

Vote Outcome: Passed
Yes: 5 No: 0
Adopted Date: 3-24-2025
Effective Date: 3-24-2025

ORDINANCE NO.: 21-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE EXTENDING THE CITY OF GARFIELD HEIGHTS' MORATORIUM ON THE ISSUANCE AND PROCESSING OF ALL LICENSES, PERMITS, AND CERTIFICATES THAT WOULD ENABLE THE ESTABLISHMENT OF SMOKE AND VAPE ESTABLISHMENTS OR SHOPS IN THE CITY OF GARFIELD HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, on October 28, 2024, this Garfield Heights City Council ("Council") passed Ordinance 80-2024, establishing a six-month moratorium on the issuance and processing of all licenses, permits, and certificates that would enable the establishment of smoke and vape establishments or shops in the City of Garfield Heights ("City"); and

WHEREAS, this moratorium was established to allow the Council time to review all information on the potential health, safety, and economic effects of the presence of smoke and vape establishments or shops in the City, and to review all relevant zoning, building, and business regulations; and

WHEREAS, the moratorium is set to expire on April 28, 2025; and

WHEREAS, this Council would like to issue a six-month extension to the moratorium.


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 Garfield Heights City Council hereby extends its moratorium on the issuance and processing of all licenses, permits, and certificates that would enable the establishment of smoke and vape establishments or shops in the City of Garfield Heights by a period of six (6) months from the expiration of the previous moratorium.

SECTION 2. 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: 3-24-2025

APPROVED: 
MAYOR


PRESIDENT OF COUNCIL

ATTEST: 
CLERK OF COUNCIL

EFFECTIVE DATE: 3-24-2025

Vote Outcome: Passed
Yes: 5 No: 0
Adopted Date: 3-24-2025
Effective Date: 3-24-2025

ORDINANCE NO.: 22-2025

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP TO PARTICIPATE IN TO THE OHIO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the current rate of Ohio Medicaid reimbursement for EMS services falls short of the actual cost of providing the services; and

WHEREAS, Public Consulting Group ("PCG") has worked with Ohio EMS leaders and the Ohio Department of Medicaid to establish an Ambulance Supplemental Payment Program ("ASPP") in the State of Ohio; and

WHEREAS, the Ohio ASPP would bring increased federal Medicaid funding to the state, and provide additional claim payment to political subdivisions for their Medicaid HMO claims; and

WHEREAS, the only mechanism available to opt-in to the Ohio ASPP program is to contract with PCG before April 1, 2025.

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 or his designee is hereby authorized and directed to enter into an agreement with Public Consulting Group to participate in the Ohio Ambulance Supplemental Payment Program. Said agreement is attached hereto as Exhibit A and incorporated as if fully written 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 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: 3-24-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 3-24-2025

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between The Garfield Heights Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of 3/1/2025 (“Effective Date”).

WHEREAS, The Centers for Medicare & Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
2. **Term.** The Agreement will be effective from the Effective Date through three (3) full Medicaid cost reporting periods, in addition to an initial or partial reporting period that will extend from the date the Ambulance Supplemental Payment Program (ASPP) is approved to the end of the first cost reporting period, with the option for CLIENT to extend the Agreement for an additional three (3) full Medicaid cost reporting periods, by indicating the exercise of such option in writing to PCG, unless this Agreement is terminated earlier pursuant to Section 4. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
- b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Attn: Legal

Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
dhartnagel@pcgus.com

For CLIENT:

Sandra Mistur
Administrative Assistant
Garfield Heights Fire Department
5115 Turney Rd
Garfield Heights, OH 44125
SMistur@garfieldhts.org

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
 - c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- 7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the

“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.

- a. “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
- b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;

- ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.
- 12. As-Is Information and Data**
The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Ohio, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Ohio shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the

consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

GARFIELD HEIGHTS FIRE DEPARTMENT

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting Services

- A. CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- D. PCG will provide all documentation needed by the Ohio Department of Medicaid (ODM) to facilitate the establishment of the ASPP.
- E. PCG will support CLIENT and ODM to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- F. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to ODM within the time frame prescribed by ODM.
- G. PCG shall have knowledge of the applicable data and cost reporting principles specified in Ohio and federal statutes.
- H. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- I. PCG will draft program plan and supplemental payment strategy to best align with the needs of CLIENT.
- J. PCG will work with CLIENT and other stakeholder providers to engage the State of Ohio.
- K. PCG will develop CMS Compliance Program Effectiveness (CPE) approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.

- L. PCG will develop CMS Intergovernmental Transfer (IGT) program approval documents, including Preprint Form, program model, and payment process.
- M. PCG will facilitate ongoing discussions with the State of Ohio through program design, approval, and implementation process.
- N. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- O. PCG will assist CLIENT in negotiations with MCOs through IGT agreement development
- P. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- Q. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- R. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- S. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- T. If the completed cost report is rejected by ODM, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- U. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- V. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- W. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- X. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

- Y. If, as a result of an audit by any governmental or regulatory agency, including but not limited to ODM, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG 10% of the federal share portion of reimbursements received by CLIENT under the ASPP program (from both FFS and MCO settlements based on total settlement received per reporting period) for each cost report PCG submits on CLIENT's behalf per state fiscal year cost reporting cycle set forth in this Agreement.

Vote Outcome: Passed
 Yes: 5 No: 0
 Adopted Date: 3-24-2025
 Effective Date: 3-24-2025

ORDINANCE NO.: 23-2025
 SPONSORED BY: MAYOR MATTHEW A. BURKE
 CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON
COUNCILWOMAN STACEY COLLIER

APPROPRIATION ORDINANCE:

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENDITURES FOR THE CITY OF GARFIELD HEIGHTS, OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

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

SECTION 1. To provide for current expenditures of the City of Garfield Heights, Ohio, during the Fiscal Year ending December 31, 2025 the sums in the cumulated statement thereof be and they are hereby set aside and appropriated as hereinafter set forth.

CUMULATED APPROPRIATIONS

| | |
|---|-----------------------------|
| GENERAL FUND | 20,949,846.80 |
| STREET LIGHTING FUND | 530,500.00 |
| AVERAGE PAY FUND | 16,583,452.64 |
| PERMANENT IMPROVEMENT FUND | 1,118,483.96 |
| POLICE PENSION FUND | 1,064,022.63 |
| FIRE PENSION FUND | 1,002,976.00 |
| RECREATION FUND | 1,512,861.13 |
| STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND | 4,041,214.19 |
| STATE HIGHWAY IMPROVEMENT FUND | 95,028.94 |
| CITY INCOME TAX FUND | 450,000.00 |
| MOTOR VEHICLE LICENSE TAX FUND | - |
| STORM & SANITARY SEWER CONSTRUCTION FUND | 1,028,175.04 |
| WATER MAIN FUND | 4,492,000.00 |
| FEDERAL NUTRITION BUDGET FUND | 547,357.84 |
| COMMUNITY DEVELOPMENT BLOCK GRANT FUND | 56,000.00 |
| LAW ENFORCEMENT TRUST FUND | 13,000.00 |
| INDIGENT DRIVER ALCOHOL TREATMENT FUND | 152,200.00 |
| ENFORCEMENT & EDUCATION FUND | 5,000.00 |
| FEMA FUND | - |
| DEBT AMORTIZATION FUND | 750,000.00 |
| OPIOID SETTLEMENT FUND | 65,300.00 |
| MUNICIPAL COURT PROBATION SERVICES FUND | 143,000.00 |
| MUNICIPAL COURT SPECIAL SERVICES FUND | 170,000.00 |
| MUNICIPAL COURT CAPITAL IMPROVEMENT FUND | 138,500.00 |
| GARFIELD HEIGHTS FAMILY RESOURCE CENTER FUND | 6,115.33 |
| MUNI COURT SP PROJECT BUILDING FUND | 50,000.00 |
| MUNICIPAL COURT TRAFFIC CAMERA REV FUND | 1,043,000.00 |
| STREET IMPROVEMENT NOTE 2025 | - |
| POLICE CRIMINAL JUSTICE SERVICE GRANT FUND | - |
| GRANGER ROAD/TRANSPORTATION BLVD IMPROVEMENT FUND | 896,358.41 |
| I480-GRANGER ROAD INTERCHANGE | 100,000.00 |
| TRANSPORTATION/ANTENUCCI IMPROVEMENT FUND 2004 | 44,269.00 |
| GH PUBLIC IMP TAX INCREMENT EQUIVALENT FUND | 1,500.00 |
| BOND RETIREMENT FUND | 6,267,333.00 |
| REVOLVING EQUIPMENT FUND | 1,279,550.45 |
| RESTRICTED FUND | 270,000.00 |
| TOTAL CUMULATED APPROPRIATIONS | <u>64,867,045.36</u> |

ORDINANCE NO.: 23-2025

SECTION 2. That there be appropriated from the GENERAL FUND for the following purposes:

PROGRAM I - SECURITY OF PERSONS & PROPERTY

SCHOOL GUARDS - TRAFFIC SAFETY

| | |
|------------------------------|------------------|
| Personal Services | 56,650.00 |
| Personnel Benefits | 9,810.00 |
| Contractual Services | - |
| Supplies & Materials | 200.00 |
| TOTAL - SCHOOL GUARDS | 66,660.00 |

CIVIL DEFENSE

| | |
|------------------------------|------------------|
| Personal Services | - |
| Personnel Benefits | 10,685.00 |
| Contractual Services | 350.00 |
| Supplies & Materials | 1,000.00 |
| TOTAL - CIVIL DEFENSE | 12,035.00 |

SAFETY ADMINISTRATION

| | |
|--------------------------------------|-------------------|
| Personal Services | 182,619.07 |
| Personnel Benefits | 87,983.57 |
| Contractual Services | - |
| Supplies & Materials | - |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - SAFETY ADMINISTRATION | 270,602.64 |

ANIMAL CONTROL

| | |
|-------------------------------|-------------------|
| Personal Services | 58,802.59 |
| Personnel Benefits | 30,925.94 |
| Contractual Services | 3,400.00 |
| Supplies & Materials | 2,000.00 |
| Intergovernmental | 13,700.00 |
| Capital Outlay | - |
| TOTAL - ANIMAL CONTROL | 108,828.53 |

TOTALS: PROGRAM I - SECURITY OF PERSONS & PROPERTY

| | |
|------------------------------|-------------------|
| SCHOOL GUARDS | 66,660.00 |
| CIVIL DEFENSE | 12,035.00 |
| SAFETY ADMINISTRATION | 270,602.64 |
| ANIMAL CONTROL | 108,828.53 |

TOTAL EXPENDITURES - PROGRAM I **458,126.17**

PROGRAM II - PUBLIC HEALTH SERVICE

| | |
|---------------------------------------|-------------------|
| Contractual Services | 238,248.00 |
| TOTAL - COUNTY HEALTH CONTRACT | 238,248.00 |

TOTAL EXPENDITURES - PROGRAM II **238,248.00**

PROGRAM IV - COMMUNITY ENVIRONMENT

BUILDING STANDARDS & MAINTENANCE

| | |
|---|---------------------|
| Personal Services | 603,570.78 |
| Personnel Benefits | 320,481.01 |
| Contractual Services | 58,000.00 |
| Supplies & Materials | 11,000.00 |
| Intergovernmental | 89,800.00 |
| Capital Outlay | - |
| TOTAL - BUILDING STANDARDS & MAINTENANCE | 1,082,851.79 |

PLANNING & ZONING

| | |
|--------------------------------------|------------------|
| Personal Services | 14,885.00 |
| Personnel Benefits | 2,575.88 |
| Contractual Services | 13,500.00 |
| Supplies & Materials | - |
| TOTAL - PLANNING & ZONING | 30,960.88 |

ORDINANCE NO.: 23-2025

TOTALS: PROGRAM IV - COMMUNITY ENVIRONMENT
BUILDING STANDARDS & MAINTENANCE
PLANNING & ZONING

1,082,851.79
30,960.88

TOTAL EXPENDITURES - PROGRAM IV

1,113,812.67

PROGRAM V - BASIC UTILITY SERVICES

SEWER OPERATION

| | |
|--------------------------------|---|
| Personal Services | - |
| Personnel Benefits | - |
| Supplies & Materials | - |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - SEWER OPERATION | - |

SOLID WASTE DISPOSAL

| | |
|-------------------------------------|--------------|
| Contractual Services | 2,460,000.00 |
| TOTAL - SOLID WASTE DISPOSAL | 2,460,000.00 |

ADMINISTRATIVE SUPPORT

| | |
|---------------------------------------|------------|
| Personal Services | 164,526.74 |
| Personnel Benefits | 86,129.42 |
| Contractual Services | 900.00 |
| Supplies & Materials | 1,500.00 |
| Intergovernmental | 52,800.00 |
| Capital Outlay | - |
| TOTAL - ADMINISTRATIVE SUPPORT | 305,856.16 |

TOTALS: PROGRAM V - BASIC UTILITY SERVICES

| | |
|-------------------------------|--------------|
| SEWER OPERATION | - |
| SOLID WASTE DISPOSAL | 2,460,000.00 |
| ADMINISTRATIVE SUPPORT | 305,856.16 |

TOTAL EXPENDITURES - PROGRAM V

2,765,856.16

PROGRAM VII - GENERAL GOVERNMENT

EXECUTIVE - MAYOR

| | |
|----------------------------------|------------|
| Personal Services | 365,460.13 |
| Personnel Benefits | 157,339.94 |
| Contractual Services | 36,300.00 |
| Supplies & Materials | 2,500.00 |
| Intergovernmental | 13,700.00 |
| Capital Outlay | - |
| TOTAL - EXECUTIVE - MAYOR | 575,300.07 |

LEGISLATIVE

| | |
|----------------------------|------------|
| Personal Services | 138,477.69 |
| Personnel Benefits | 24,463.84 |
| Contractual Services | 2,250.00 |
| Supplies & Materials | 500.00 |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - LEGISLATIVE | 165,691.53 |

FINANCE

| | |
|------------------------|------------|
| Personal Services | 365,370.80 |
| Personnel Benefits | 214,303.64 |
| Contractual Services | 36,000.00 |
| Bonds & Insurance | - |
| Supplies & Materials | 2,500.00 |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - FINANCE | 618,174.44 |

ORDINANCE NO.: 23-2025

LEGAL ADMINISTRATION

| | |
|-------------------------------------|-------------------|
| Personal Services | 407,254.14 |
| Personnel Benefits | 254,917.42 |
| Contractual Services | 35,000.00 |
| Supplies & Materials | 2,700.00 |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - LEGAL ADMINISTRATION | 699,871.56 |

ENGINEER

| | |
|-------------------------|------------------|
| Contractual Services | 84,200.00 |
| TOTAL - ENGINEER | 84,200.00 |

COURT

| | |
|----------------------|---------------------|
| Personal Services | 1,584,279.17 |
| Personnel Benefits | 909,471.76 |
| Contractual Services | 62,000.00 |
| Bonds & Insurance | 100.00 |
| Supplies & Materials | 107,000.00 |
| Intergovernmental | 13,700.00 |
| Capital Outlay | - |
| TOTAL - COURT | 2,676,550.93 |

ECONOMIC DEVELOPMENT

| | |
|-------------------------------------|-------------------|
| Personal Services | 138,266.96 |
| Personnel Benefits | 108,044.16 |
| Contractual Services | 38,500.00 |
| Supplies & Materials | 3,500.00 |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - ECONOMIC DEVELOPMENT | 288,311.12 |

CIVIL SERVICE COMMISSION

| | |
|---|------------------|
| Personal Services | 6,000.00 |
| Personnel Benefits | 1,038.31 |
| Contractual Services | 6,500.00 |
| Supplies & Materials | - |
| TOTAL - CIVIL SERVICE COMMISSION | 13,538.31 |

MANAGEMENT INFORMATION SYSTEMS

| | |
|---|-------------------|
| Personal Services | 159,912.36 |
| Personnel Benefits | 85,299.84 |
| Contractual Services | 1,000.00 |
| Supplies & Materials | 1,500.00 |
| Intergovernmental | 13,700.00 |
| Capital Outlay | - |
| TOTAL - MANAGEMENT INFORMATION SYSTEMS | 261,412.20 |

LANDS & BUILDINGS

| | |
|--------------------------------------|---------------------|
| Personal Services | 429,541.36 |
| Personnel Benefits | 244,912.28 |
| Contractual Services | 696,600.00 |
| Bonds & Insurance | 80,000.00 |
| Supplies & Materials | 178,000.00 |
| Intergovernmental | 121,700.00 |
| Capital Outlay | 40,000.00 |
| TOTAL - LANDS & BUILDINGS | 1,790,753.64 |

MISCELLANEOUS

| | |
|------------------------------|---------------------|
| Personnel Benefits | 45,500.00 |
| Contractual Services | 370,000.00 |
| Bonds & Insurance | 417,500.00 |
| Supplies & Materials | 5,000.00 |
| Intergovernmental | 8,359,000.00 |
| Refunds & Reimbursements | 3,000.00 |
| TOTAL - MISCELLANEOUS | 9,200,000.00 |

ORDINANCE NO.: 23-2025

TOTALS: PROGRAM VII - GENERAL GOVERNMENT

| | |
|--------------------------------|--------------|
| EXECUTIVE - MAYOR | 575,300.07 |
| LEGISLATIVE | 165,691.53 |
| FINANCE | 618,174.44 |
| LEGAL ADMINISTRATION | 699,871.56 |
| ENGINEER | 84,200.00 |
| COURT | 2,676,550.93 |
| ECONOMIC DEVELOPMENT | 288,311.12 |
| MANAGEMENT INFORMATION SYSTEMS | 261,412.20 |
| LANDS & BUILDINGS | 1,790,753.64 |
| CIVIL SERVICE | 13,538.31 |
| MISCELLANEOUS | 9,200,000.00 |

TOTAL EXPENDITURES - PROGRAM VII 16,373,803.80

PROGRAM TOTALS - GENERAL FUND

| | |
|----------------------------------|---------------|
| I SECURITY OF PERSONS & PROPERTY | 458,126.17 |
| II PUBLIC HEALTH SERVICE | 238,248.00 |
| IV COMMUNITY ENVIRONMENT | 1,113,812.67 |
| V BASIC UTILITY SERVICES | 2,765,856.16 |
| VII GENERAL GOVERNMENT | 16,373,803.80 |

TOTAL EXPENDITURES - GENERAL FUND 20,949,846.80

SECTION 3. That there be appropriated from the **STREET LIGHTING FUND** for the following purposes:

STREET LIGHTING FUND

| | |
|-------------------------------|------------|
| <u>STREET LIGHTING</u> | |
| Contractual Services | 525,000.00 |
| Intergovernmental | 5,500.00 |

TOTAL EXPENDITURES - STREET LIGHTING 530,500.00

SECTION 4. That there be appropriated from the **AVERAGE PAY FUND** for the following purposes:

AVERAGE PAY FUND

PROGRAM I - SECURITY OF PERSONS & PROPERTY

MISCELLANEOUS

| | |
|-----------------------|-----------|
| Intergovernmental | 90,000.00 |
| TOTAL - MISCELLANEOUS | 90,000.00 |

GENERAL LAW ENFORCEMENT (POLICE)

| | |
|---------------------------------|--------------|
| Personal Services | 5,449,090.41 |
| Personnel Benefits | 1,866,302.85 |
| Contractual Services | 250,700.00 |
| Supplies & Materials | 87,500.00 |
| Intergovernmental | 359,300.00 |
| Capital Outlay | 275,000.00 |
| TOTAL - GENERAL LAW ENFORCEMENT | 8,287,893.26 |

POLICE COMMUNICATIONS

| | |
|-------------------------------|--------------|
| Personal Services | 746,083.98 |
| Personnel Benefits | 397,447.67 |
| Contractual Services | 8,000.00 |
| Supplies & Materials | 6,000.00 |
| Intergovernmental | - |
| Capital Outlay | 25,000.00 |
| TOTAL - POLICE COMMUNICATIONS | 1,182,531.65 |

CORRECTIONAL INSTITUTION

| | |
|----------------------------------|------------|
| Personal Services | 344,302.31 |
| Personnel Benefits | 149,348.30 |
| Contractual Services | 8,000.00 |
| Supplies & Materials | 26,100.00 |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL - CORRECTIONAL INSTITUTION | 527,750.61 |

ORDINANCE NO.: 23-2025

FIRE PREVENTION

| | |
|--------------------------------|---------------------|
| Personal Services | 4,574,206.70 |
| Personnel Benefits | 1,526,470.42 |
| Contractual Services | 100,800.00 |
| Supplies & Materials | 75,100.00 |
| Intergovernmental | 153,300.00 |
| Capital Outlay | 65,400.00 |
| TOTAL - FIRE PREVENTION | 6,495,277.12 |

| | |
|--|----------------------|
| TOTAL EXPENDITURES - AVERAGE PAY FUND | 16,583,452.64 |
|--|----------------------|

SECTION 5. That there be appropriated from the PERMANENT IMPROVEMENT FUND for the following purposes:

PERMANENT IMPROVEMENT FUND

PERMANENT IMPROVEMENT

| | |
|--|---------------------|
| Personal Services | - |
| Personnel Benefits | - |
| Contractual Services | 70,000.00 |
| Supplies & Materials | 10,000.00 |
| Intergovernmental | 5,000.00 |
| Capital Outlay | 982,500.00 |
| Debt Service | 50,983.96 |
| TOTAL EXPENDITURES - PERMANENT IMPROVEMENT FUND | 1,118,483.96 |

SECTION 6. That there be appropriated from the POLICE PENSION FUND for the following purposes:

POLICE PENSION FUND

POLICE PENSION FUND

| | |
|---|---------------------|
| Personnel Benefits | 1,062,572.63 |
| Intergovernmental | 1,450.00 |
| TOTAL EXPENDITURES - POLICE PENSION FUND | 1,064,022.63 |

SECTION 7. That there be appropriated from the FIRE PENSION FUND for the following purposes:

FIRE PENSION FUND

FIRE PENSION FUND

| | |
|---|---------------------|
| Personnel Benefits | 1,001,676.00 |
| Intergovernmental | 1,300.00 |
| TOTAL EXPENDITURES - FIRE PENSION FUND | 1,002,976.00 |

SECTION 8. That there be appropriated from the RECREATION FUND for the following purposes:

RECREATION FUND

RECREATION BOARD

| | |
|---------------------------------|-----------------|
| Personal Services | 1,560.00 |
| Personnel Benefits | 269.96 |
| Contractual Services | - |
| Supplies & Materials | - |
| Intergovernmental | 700.00 |
| TOTAL - RECREATION BOARD | 2,529.96 |

PLAYGROUND

| | |
|---------------------------|------------------|
| Personal Services | 77,252.40 |
| Personnel Benefits | 13,368.68 |
| Contractual Services | 500.00 |
| Supplies & Materials | 2,500.00 |
| TOTAL - PLAYGROUND | 93,621.08 |

ORDINANCE NO.: 23-2025

ADMINISTRATION

| | |
|-------------------------------|---------------------|
| Personal Services | 458,170.50 |
| Personnel Benefits | 253,990.63 |
| Contractual Services | 188,500.00 |
| Supplies & Materials | 25,500.00 |
| Intergovernmental | 77,200.00 |
| Refunds & Reimbursements | - |
| Capital Outlay | 240,000.00 |
| TOTAL - ADMINISTRATION | 1,243,361.13 |

SWIMMING

| | |
|--------------------------|------------------|
| Personal Services | 28,840.00 |
| Personnel Benefits | 5,490.82 |
| Contractual Services | 4,500.00 |
| Supplies & Materials | 30,000.00 |
| Refunds & Reimbursements | 250.00 |
| TOTAL - SWIMMING | 69,080.82 |

SKATING

| | |
|--------------------------|------------------|
| Personal Services | 7,210.00 |
| Personnel Benefits | 1,247.70 |
| Contractual Services | 15,000.00 |
| Supplies & Materials | 25,000.00 |
| Intergovernmental | 13,700.00 |
| Refunds & Reimbursements | 700.00 |
| Capital Outlay | - |
| TOTAL - SKATING | 62,857.70 |

ORGANIZED SPORTS

| | |
|---------------------------------|------------------|
| Personal Services | 8,343.00 |
| Personnel Benefits | 1,443.77 |
| Contractual Services | 2,000.00 |
| Supplies & Materials | 5,000.00 |
| Refunds & Reimbursements | 1,000.00 |
| TOTAL - ORGANIZED SPORTS | 17,786.77 |

CONCESSIONS

| | |
|----------------------------|------------------|
| Personal Services | 15,450.00 |
| Personnel Benefits | 2,673.67 |
| Contractual Services | 500.00 |
| Supplies & Materials | 5,000.00 |
| TOTAL - CONCESSIONS | 23,623.67 |

TOTALS: RECREATION FUND

| | |
|---|---------------------|
| RECREATION BOARD | 2,529.96 |
| PLAYGROUND | 93,621.08 |
| ADMINISTRATION | 1,243,361.13 |
| SWIM GOLF TENNIS | 69,080.82 |
| SKATING | 62,857.70 |
| ORGANIZED SPORTS | 17,786.77 |
| CONCESSIONS | 23,623.67 |
| TOTAL EXPENDITURES - RECREATION FUND | 1,512,861.13 |

SECTION 9. That there be appropriated from the **STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND** for the following purposes:

STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND

STREET CLEANING

| | |
|--------------------------------|-------------------|
| Personal Services | - |
| Personnel Benefits | - |
| Contractual Services | - |
| Supplies & Materials | 235,000.00 |
| Intergovernmental | 158,500.00 |
| Capital Outlay | - |
| TOTAL - STREET CLEANING | 393,500.00 |

ORDINANCE NO.: 23-2025

TRAFFIC CONTROL

| | |
|-------------------------------|-------------------|
| Personal Services | 67,459.99 |
| Personnel Benefits | 40,720.63 |
| Contractual Services | 40,000.00 |
| Supplies & Materials | 12,000.00 |
| Intergovernmental | 13,700.00 |
| Capital Outlay | - |
| TOTAL -TRAFFIC CONTROL | 173,880.62 |

STREET CONSTRUCTION

| | |
|------------------------------------|---------------------|
| Personal Services | 735,599.75 |
| Personnel Benefits | 521,007.38 |
| Contractual Services | 230,250.00 |
| Supplies & Materials | 130,000.00 |
| Intergovernmental | 142,700.00 |
| Capital Outlay | 1,714,276.44 |
| TOTAL - STREET CONSTRUCTION | 3,473,833.57 |

TOTALS: STREET CONSTRUCTION, MAINTENANCE & REPAIR FUND

| | |
|----------------------------|---------------------|
| STREET CLEANING | 393,500.00 |
| TRAFFIC CONTROL | 173,880.62 |
| STREET CONSTRUCTION | 3,473,833.57 |

TOTAL EXPENDITURES - ST. CONSTRUCTION, MAINT. & REPAIR FUND **4,041,214.19**

SECTION 10. That there be appropriated from the **STATE HIGHWAY IMPROVEMENT FUND** for the following purposes:

STATE HIGHWAY IMPROVEMENT FUND

STREET CONSTRUCTION

| | |
|--|------------------|
| Personal Services | 56,802.59 |
| Personnel Benefits | 38,226.35 |
| Contractual Services | - |
| Supplies & Materials | - |
| TOTAL - STATE HIGHWAY - STREET CONSTRUCTION | 95,028.94 |

SECTION 11. That there be appropriated from the **CITY INCOME TAX FUND** for the following purposes:

CITY INCOME TAX FUND

INCOME TAX FUND

| | |
|--|-------------------|
| Contractual Services | 450,000.00 |
| Intergovernmental | - |
| TOTAL EXPENDITURES - CITY INCOME TAX FUND | 450,000.00 |

SECTION 12. That there be appropriated from the **MOTOR VEHICLE LICENSE TAX FUND** for the following purposes:

MOTOR VEHICLE LICENSE TAX FUND

MOTOR VEHICLE LICENSE TAX FUND

| | |
|--|----------|
| Intergovernmental | - |
| TOTAL EXPENDITURES - MOTOR VEHICLE LICENSE TAX FUND | - |

SECTION 13. That there be appropriated from the **STORM & SANITARY SEWER FUND** for the following purposes:

STORM & SANITARY SEWER CONSTRUCTION FUND

STORM & SANITARY SEWER

| | |
|--|---------------------|
| Personal Services | 58,802.59 |
| Personnel Benefits | 38,372.45 |
| Contractual Services | 165,000.00 |
| Supplies & Materials | 10,000.00 |
| Intergovernmental | 756,000.00 |
| TOTAL EXPENDITURES - STORM & SANITARY CONSTRUCTION FUND | 1,028,175.04 |

ORDINANCE NO.: 23-2025

SECTION 14. That there be appropriated from the WATER MAIN REPAIR AND MAINTENANCE FUND for the following purposes:

WATER MAIN REPAIR AND MAINTENANCE FUND

WATER MAINS

| | |
|----------------------|--------------|
| Contractual Services | 4,492,000.00 |
|----------------------|--------------|

| | |
|---|---------------------|
| TOTAL EXPENDITURES - WATER MAIN REPAIR AND MAINT. FUND | 4,492,000.00 |
|---|---------------------|

SECTION 15. That there be appropriated from the FEDERAL NUTRITION BUDGET PROGRAM FUND for the following purposes:

FEDERAL NUTRITION BUDGET PROGRAM FUND

NUTRITION PROGRAM

| | |
|----------------------|------------|
| Personal Services | 294,250.89 |
| Personnel Benefits | 139,206.95 |
| Contractual Services | 16,200.00 |
| Supplies & Materials | 9,500.00 |
| Intergovernmental | 78,200.00 |
| Capital Outlay | 10,000.00 |

| | |
|---|-------------------|
| TOTAL EXPENDITURES - NUTRITION PROGRAM | 547,357.84 |
|---|-------------------|

SECTION 16. That there be appropriated from the COMMUNITY DEVELOPMENT BLOCK GRANT FUND for the following purposes:

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

COMMUNITY DEVELOPMENT

| | |
|----------------------|-----------|
| Contractual Services | 55,000.00 |
| Supplies & Materials | 1,000.00 |
| Capital Outlay | - |

| | |
|--------------------------|---|
| Refunds & Reimbursements | - |
|--------------------------|---|

| | |
|---|------------------|
| TOTAL EXPENDITURES - COMMUNITY DEVELOPMENT | 56,000.00 |
|---|------------------|

SECTION 17. That there be appropriated from the LAW ENFORCEMENT TRUST FUND for the following purposes:

LAW ENFORCEMENT TRUST FUND

LAW ENFORCEMENT TRUST

| | |
|----------------------|----------|
| Contractual Services | 8,000.00 |
| Supplies & Materials | 5,000.00 |
| Capital Outlay | - |

| | |
|--|------------------|
| TOTAL EXPENDITURES - LAW ENFORCEMENT TRUST FUND | 13,000.00 |
|--|------------------|

SECTION 18. That there be appropriated from the INDIGENT DRIVER ALCOHOL TREATMENT FUND for the following purposes:

INDIGENT DRIVER ALCOHOL TREATMENT FUND

INDIGENT DRIVER ALCOHOL TREATMENT

| | |
|----------------------|------------|
| Contractual Services | 152,200.00 |
|----------------------|------------|

| | |
|---|-------------------|
| TOTAL EXPENDITURES - INDIGENT DRIVER ALCOHOL TREAT. FUND | 152,200.00 |
|---|-------------------|

SECTION 19. That there be appropriated from the ENFORCEMENT AND EDUCATION FUND for the following purposes:

ENFORCEMENT AND EDUCATION FUND

ENFORCEMENT & EDUCATION

| | |
|----------------------|----------|
| Contractual Services | 5,000.00 |
| Capital Outlay | - |

| | |
|--|-----------------|
| TOTAL EXPENDITURES - ENFORCEMENT & EDUCATION FUND | 5,000.00 |
|--|-----------------|

ORDINANCE NO.: 23-2025

SECTION 20. That there be appropriated from the FEMA FUND for the following purposes:

FEMA FUND

FEMA FUND

Intergovernmental

-

TOTAL EXPENDITURES - FEMA FUND

-

SECTION 21. That there be appropriated from the DEBT AMORTIZATION FUND for the following purposes:

DEBT AMORTIZATION FUND

DEBT AMORTIZATION FUND

Intergovernmental

750,000.00

TOTAL EXPENDITURES - DEBT AMORTIZATION FUND

750,000.00

SECTION 22. That there be appropriated from the OPIOID SETTLEMENT FUND for the following purposes:

OPIOID SETTLEMENT FUND

OPIOID SETTLEMENT FUND

Contractual Services

65,300.00

TOTAL EXPENDITURES - OPIOID SETTLEMENT FUND

65,300.00

SECTION 23. That there be appropriated from the MUNICIPAL COURT PROBATION SERVICE FUND for the following purposes:

MUNICIPAL COURT PROBATION SERVICE FUND

MUNICIPAL COURT PROB. SERVICE FUND

Personal Services

-

Personnel Benefits

-

Contractual Services

3,000.00

Supplies & Materials

-

Intergovernmental

140,000.00

Capital Outlay

-

TOTAL EXPENDITURES - MUNICIPAL COURT PROB. SERVICE FUND

143,000.00

SECTION 24. That there be appropriated from the MUNICIPAL COURT SPECIAL SERVICES FUND for the following purposes:

MUNICIPAL COURT SPECIAL SERVICES FUND

MUNICIPAL COURT SPECIAL SERVICE FUND

Personal Services

-

Personnel Benefits

12,500.00

Contractual Services

35,000.00

Supplies & Materials

2,500.00

Intergovernmental

120,000.00

Capital Outlay

-

TOTAL EXPENDITURES - MUNICIPAL COURT SPECIAL SERVICES FUND

170,000.00

SECTION 25. That there be appropriated from the MUNICIPAL COURT CAPITAL IMPROVEMENT FUND for the following purposes:

MUNICIPAL COURT CAPITAL IMPROVEMENT FUND

MUNICIPAL COURT CAPITAL IMPR. FUND

Personal Services

-

Personnel Benefits

-

Contractual Services

5,500.00

Supplies & Materials

73,000.00

Intergovernmental

5,000.00

Capital Outlay

45,000.00

Debt Service

10,000.00

TOTAL EXPENDITURES - MUNICIPAL COURT CAPITAL IMPR. FUND

138,500.00

ORDINANCE NO.: 23-2025

SECTION 26. That there be appropriated from the GARFIELD HEIGHTS FAMILY RESOURCE CENTER FUND for the following purposes:

GARFIELD HEIGHTS FAMILY RESOURCE CENTER

GARFIELD HEIGHTS FAMILY RESOURCE CENTER FUND

| | |
|--|-----------------|
| Personal Services | 5,000.06 |
| Personnel Benefits | 865.27 |
| Contractual Services | 250.00 |
| Supplies & Materials | - |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL EXPENDITURES - GH FAMILY RESOURCE CENTER FUND | 6,115.33 |

SECTION 27. That there be appropriated from the MUNI COURT SP PROJECT BUILDING FUND for the following purposes:

MUNI COURT SP PROJECT BUILDING FUND

MUNI COURT SP PROJECT BUILDING FUND

| | |
|---|------------------|
| Contractual Services | 50,000.00 |
| TOTAL EXPENDITURES - MUNI COURT SP PROJECT BUILDING FUND | 50,000.00 |

SECTION 28. That there be appropriated from the MUNICIPAL COURT TRAFFIC CAMERA REV FUND for the following purposes:

MUNICIPAL COURT TRAFFIC CAMERA REV FUND

MUNICIPAL COURT TRAFFIC CAMERA REV FUND

| | |
|--|---------------------|
| Personal Services | - |
| Personnel Benefits | - |
| Contractual Services | 15,000.00 |
| Supplies & Materials | 3,000.00 |
| Intergovernmental | 1,025,000.00 |
| Capital Outlay | - |
| Refunds & Reimbursements | - |
| TOTAL EXPENDITURES - MC TRAFFIC CAMERA REV FUND | 1,043,000.00 |

SECTION 29. That there be appropriated from the STREET IMPROVEMENT NOTE 2025 for the following purposes:

STREET IMPROVEMENT NOTE 2025

STREET IMPROVEMENT BOND 2025

| | |
|--|----------|
| Contractual Services | - |
| Debt Service | - |
| TOTAL EXPENDITURES - STREET IMPROVEMENT NOTE 2025 | - |

SECTION 30. That there be appropriated from the POLICE CRIMINAL JUSTICE SERVICE GRANT FUND for the following purposes:

POLICE CRIMINAL JUSTICE SERVICE GRANT

POLICE CRIMINAL JUSTICE SERVICE GRANT FUND

| | |
|--|----------|
| Personal Services | - |
| Personnel Benefits | - |
| Contractual Services | - |
| Supplies & Materials | - |
| Intergovernmental | - |
| Capital Outlay | - |
| TOTAL EXPENDITURES - POLICE CRIMINAL JUSTICE SERVICE GRANT FUND | - |

SECTION 31. That there be appropriated from the GRANGER ROAD/TRANSPORTATION BLVD IMPR FUND for the following purposes:

GRANGER ROAD / TRANSPORTATION BLVD. IMPROVEMENT FUND

GRANGER ROAD / TRANSPORTATION BLVD. IMPROVEMENT FUND

| | |
|--|-------------------|
| Contractual Services | 896,358.41 |
| TOTAL EXPENDITURES - GRANGER RD/TRANSPORT IMPV FD | 896,358.41 |

ORDINANCE NO.: 23-2025

SECTION 32. That there be appropriated from the I-480 GRANGER ROAD INTERCHANGE FUND for the following purposes:

I-480 GRANGER ROAD INTERCHANGE FUND

I-480 GRANGER ROAD INTERCHANGE FUND

| | |
|---|-------------------|
| Contractual Services | 100,000.00 |
| TOTAL EXPENDITURES - I-480 GRANGER ROAD INTERCHANGE FUND | 100,000.00 |

SECTION 33. That there be appropriated from the TRANSPORTATION/ANTENUCCI IMP FUND 2004 FUND for the following purposes:

TRANSPORTATION/ANTENUCCI IMPROVEMENT FUND 2004

TRANSPORTATION/ANTENUCCI IMPROVEMENT FUND 2004

| | |
|---|------------------|
| Contractual Services | 44,269.00 |
| TOTAL EXPENDITURES - TRANSPORTATION/ANTENUCCI IMPR FD 04 | 44,269.00 |

SECTION 34. That there be appropriated from the GH PUBLIC IMP TAX INCREMENT EQUIVALENT FUND for the following purposes:

GH PUBLIC IMP TAX INCREMENT EQUIVALENT FUND

GH PUBLIC IMP TAX INCREMENT EQUIVALENT FUND

| | |
|---|-----------------|
| Contractual Services | 1,500.00 |
| TOTAL EXPENDITURES - GH PUBLIC IMP TAX INCREMENT EQUIVALENT FUND | 1,500.00 |

SECTION 35. That there be appropriated from the BOND RETIREMENT FUND for the following purposes:

BOND RETIREMENT FUND

BOND RETIREMENT

| | |
|--|---------------------|
| Contractual Services | 60,200.00 |
| Debt Service | 6,207,133.00 |
| TOTAL EXPENDITURES - BOND RETIREMENT FUND | 6,267,333.00 |

SECTION 36. That there be appropriated from the REVOLVING EQUIPMENT FUND for the following purposes:

REVOLVING EQUIPMENT FUND

REVOLVING EQUIPMENT FUND

| | |
|--|---------------------|
| Personal Services | 244,957.01 |
| Personnel Benefits | 161,593.44 |
| Contractual Services | 145,000.00 |
| Bonds & Insurance | 120,000.00 |
| Supplies & Materials | 578,000.00 |
| Capital Outlay | 30,000.00 |
| TOTAL EXPENDITURES - REVOLVING EQUIPMENT FUND | 1,279,550.45 |

SECTION 37. That there be appropriated from the RESTRICTED FUND for the following purposes:

RESTRICTED FUND

RESTRICTED FUND

| | |
|---|-------------------|
| Contractual Services | 100,000.00 |
| Supplies & Materials | - |
| Intergovernmental | 70,000.00 |
| Refunds & Reimbursements | 100,000.00 |
| TOTAL EXPENDITURES - RESTRICTED FUND | 270,000.00 |

ORDINANCE NO.: 23-2025

SECTION 38. This Ordinance is hereby declared to be an emergency measure necessary for the peace, health, and welfare of the citizens of the City of Garfield Heights, Ohio, and for daily operation of the Municipal Departments and shall be in full force from and after its passage and approval by the Mayor otherwise, after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

EFFECTIVE DATE: _____

Vote Outcome: Passed
Yes: 15 No: 0
Adopted Date: 3-24-2025
Effective Date: 3-24-2025

ORDINANCE NO.: 24-2025
SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE PUBLIC ENTITIES POOL OF OHIO TO PROVIDE GENERAL LIABILITY AND PROPERTY INSURANCE TO THE CITY OF GARFIELD HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the City of Garfield Heights ("City") to contract for insurance coverage for general liability and property; and

WHEREAS, the City has an agreement with Ohio Plan Risk Management, Inc. to provide such coverage, which is set to expire on March 31, 2025, and has received a renewal proposal; and

WHEREAS, the City has also sought and received a proposal from the Public Entities Pool of Ohio ("PEP") to provide said coverage for the City; and

WHEREAS, PEP is a local government risk-sharing pool comprised of more than 600 public entities, and has been endorsed by the Ohio Municipal League as one of the leading insurance alternatives for public entities in the state of Ohio; and

WHEREAS, the City has determined that PEP is best suited to meet the needs of the City while maintaining competitive pricing and would like to enter into an agreement with PEP to provide said general liability and property insurance to the City.

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 or his designee is hereby authorized and directed to enter into an agreement with PEP to provide general liability and property insurance to the City of Garfield Heights for a term beginning April 1, 2025 and expiring on March 31, 2026. Said agreement is attached hereto as Exhibit A and incorporated as if fully written 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 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: 3-24-2025

APPROVED: Matthew A. Burke
MAYOR

Amy Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 3-24-2025

Vote Outcome: Passed
Yes: 5 No: 0
Adopted Date: 3-24-2025
Effective Date: 4-23-2025

RESOLUTION NO.: 16-2025

SPONSORED BY: COUNCILWOMAN TENISHA MACK

CO-SPONSORED BY: MAYOR MATTHEW A. BURKE, ALL OF COUNCIL

A RESOLUTION HONORING AULIYA LOVAS FOR HER
DEDICATION TO CHILDCARE AND HER CONTRIBUTIONS TO
THE COMMUNITY DURING WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month is a time to recognize and celebrate the achievements of women who have made a lasting impact in their communities and professions; and

WHEREAS, Auliya Lovas has dedicated 27 years to the field of childcare, providing compassionate, high-quality early childhood education and ensuring that children receive the care and support they need to thrive; and

WHEREAS, Auliya Lovas turned her passion for childcare into a business, starting from her home seven years ago. Through her dedication and hard work, she established Liya's Learning Center at 4949 Turney Road, which has proudly served the Garfield Heights community for the past two years; and

WHEREAS, Liya's Learning Center offers a safe and nurturing environment for children, providing essential services such as nutritious meals, field trips, homework assistance, summer care programs, and more, ensuring that families in Garfield Heights have access to quality childcare; and

WHEREAS, Auliya Lovas has remained steadfast in her mission to create a loving and supportive space for children, demonstrating her commitment to shaping the future of our community through early education; and

WHEREAS, the City of Garfield Heights recognizes and appreciates the invaluable contributions Auliya Lovas has made in uplifting families and promoting a strong foundation for the next generation.

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 of the City of Garfield Heights hereby honor Auliya Lovas for her continued service and unwavering dedication to uplifting the youth of our community.

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

PASSED: 3-24-2025

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lotus Overly
CLERK OF COUNCIL

Amy Johnson
PRESIDENT OF COUNCIL
EFFECTIVE DATE: 4-23-2025