

Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025

ORDINANCE NO.

01-2025

SPONSORED BY:

MAYOR MATTHEW A. BURKE

CO-SPONSORED BY:

COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE COMMISSIONER OF PURCHASES AND SUPPLIES, FINANCE DIRECTOR, AND THE MAYOR OR HIS DESIGNEE TO ADVERTISE FOR PROPOSALS FOR VARIOUS MATERIALS, SERVICES AND SUPPLIES FOR THE YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

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

SECTION 1. For the year ending December 31, 2025, the Commissioner of Purchases and Supplies, Finance Director, and the Mayor or his Designee are hereby authorized and directed to advertise for proposals for furnishing the following equipment, materials, services and supplies to be used by various departments of the City where it is reasonable to expect the expenditures for the following items will exceed Seventy-Seven Thousand Two Hundred and Fifty Dollars (\$77,250.00) (pursuant to R.C. 735.05) during such year:

Gasoline, kerosene, diesel fuel, lubricating and fuel oil, vehicle fluids and greases, salt, calcium chloride, liquid chlorine;

Sand, slag, stone, slag screening, gravel, limestone, paving brick, premixed concrete, rock asphalt, hot and cold premixed bituminous asphalt filler, asphalt, asphalt emulsion, penetration asphalt, and road oil;

Sewer brick, vitrified sewer pipe, vitrified liner plate, concrete sewer pipe, corrugated metal sewer pipe, cast iron manhole or catch basin frames and covers, miscellaneous castings;

Cast iron pipe, hydrants, hydrant repair services, valves and other appurtenances;

Cables, illuminating traffic signals and appurtenances, traffic signs and appurtenances, steel poles, street name signs and appurtenances;

Paint, building brick, glass block, lumber, plumbing fixtures and supplies, electrical fixtures and supplies, roofing materials, fencing materials, building tile, asphalt materials, printing, swimming and ice supplies, tree grates, tree planting, painting of swimming pool and recreation buildings, flooring materials and installation, sodium hyper chlorite;

Cinders, topsoil, sod, grass seed, leaf disposal, fertilizer, shrubs, trees and other materials for planting and improving city property, playground equipment, playground oil and spray materials, cleaning of buildings and windows, recreation shirts, caps and trophies, refuse collection and disposal, linen service, employee uniform service, building mats and appurtenances, paint striping and glass beads, snow removal for seniors;

Fire hose, tires and tubes, police revolvers, street sweeper broom fiber, warning lanterns, parts for automobiles, trucks, road maintenance equipment, towing services, snow equipment, radio, radio appurtenances, office furniture, copy equipment, and office supplies;

Automobile insurance, general liability insurance, property insurance, public officials' insurance, crime policy, inland marine policy, false arrest insurance, boiler and machinery insurance, electronic equipment/media coverage, employer's liability coverage, employee benefits liability, public liability insurance, insurance for senior center, umbrella policy insurance, police professional insurance, fire department error & omissions insurance, comprehensive governmental package policies;

Building maintenance, repairs and remodeling;

Heating and cooling maintenance, and repairs, plumbing maintenance and repairs, vehicle maintenance and repairs;

Furnishing lines to Fire and Police Departments, ammunition, emergency light bars and sirens;

Active fund depository, interim fund depository, computer hardware and software, fireworks, tree trimming and removal, independent private audit of City records.

Said bids and specifications to be filed in the Division of Purchases and Supplies, in the Department of Finance; and that the Mayor or his designee is hereby authorized and directed to enter into contracts with the lowest and best bidder upon approval of the Board of Control.

SECTION 2. The authority granted under this Ordinance expires December 31, 2025.

SECTION 3. This Ordinance is declared to be an emergency measure in that the adoption of the Charter created the Division of Purchases and Supplies and it is immediately necessary to make purchases for the conduct of the ordinary affairs of the City, and for the health, welfare, peace, and safety of its residents, and it shall take effect immediately upon its passage and approval by the Mayor.

PASSED: 1-13-2025

APPROVED: Matt A. Bl
MAYOR

Suey Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 1-13-2025

ORDINANCE NO.

02-2025

Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025

SPONSORED BY:
CO-SPONSORED BY:

MAYOR MATTHEW A. BURKE
COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE TO ESTABLISH A MAXIMUM AMOUNT
FOR BLANKET CERTIFICATES FOR THE FISCAL YEAR
ENDING DECEMBER 31, 2025, AND DECLARING AN
EMERGENCY

WHEREAS, Ohio Revised Code Section 5705.41(D) states that fiscal officers may prepare so-called "blanket" certificates for a certain sum of money not in excess of an amount established by resolution or ordinance adopted by a majority of the members of the legislative authority against any specific line item account over a period not running beyond the end of the current fiscal year. The blanket certificates may, but need not, be limited to a specific vendor. Only one blanket certificate may be outstanding at one particular time for any one particular line item appropriation; and

WHEREAS, the City of Garfield Heights uses blanket certificates, also referenced as blanket purchase orders, throughout the year; and

WHEREAS, this City Council wishes to establish each fiscal year a maximum amount for which blanket purchase orders will be used by the City in accordance with the above Ohio Revised Code Section through a formal ordinance.

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

SECTION 1. For the year ending December 31, 2025, the Finance Director is hereby authorized and directed to establish blanket certificates also referenced as blanket purchase orders for furnishing equipment, materials, services, maintenance, utilities, insurance and supplies to be used by various departments of the City where it is reasonable to expect the blanket purchase orders for the following items will not exceed Seventy-Seven Thousand Two Hundred and Fifty Dollars (\$77,250.00) during such year.

SECTION 2. The authority granted under this Ordinance expires December 31, 2025.

SECTION 3. This Ordinance is declared to be an emergency measure in that the adoption of the Charter created the Division of Purchases and Supplies and it is immediately necessary to make purchases for the conduct of the ordinary affairs of the City, and for the health, welfare, peace, and safety of its residents, and it shall take effect immediately upon its passage and approval by the Mayor.

PASSED: 1-13-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 1-13-2025

Vote Outcome: Passed
Yes: 10 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025

ORDINANCE NO.: 03-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING SERVICES TO THE CITY OF GARFIELD HEIGHTS FOR 2025 THROUGH 2027, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Garfield Heights has deemed it to be in the best interest of the City to enter into an agreement with OHM Advisors to provide engineering services to the City of Garfield Heights for the years 2025 through 2027.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with OHM Advisors to provide engineering services to the City of Garfield Heights for the years 2025 through 2027 delineated in Exhibit A attached hereto and made a part hereof as if fully rewritten herein.

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: 1-13-2025

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 1-13-2025



RE: City of Garfield Heights – Engineering Services

Contract: 2025, 2026, & 2027

Proposal # 24201

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Proposal Outline

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Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Garfield Heights, Cuyahoga County, Ohio
- “OHM” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

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CLEVELAND OHIO 44103

T 216.865.1335

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Task #1 Municipal Engineering Services

• Overview:

- OHM will provide a Professional Engineer, registered in the State of Ohio, as well as an Engineering Rep. to the Municipality for the purposes of handling the City Engineer duties per City Ordinance and also in accordance with the Scope of Services and Fee for Services listed below.
 - OHM shall perform these services as a private Consultant.
 - OHM is not a “Public Official” or “Public Employee”, nor does OHM have any supervisory control over any Municipality staff.
 - OHM shall report directly to the Mayor who will act in the role of Manager for OHM.

• Scope of Services:

- This includes all hours, duties, services, funding applications, and reports listed below. The entire list is not inclusive and additional services may be added upon agreement of the City and OHM Advisors.
 - Technical Advisor
 - Providing technical support to the Mayor, Council and Administration on all engineering-related issues involving Municipality.
 - Provide reports to the Mayor and Council as requested.
 - Coordinate with the County, Regional, State, and Federal Agencies on all engineering-related issues involving the Municipality.
 - Meetings & Coordination
 - Coordinate with Mayor, Administration, and Council on engineering-related topics pertinent to their department, ward, residents etc.
 - Attend Council, Committee Planning, Zoning, BZA, and other meetings at the request of the Mayor.
 - Capital Improvement Plan
 - Assist in maintaining the 5-year capital improvement plan for municipality owned infrastructure.
 - Funding Applications
 - To support the goals of the Municipality’s CIP, apply for grants and loans from various County, State, Federal, and Regional agencies.
 - Funding sources include but not limited to CDBG, OPWC, ODNT, FEMA, EPA, OWDA, and ODOT.
 - Includes application, research, concept plan, and cost estimating.

• Fee for Services:

- OHM shall invoice monthly, in accordance with the Fee Schedule, for Task #1 services.
 - Fee shall be set for the entire calendar year of the contract and will not change, unless at the Municipality’s request, mutually agreed upon changes can be made to the fee and scope of services for Task #1.



Task #2 Review: Private Sector Development

- **Overview:**
 - This task has been provided in the proposal to allow the Municipality to hire OHM to perform plan review and construction inspection on private sector development projects within Municipality.
 - For Conflict-of-Interest reasons, OHM shall not perform services for private sector developments within Municipality.
 - OHM will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of Municipality, for Private Sector Development Projects.
 - **Professional Review Account (PRA) Program Overview:**
 - OHM shall work with the Municipality to setup the PRA.
 - On behalf of the Municipality OHM shall:
 - Request an initial deposit to the PRA by the Developer/Owner/Representative
 - Request additional deposits to the PRA, throughout the duration of the project, as necessitated by project costs.
 - Grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to Municipality.
 - Municipality shall pay OHM for such services via the PRA deposits.
 - In the event that Deposits are not received in a timely manner, Municipality and OHM shall work cooperatively to seek deposits via other means, including direct communications regarding past due deposits, stopping work on the project, collections, etc.
- **Scope of Services:**
 - On behalf of the Municipality OHM shall:
 - Review construction plans, plats, easements, surveys, etc., required for the construction of new developments, utilities, building additions, etc.
 - Provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, punch-list items, etc.
 - Provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - Coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.
- **Fee for Services:**
 - OHM shall invoice monthly, for work completed on Private Sector Development task(s).
 - This deposit-based system (PRA) assures that the Developer/Owner/Representative pays in advance for all professional services reviews. Since all fees should be paid via the PRA Account, there should be no net cost to the Municipality.
 - Fees to perform professional reviews and construction administration, management & inspection will be charged at OHM's standard hourly rates.



Task #3 Projects (As Authorized)

- **Overview:**

- This includes tasks and projects that include planning, design, and inspection of public infrastructure projects.
- Each task and project will be an amendment to this agreement and will have a separate scope of services and fee schedule.
- The Municipality by entering into this agreement for OHM has determined they are best qualified for specific additional services added to this agreement.

- **Scope of Services:**

- At the request of the Municipality, OHM shall prepare a scope of services and lump sum fee for the specific work requested by Municipality. The lump sum fee shall be as follows for service types:
 - Not to exceed 12% of the estimated construction value for design services valued over \$50,000.
 - Not to exceed 10% of the estimated construction value for construction administration and inspection services over \$50,000.
 - Not to exceed a negotiated amount of hours for planning and professional services not based on an estimated construction value or professional services under \$50,000.
- Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.

- **Fee for Services:**

- OHM shall invoice monthly based on estimated percent complete per task, for work completed.

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Fee Schedule

Task	Description	2025	2026	2027
Task #1	<i>Municipal Engineering Services</i>	\$ 5,350/month \$64,200/year	\$ 5,550/month \$66,600/year	\$5,750/month \$69,000/year
Task #2	<i>Review: Private Sector Development</i>	<i>Specific Contract for each Project (Separate Approval Required)</i>		
Task #3	<i>Projects (As Authorized)</i>	<i>Specific Contract for each Project (Separate Approval Required)</i>		

Executive Summary of Tasks:

Task #1: This includes municipal engineering services as outlined in this proposal.

Task #2: This includes professional plan review and construction engineering services for Private Sector Developments within the City.

Task #3: This includes the ability for the City to hire OHM for the purposes of Planning, Design, and/or Construction Engineering Services on public infrastructure projects such as Buildings, Parks & Recreation, Streets, Public Utilities, and other publicly owned infrastructure or publicly funded projects of any type.

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Contract Term

Contract Term shall be for three (3) consecutive calendar years, commencing on January 1, 2025, and terminating on December 31, 2027.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or OHM), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. The timeframe shown in this Termination Clause shall take precedent and override the timeframe shown in the Terms and Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Terms and Conditions

The Terms and Conditions attached herein shall be in effect for the entirety of the Contract Term shown above. The Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2, and #3 for the duration of those contracts.

Authorization

OHM Advisors

James Sickels
Community Representative

City of Garfield Heights

Name Date

1/14/25

Approved as to form:

Josh Slaga, PE
Principal

Name Date

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. **JOB SITE SAFETY.** Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. **CONTRACTOR SUBMITTALS.** If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. **CONSTRUCTION OBSERVATION.** If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. **HAZARDOUS MATERIALS.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. **WAIVER OF SUBROGATION.** The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. **THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. **CODE REVIEW/ACCESSIBILITY.** In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. **DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



FISCAL OFFICER'S CERTIFICATION

Date: January 13, 2025

Ordinance 03-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

2025 - \$64,200.00
2026 - \$66,600.00
2027 - \$69,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro
Fiscal Officer/Finance Director

Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025

ORDINANCE NO.: 04-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT FOR THE PURPOSE OF PARTICIPATING IN THE STORM WATER POLLUTION PREVENTION PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, each year, the City of Garfield Heights ("City") contracts with the Cuyahoga Soil and Water Conservation District ("SWCD") to ensure compliance with the Environmental Protection Agency's National Pollutant Discharge Elimination System Storm Water Permit; and

WHEREAS, under the agreement, attached hereto as Exhibit A, the City will continue to be provided with on-site technical assistance, storm water pollution prevention reviews, monthly inspections, and many other benefits (a letter of intent to renew said agreement is attached hereto as Exhibit B).

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

SECTION 1. The Mayor is hereby authorized and directed to renew an agreement with SWCD for a period of twelve (12) months following the passage of this Ordinance, the fee for services provided to not exceed Nine Thousand Four Hundred and Fifty Dollars (\$9,450.00).

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

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 effective immediately upon the adoption by Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 1-13-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 1-13-2025



January 13, 2025

By email only
khall@cuyahogaswcd.org

Kristin Hall
Cuyahoga Soil & Water Conservation District
3311 Perkins Ave, Suite 100
Cleveland, Ohio 44114

Re: Notice of Renewal for calendar Year 2025 – MCM #4 Active Construction & MCM #5 Post-Construction

Dear Ms. Hall:

This Letter shall constitute written notice that the City of Garfield Heights, Ohio wishes to continue to have Cuyahoga Soil & Water Conservation District perform SWP3 plan reviews, active construction site inspections and reporting and post-construction stormwater facility inspections and reporting through 2025 as outlined in the current memorandum of Understanding dated January 8, 2024 at an annual cost of Nine Thousand Four Hundred Fifty Dollars and No/Cents (\$9,450.00).

Thank you for your continued service to the city. Should you have any questions please contact me.

Sincerely,

Matthew Burke, Mayor

cc:
James Sickels, Engineering Department

Approved as to form:



[LAW DIRECTOR]

Mike Jirousek, Cuyahoga SWCD Board Chair

Date:

Date:

MEMORANDUM OF UNDERSTANDING

Between Cuyahoga Soil and Water Conservation District and the City of Garfield Heights

This Memorandum of Understanding ("MOU") is made this 3rd day of January, 2024 ("Effective Date"), between Cuyahoga Soil and Water Conservation District (SWCD) and City of Garfield Heights ("City"), for assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of its environment and water quality improvements. The Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD's authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties' understanding is as follows:

Project Tasks

Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES rules, will be reviewed by Cuyahoga SWCD as requested by the City.

Cuyahoga SWCD will: (i) perform stormwater pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (v) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

NPDES, Minimum Control Measure 4 – Stormwater Pollution Prevention/Erosion & Sediment Control

1. Cuyahoga SWCD will provide technical assistance, related to stormwater pollution prevention and stormwater quality management, as requested, including:
 - a. Preliminary site planning meetings or conference calls; and
 - b. Review of erosion and sediment control plans (ESCs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745.39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual.
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of:

- a. Technical advisory inspections (field reviews) and reporting (12 per year per site) of 6-10 active construction sites (≥ 1 acre)
- b. 1-5 initial ESC plan reviews, as received (≥ 1 acre)
- c. Subsequent SWP3 review, *as needed* (≥ 1 acre)
- d. Plan reviews for abbreviated construction plans will be performed at the request of the City.

3. Active construction program \$5,500.00

NPDES, Minimum Control Measure 5 – Post Construction Stormwater Management

1. Cuyahoga SWCD will provide technical assistance, related to stormwater pollution prevention and stormwater quality management, as requested, including: preliminary discussion, review, and technical assistance for SCM selection, including long term maintenance requirements for property owners; and
 - a. Design review of post-construction stormwater quality control measures (SCMs) for development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745.39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual.
 - b. 1-5 initial SCM plan reviews (≥ 1 acre)
 - c. Initial SWP3 reviews, as received (≥ 1 acre)
 - d. Subsequent SWP3 review, *as needed* (≥ 1 acre)
 - e. Installation inspection of select SCMs, including trees and other items as requested.
2. As required under the MS4 Permit, Cuyahoga SWCD will also provide annual inspections of post construction stormwater control measures (water quality and water quantity basins):
 - a. Transition meetings will be held with SWCD staff, city personnel and site personnel to review long-term operations and maintenance needs, and reporting requirements
 - b. Up to 25 water quality stormwater control measures, annual long-term maintenance field reviews of post- construction water quality facilities
 - c. Technical advisory inspection and reporting to the City and landowners with SCMs on their properties
 - d. Maintenance program fact sheets, individual site assessments and training, as needed or requested

3. Post-construction program \$3,100.00

Additional services Cuyahoga SWCD will provide:

1. Planning assistance, technical advice, and landowner follow up, including:
 - a. Technical assistance on local legislation if the City pursues universal application of accepted best management practices at construction sites;
 - b. Sound stormwater management;
 - c. Protection of sensitive natural areas;
 - d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands, or other unique areas that are planned for development
 - e. Recommendations for stream bank and wetlands restoration, slope erosion control;
 - f. Enhancement of small drainage systems and wildlife habitat enhancements; and
 - g. Resident and landowner assistance, as requested, to advise on SCM maintenance strategies.
2. Cuyahoga SWCD will provide administrative support, including:
 - a. Provide an annual report of all activities undertaken (including copies of any other data collected);
 - b. Project file management;
 - c. Mapping of facility locations;

- d. Documenting LTOM plans and recorded LTMA agreements; and
- e. Data and assistance with MS4 reporting, as requested.

3. Additional services cost **\$850.00**.

Cuyahoga SWCD's Role and Responsibilities Related to Stormwater Pollution Prevention Activities

- 1. Annual review of MOU services and portfolio of active and post-construction inspection sites
- 2. Coordinate a yearly stormwater program kickoff meeting.
- 3. Maintain contact lists.
- 4. Provide technical assistance as needed.

City's Role and Responsibilities Related to Stormwater Pollution Prevention Activities

- 1. The City will provide an annual appropriation, not to exceed **\$9,450** for technical assistance related to NPDES covered construction activities. Should additional services be requested outside the scope of this MOU written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.
- 2. The City will designate one individual to serve as the City's liaison for the stormwater pollution prevention program.
- 3. The City will recognize the environmental and economic functions of naturally vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands, and fields as worthy of the City's protection as open space.
- 4. The City will utilize Cuyahoga SWCD's technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
- 5. The City will direct builders, developers, and consultants to Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.
- 6. The City will adopt, apply, and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies. See city roles and responsibilities below for more information.
- 7. The City will provide Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
- 8. The City recognizes that Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

Agreed Procedures

- The City recognizes that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES regulations and is relying on such expertise.
- Cuyahoga SWCD recognizes that the City is the regulating authority.

- Consequently, Cuyahoga SWCD shall not send correspondence without the City first reading and approving such correspondence. The City shall notify SWCD of any questions, comments, and/or requested changes in a timely fashion.
- Cuyahoga SWCD shall respond to such questions, comments and make such changes in a timely fashion.
- Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.
- Cuyahoga SWCD and the City will meet at least once a year to coordinate a work plan and exchange information.
- Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
- The NPDES rules, current edition of Ohio's Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
- That both parties will review the quality of assistance and address concerns as they arise.
- There shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identify, genetic information, political affiliation, or military status when fulfilling the purpose of this engagement.
- The City recognizes Cuyahoga SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- The City agrees to grant an annual conservation appropriation to Cuyahoga SWCD, not to exceed \$20,000 per twelve-month period following the Effective Date and Cuyahoga SWCD agrees to use the grant funds to provide a comprehensive conservation program for the City.
- The City and Cuyahoga SWCD will determine the most effective manner to appropriate the funds.
- The City will provide a resolution to Cuyahoga SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

Term, Renewal, Termination

The term of this CONTRACT shall begin on the Effective Date first stated above and when SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code; and shall end on the same date twelve (12) months thereafter, unless this CONTRACT is terminated sooner, or unless the CONTRACT is extended by the CITY, for one additional one-year term of twelve (12) months, at the sole discretion of the CITY. If the CITY exercises its option to renew the CONTRACT for one additional twelve-month period, the CONTRACT shall continue in effect for said periods, unless the CONTRACT is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto.

The exercise by the CITY of its option to extend the CONTRACT for one additional twelve (12) month period is subject to appropriation by City Council. Any such extension shall be under the same terms and conditions as set forth in this CONTRACT. The CITY shall provide notice in writing to SWCD before the end of the initial

twelve (12) month term if the CITY has determined to extend the CONTRACT for an additional one-year period.

This MOU may be amended or terminated at any time by mutual consent of both parties or the agreement may be terminated by either party giving thirty (30) day's advance written notice to the other.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water
Conservation District

By: Matthew Burke
Board Chair

Date:

1/28/24

City of Garfield Heights

Matthew Burke

By: Hon. Matthew Burke
Mayor

Date: 01/28/24



FISCAL OFFICER'S CERTIFICATION

Date: January 13, 2025

Ordinance 04-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

\$9,540.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

ORDINANCE NO.: 05-2025

Vote Outcome: PASSED
Yes: 6 No: 0
Adopted Date: 1-13-25
Effective Date: 1-13-25

SPONSORED BY:

MAYOR MATTHEW A. BURKE

CO-SPONSORED BY:

COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE EXTENDING THE CURRENT MORATORIUM ON THE ISSUANCE AND PROCESSING OF ALL LICENSES, PERMITS, AND CERTIFICATES THAT WOULD ENABLE THE CULTIVATION, PROCESSING, DISTRIBUTION, OR SALE OF ADULT USE CANNABIS IN THE CITY OF GARFIELD HEIGHTS FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS, AND DECLARING AN EMERGENCY

WHEREAS, on November 7, 2023, Ohio voters approved State Issue 2, codified in Ohio Revised Code Chapter 3780, legalizing and providing for the regulation of adult use cannabis, which went into effect on December 7, 2023; and

WHEREAS, Section 3780.25 of the Ohio Revised Code gives this Council the authority to adopt an ordinance to prohibit or limit the number of adult use cannabis operators licensed within the City of Garfield Heights; and

WHEREAS, on July 22, 2024, this Council passed Ordinance 49-2024, implementing a six (6) month moratorium on the issuance and processing of all licenses, permits, and certificates that would enable the cultivation, processing, distribution, or sale of adult-use cannabis in the City; and

WHEREAS, on August 12, 2024, this Council passed Ordinance 58-2024, exempting BCF Retail Cleveland LLC (dba Terrasana) from the temporary moratorium imposed by Ordinance 49-2024, and desires to extend said exemption; and

WHEREAS, this Council has determined that additional time is needed to review the applicable sections of Ohio Revised Code Chapter 3780, as related to the impact on the City's Codified Ordinances currently being calibrated, soon to be codified in the Council-Approved Zoning Code Update Project, to establish a plan for the future of adult use cannabis in the City; and

WHEREAS, pursuant to the City Charter, as well as the Ohio Constitution, this Council has the power to enact planning, zoning, and business regulations and laws that further the health, safety, welfare, and peace of its citizens, including restricting or prohibiting certain business uses.

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

SECTION 1. This Council hereby extends the temporary moratorium on the issuance and processing of all licenses, permits, and certificates that would enable the cultivation, processing, distribution, or sale of adult use cannabis in the City of Garfield Heights for a period of six (6) months from the effective date of this ordinance.

SECTION 2. No existing business in the City of Garfield Heights shall change or expand in any way that would enable the cultivation, processing, distribution, or sale of adult use cannabis for the duration of the moratorium period established by this Ordinance.

SECTION 3. The existing dispensary in the City, namely BCR Retail Cleveland LLC (dba Terrasana), is hereby exempt from this temporary moratorium so long as the following requirements are met: Terrasana is in good standing with the State of Ohio and the City of Garfield Heights licensure, permit, and certificate requirements, and is in compliance with all laws and regulations of both the State of Ohio and the City of Garfield Heights as it pertains to the dispensing and sale of medical and adult use marijuana.

SECTION 3. This Ordinance is declared to be an urgent measure necessary for the immediate preservation for the public peace, health and safety of the City and the inhabitants thereof for the reason that this action is necessary to enable the City to fully study the impacts of Chapter 3780 of the Ohio Revised Code and its effects on the City and the health, safety and general welfare of its inhabitants, and shall be in full force and effect immediately upon adoption by Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 1-13-2025

APPROVED: Mark A. B. C.

MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
Clerk of Council

EFFECTIVE DATE: 1-13-25

ORDINANCE NO.: 06-2025

Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-25
Effective Date: 1-13-2025

SPONSORED BY:

MAYOR MATTHEW A. BURKE

CO-SPONSORED BY:

COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AMENDING SECTION 181.2101 OF THE CODIFIED ORDINANCES OF THE CITY OF GARFIELD HEIGHTS RELATIVE TO THE DISBURSEMENT OF RECEIPTS OF THE CITY INCOME TAX COLLECTION FOR THE YEAR 2024, AND DECLARING AN EMERGENCY

WHEREAS, on July 22, 2024, this Council approved Ordinance 52-2024, which adjusted the disbursement of the City of Garfield Heights' ("City") income tax collection in response to a surplus in the Debt Amortization Fund; and

WHEREAS, this adjusted disbursement was set to expire on December 31, 2024; and

WHEREAS, the City has deemed it necessary to extend the adjusted disbursement through December 31, 2025.

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

SECTION 1. Section 181.2101 of the Codified Ordinances of the City of Garfield Heights shall be amended to read as follows:

181.2101 DISBURSEMENT OF FUND COLLECTED

(a) The funds collected under the provisions of this chapter shall be disbursed in the following manner:

- (1) Such part as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter shall be paid.
- (2) Six percent (6%) shall be deposited in the Sewer Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.
- (3) Six percent (6%) shall be deposited in the Street Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.
- (4) Seventy-five percent (75%) shall be deposited in the General Fund.
- (5) Six percent (6%) shall be deposited in the Recreation Fund.
- (6) Seven percent (7%) shall be deposited in the Debt Amortization Fund.

(b) For July 1, 2024 through December 31, 2024 ~~2025~~, funds shall be disbursed as follows:

- (1) Such part as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter be paid.
- (2) Six percent (6%) shall be deposited in the Sewer Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.
- (3) Six percent (6%) shall be deposited in the Street Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987
- (4) Seventy eight percent (78%) shall be deposited in the General Fund
- (5) Six percent (6%) shall be deposited in the Recreation Fund.
- (6) Four percent (4%) shall be deposited in the Debt Amortization Fund.

SECTION 2. Section 181.2101 of the Codified Ordinances of the City of Garfield Heights, as amended and supplemented herein shall continue in effect until December 31, 2025.

SECTION 3. A revised, clean version of Section 181.2101 of the Codified Ordinances of the City of Garfield Heights is attached hereto as Exhibit A.

SECTION 4. 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: 1-13-2025

APPROVED: Mark A. B. L

MAYOR

Amy J. H.

PRESIDENT OF COUNCIL

ATTEST: Lottis Overly

CLERK OF COUNCIL

EFFECTIVE DATE: 1-13-2025

Exhibit A

181.2101 DISBURSEMENT OF FUND COLLECTED

(a) The funds collected under the provisions of this chapter shall be disbursed in the following manner:

(1) Such part as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter shall be paid.

(2) Six percent (6%) shall be deposited in the Sewer Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.

(3) Six percent (6%) shall be deposited in the Street Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.

(4) Seventy-five percent (75%) shall be deposited in the General Fund.

(5) Six percent (6%) shall be deposited in the Recreation Fund.

(6) Seven percent (7%) shall be deposited in the Debt Amortization Fund.

(b) For July 1, 2024 through December 31, 2025, funds shall be disbursed as follows:

(1) Such part as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter be paid.

(2) Six percent (6%) shall be deposited in the Sewer Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987.

(3) Six percent (6%) shall be deposited in the Street Fund, pursuant to the Charter of the City of Garfield Heights, Section 22A as amended on November 3, 1987

(4) Seventy-seven percent (78%) shall be deposited in the General Fund

(5) Six percent (6%) shall be deposited in the Recreation Fund.

(6) Four percent (4%) shall be deposited in the Debt Amortization Fund.

ORDINANCE NO.: 07-2025

Vote Outcome: Passed
Yes: 10 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025

SPONSORED BY:
CO-SPONSORED BY:

MAYOR MATTHEW A. BURKE
COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE A SNOW AND ICE CONTROL EQUIPMENT PACKAGE AND SPREADER AND AUGER FOR USE IN THE GARFIELD HEIGHTS SERVICE DEPARTMENT'S SNOW CONTROL FLEET THROUGH HENDERSON PRODUCTS, INC. UNDER OHIO REVISED CODE SECTION 125.04(C), AND DECLARING AN EMERGENCY

WHEREAS, on November 11, 2024, this Council approved the purchase of one (1) 2025 Mack MD7 medium duty truck for use in the City of Garfield Heights ("City") Service Department; and

WHEREAS, the City's Service Department would like to equip this truck with all necessary hardware for it to serve as a snow control vehicle in the City's fleet; and

WHEREAS, the cost of the Snow and Ice Control Equipment Package is quoted as \$64,741.00 (attached hereto as Exhibit A), and the cost of the Spreader and Auger is quoted as \$21,683.00 (attached hereto as Exhibit B), for a total cost of \$86,424.00; 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, these items are available for purchase without bidding under NPPGov Contract #PS22170.

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

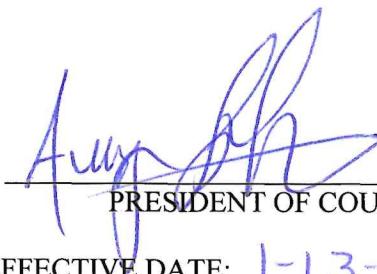
SECTION 1. The Mayor or his designee is hereby authorized and directed to purchase the Snow and Ice Control Equipment Package and a Spreader and Auger from Henderson Products, Inc for use by the Garfield Heights Service Department's snow control fleet at a cost not to exceed \$90,000.00.

SECTION 2. The Finance Director will determine the options for the purchase of the equipment contained herein and said amount will 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 effective immediately upon the adoption by Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 1-13-2025

APPROVED: Matthew A. Burke
MAYOR


PRESIDENT OF COUNCIL

ATTEST: Sottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 1-13-2025



HENDERSON
PRODUCTS, INC.

CUSTOMER QUOTE

Page 1
Quote #186735
Rev #20

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

To: City of Garfield Hights
Attn: Rich Matey
Quote Date: 1/7/2025
Valid Until: 4/7/2025
NPPGov Contract# PS22170
NPPGov #: M-5781006
Quoted:
2025 MD7 MACK SA SNOW AND ICE CONTROL TRUCK EQUIPMENT PACKAGE SS BODY

Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

HPI MarkE

COUNTRY/LANGUAGE: USA/ENGLISH
FAMILY: MARK E, CLASSIC
FLOOR LENGTH: 10' FLOOR LENGTH
SIDE HEIGHT: 24" SIDE HEIGHT
BODY MATERIAL(SIDES/HEADSHEET): 10GA 201SS SIDES/HEADSHEET
SIDE BRACES: (1) 10GA 201SS WELD ON SIDE BRACE
TOP RAIL/RUB RAIL MATERIAL: 10GA 201SS TOP & RUB RAILS
REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS
REAR BOLSTER MATERIAL: 7GA 201SS REAR BOLSTERS
FRONT BOLSTER: FRONT BOLSTERS, 10GA
FLOOR MATERIAL: 1/4" AR400 FLOOR
HOIST TYPE: TRN MT HOIST, INT DH, SUBFRM, DA
CYLINDER MODEL: CS/G4, DBL ACT, 2YR SALT WTY*
HOIST MOUNT TYPE: STANDARD SUBFRAME
LONGSILLS: 5" I-BEAM LONGSILLS, FULL WELD
BODY HINGE MAINTENANCE: GREASEABLE PINS, NO BUSHINGS
TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 10GA 201SS TAILGATE SHEET
COAL CHUTE: SINGLE 18" CENTERED COAL CHUTE
EXTENDED COAL CHUTE HANDLE: EXTENDED COAL CHUTE HANDLE
TAILGATE BRACE: 1 HORIZONTAL TAILGATE BRACE
TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, TOP BRACE
TAILGATE RELEASE & CONTROL: MANUAL TAILGATE RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
BOLSTER CHAIN HOOKS: BANJO CHAIN HOOKS INSTALLED
LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", NO TARP SHROUD
CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
CABSHIELD LIGHTING: CS LIGHTS, 2 FORWARD, 1 EACH SIDE, 2 REAR
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL
SIDE LADDER TYPE: LADDER, FOLD DOWN, 201SS
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 2 OBROUND LIGHT, HIGH
WALK RAILS: 2" DRVR & CURB WALK RAIL



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HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE
Page 2
Quote #186735
Rev #20

FINISH PREP: WASH & PRIME MILD PARTS ONLY

Installation Workup

Facility: IDC-OH

Chassis Delivery To Henderson: Henderson Picks Up (100 miles or less)

Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Chassis Make: Mack

Chassis Model Yr: 2024/25

Chassis Model: MD7

Useable CA/CT: 84 INCH

Pump Location: Transmission Mount Pump

Transmission Type: Automatic

Dump Body Type: Mark E Single Axle

Floor Length: (10') Floor length

Hoist Type: Tele Trun Hoist with Subframe, Internal Doghouse

Cylinder Type: Double Acting

Body Material (Sides/ends): Stainless Steel Type Body Material

Tailgate Release Type: Manual Tailgate Release

Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit

Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)

Ladder Install Style (Dump) 1: Fold Down Side Ladder

Ladder Install Loc 1 (Dump): Driver Side Front

Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt

Shovel Holder Loc (1): Driver side body

Sideboards: Wood (Un-Painted), supplied/installed by IDC

Sideboard Notes:

Body Spec Notes:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)

Mudflaps (Rear): Swinging w/Logo

Mudflap Type (Rear): 36" Swinging, SS (with LOGO)

Fenders: Poly fenders, Full Pair, single axle, SS mount

Pintle Plate: Yes (select from options below)

Pintle Plate Configuration: 3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)

Pintle Plate D-Rings: Qty (2) 1" D-rings, 50 deg bend

Pintle Hook: 20 Ton

Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)

Truck Wash: Complete Truck Wash/Clean/Vac 1

Warranty: Standard 1 Year Warranty

Inspection: Walk-around meeting only

Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)



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BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE
Page 3
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Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Worklight(s) QTY: (QTY 1) Work Light (Select type below)
Worklight (1) Type: LED, Worklight, 4in Round (Optilux)
Worklight (1) Gen Location: On rear of body
Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)
Cabshield Warning Lights: QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T/BU, MK3, Grote harness light kit
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)
Back up alarm: Backup Alarm, 97db
Brake controller: Brake Controller, Voyager Brake Controller
Backbone & Wire Standoffs: 10' Backbone (For SA)

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package
Hyd Supplier: Certified (Select Pkg Below)
Hyd Supplier (Spec): Certified Power 18366912
Controls Type: Air Controls
PTO Type: Included in Hydraulics Package
Reservoir Type: Supplied With Hydraulics
Valve Enclosure Type: Supplied With Hydraulics
Low Oil Indicator: Yes, included in Hyd Pkg
Return Filter: Provided with Hydraulics
SS Tubing Upgrade: SA,Rear Lines Only, 9' Lines
Quick Coupler Upgrade: Standard Quick Couplers

Hydraulics Notes:

SS QUICK CUPPLERS INCLUDED IN QUOTE
SS VALVE ENCLOSURE/OIL TANK COMBO
AIR CONTROL FOR BODY HOIST
FREEDOM 2 SPREADER CONTROLLER
CONSTANT MESH PTO

Disclaimer: Paint not guaranteed to match OEM chassis color

IDC Paint Location: IDC-OH
Undercoat: Undercoat (Body Underside & Chassis)
Paint Code & Color (from color charts):



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**HENDERSON
PRODUCTS, INC.**

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 4
Quote #186735
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Original package price: \$70,055.00
Total package w/applicable NPPGov discount: \$64,086.00
Freight: \$656.00
Package(s): 1
Total: \$64,741.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ **Date:** _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf



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HENDERSON PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 1
Quote #188021
Rev #13

To: City of Garfield Hights
Attn: Rich Matey
Quote Date: 1/7/2025
Valid Until: 4/7/2025
NPPGov Contract# PS22170
NPPGov #: M-5781006
Quoted:
2025 MD7 MACK SA SNOW AND ICE CONTROL TRUCK EQUIPMENT PACKAGE SS BODY

Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

RTS - Replacement tailgate spreader

SPREADER & AUGER MATERIAL: 304SS

Installation Workup

Facility: IDC-OH
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Customer Pick-Up

Non-Henderson Equipment: Yes (SELECT OPTIONS BELOW)

Chassis Make: Mack
Chassis Model Yr: 2024/25
Chassis Model: MD7
Useable CA/CT: 84 INCH
Pump Location: Transmission Mount Pump
Transmission Type: Automatic

Front Plow Type: Western/Fisher Type Plow
Western/Fisher Plow Spec: Western 10 Foot Pro Plus
Plow Options 1: See Bottom of Quote for Description

Spreader Type: RTS
RTS Drive Type: Hydraulic Drive
RTS Spinner Configuration: Single Spinner Install
HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster
Quantity of Non-Henderson Equip: Quantity 1
Equipment Type 1: Other
Equipment 1 quote number: Western 10 Foot Pro Plus

Equipment 1 spec:



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HENDERSON
PRODUCTS, INC.

CUSTOMER QUOTE

Page 2

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

10 Foot PRO PLUS PLOW
10 Inch Plow Deflector
HD Cutting Edge with Curb Kit
PRO PLUS HD Mount for Mack MD
LED Headlight Kit
Hand Held Control for Plow Operation

Original package price: \$22,490.00
Total package w/applicable NPPGov discount: \$20,996.00
Freight: \$688.00
Package(s): 1
Total: \$21,683.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

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http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf



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FISCAL OFFICER'S CERTIFICATION

Date: January 13, 2025

Ordinance 07-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Not to exceed \$90,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#209 State Highway Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

RESOLUTION NO.:

01-2025

Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-12-2025

SPONSORED BY:

COUNCILWOMAN STACEY COLLIER

A RESOLUTION HONORING HOLY SPIRIT CATHOLIC CHURCH,
FORMERLY KNOWN AS ST. TIMOTHY PARISH, FOR 102 YEARS
OF SERVICE TO THE COMMUNITY

WHEREAS, St. Timothy Parish was established by Bishop Joseph Schrembs on the Feast of the Annunciation, March 25, 1923, in the Cranwood neighborhood of Garfield Heights; and

WHEREAS, the parish established a Sunday school program in September 1923, which would expand to include a grade school in February 1925, contributing to the education of hundreds of residents and community members; and

WHEREAS, by the late 1950s, parish membership reached 2,000 residents, with more than 800 students enrolled in the grade school; and

WHEREAS, to serve the community's rapidly expanding population, the parish constructed a convent in 1951, a rectory in 1952, and a new church building in 1964; and

WHEREAS, under the leadership of Father Joseph H. Kraker (1977-1994), the parish initiated a program to attract African American residents of the community to the Catholic Church. Father Kraker also formed a close relationship with Shaffer United Methodist Church to provide free luncheons, adult educational programs, and home visitations to the residents of the Cranwood community; and

WHEREAS, in 1985, St. Timothy Parish opened the Brendan Manor, a non-denominational shared-living home for elderly residents of the community. As the community's elderly population grew, the parish constructed St. Timothy Manor in 2004 to provide additional shared-living space for low-income senior residents of the community; and

WHEREAS, on January 1, 2008, St. Timothy Parish merged with St. Henry and St. Catherine parishes in Cleveland to create the Holy Spirit Parish.

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

SECTION 1. The Mayor and Council, on behalf of the residents of the City of Garfield Heights, hereby honor Holy Spirit Catholic Church, formerly known as St. Timothy Parish, for its 102 years of service to our community.

SECTION 2. The Clerk of Council is hereby authorized and directed to transmit a copy of this Resolution to Holy Spirit Catholic Church 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: 1-13-2025

APPROVED: Mark A. B.

MAYOR

ATTEST: Lottie Overly

CLERK OF COUNCIL

Amy H.

PRESIDENT OF COUNCIL

EFFECTIVE DATE: 2-12-2025

RESOLUTION NO.:

02-2025

*Vote Outcome: Passed
Yes: 6 No: 0
Adopted Date: 1-13-2025
Effective Date: 1-13-2025*

SPONSORED BY:

MAYOR MATTHEW A. BURKE

A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION AT THE PUBLIC UTILITIES COMMISSION OF OHIO, AND DECLARING AN EMERGENCY

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

WHEREAS, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

WHEREAS, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

WHEREAS, if AT&T's Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

WHEREAS, any challenges to AT&T's application must be filed prior to January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervenor is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

SECTION 1. The City of Garfield Heights finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment of the City and how this City manages and administers its public rights-of-way.

SECTION 2. The City of Garfield Heights hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts.

SECTION 3. The City of Garfield Heights has been advised by the Ohio Municipal League that future financial and/or other support from the City may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City may take under consideration the specific amount or form of such financial and/or other support from the City at a subsequent meeting of this Council.

SECTION 4. Council declared this Resolution 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: 1-13-2025

APPROVED: Matthew A. B. C.
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Amy B.
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 1-13-2025