolution to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance 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: 10-23-2023

APPROVED:

Matthew A. Burke

MAYOR

Sam J. Voss

PRESIDENT OF COUNCIL

ATTEST:

Lottie Overly

CLERK OF COUNCIL

EFFECTIVE DATE:

10-23-2023

Res. 10-23-2023
adopted 10-23-2023
Passed 7-0

RESOLUTION NO.: 25-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Co sponsored by All of Council

AN EMERGENCY RESOLUTION APPOINTING JOSEPH
MAIMONE 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 Joseph Maimone to the Garfield Heights Land Reutilization Program (to fill a vacancy) for the term commencing immediately and ending on December 31, 2026.

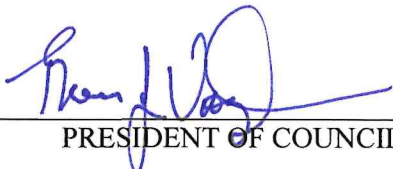
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The appointment of Joseph Maimone 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: 10-23-2023

APPROVED: 
MAYOR


PRESIDENT OF COUNCIL

ATTEST: 
CLERK OF COUNCIL

EFFECTIVE DATE: 10-23-2023

RESOLUTION NO:

26-2023

SPONSORED BY:

COUNCILMAN CHARLES DONAHUE

CO-SPONSORED BY:

MAYOR MATTHEW BURKE

Passed 6 yes 1 no
adopted 10-23-2023
eff. 11-22-2023
Johnson, Kelley, Collier, Tonsing

A RESOLUTION ON BEHALF OF THE MAYOR AND COUNCIL
HONORING WARD 7 COUNCILMAN THOMAS VAUGHN FOR
HIS 14 YEARS OF OUTSTANDING AND DEDICATED SERVICE
TO THE CITY OF GARFIELD HEIGHTS

WHEREAS, Thomas Vaughn was born in Garfield Heights and grew up on S. Highland with his parents Charles and Noreen Vaughn and two (2) sisters Maryellen and Mary-Kate; and

WHEREAS, he attended St. Therese Catholic School on Granger Rd and is a proud Alum of Holy Name High School class of 1975; and

WHEREAS, Tom attended the University of Cincinnati College of Mortuary Sciences but decided to make a career change and attend the College of Borneo and joined the Seminary; and

WHEREAS, Tom met his beloved wife Barbara, a graduate of Garfield Heights High School while working together at the Wendy's on Turney Road. The two married on October 29, 1983, at St. Therese Church and are proudly celebrating their 40th wedding anniversary this year; and

WHEREAS, Tom and Barbara raised their children Bryan (35) Michael (32) and Ian (24). He is a proud grandfather to his three (3) granddaughters – Julia Grace (7) Bailey Erin (7) and Nora Kathleen (2); and

WHEREAS, He was elected to Garfield Heights City Council as the Ward 7 Representative on November 9, 2009, and has served on council for the last 14 years including several terms as Council President; and

WHEREAS, Tom was active in several community programs through St. Monica Parish including the Holy Name Society, 250 Club, Tri-M, St. Monica Carnival – administrative counsel, Parish Council and served as an usher. Tom was also a member of the Knights of Columbus Council #4130 and was a 4TH Degree Knight. He is a member of the Garfield Heights Democratic Club; and

WHEREAS, Tom loved serving the residents of Garfield Heights by answering their phone calls, investigating complaints, solving problems, and working with other council members and the city administration to provide services and always maintained a positive attitude; and

WHEREAS, Tom will be retiring after his term ends and is looking forward to beginning a new adventure residing in Seven Hills.

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

SECTION 1. The Mayor and Council on behalf of the residents of the City of Garfield Heights join to honor and thank Thomas Vaughn for his outstanding and dedicated service to the City of Garfield Heights.

SECTION 2. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 10-23-2023

APPROVED: Matthew Burke
MAYOR

Charles Donahue
PRESIDENT OF COUNCIL President Pro Temp

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE 11-22-2023