

ORDINANCE NO.: 80-2021

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF GARFIELD HEIGHTS WITH THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT TO PROVIDE HEALTH SERVICES TO THIS CITY FOR THE YEARS 2022-23

WHEREAS, The present Health Services Contract of the City of Garfield Heights, Ohio, with the Cuyahoga County Board of Health (CCBH) will expire on December 31, 2021, and

WHEREAS, the per capita rate for health services provided will be six dollars (\$6.00) in 2022 and six dollars and sixty cents (\$6.60) in 2023.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a contract on behalf of this City with the Cuyahoga County Board of Health for Public Health Services to be supplied to the City of Garfield Heights, Ohio, by the said Cuyahoga County Board of Health for the years 2022-23, the fee for said services to be three hundred and seventy-five thousand, two-hundred and forty-one dollars (\$375,241.00)

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. A copy of said contract with correspondence is attached hereto, incorporated herein, and made part hereof, as though fully rewritten, and is identified herein as "Exhibit A".

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____

MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

EFFECTIVE DATE: _____

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2022** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Garfield Heights**, a political subdivision, with its principal office located at 5407 Turney Road, Garfield Heights, Ohio 44125 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2021 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

(a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).

(b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:

(i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

(a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.

(b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

(c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.

(d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

(a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September, 2021 is 29,781 residents. The current per capita rate established by the Board is \$6.00 per capita for calendar year 2022 and \$6.60 per capita for calendar year 2023. The total amount due based on the per capita rate will be One Hundred Seventy Eight Thousand Six Hundred Eighty Six Dollars and No Cents (\$178,686.00) for calendar year 2022 and be One Hundred Ninety Six Thousand Five Hundred Fifty Five Dollars and No Cents (\$196,555.00) for calendar year 2023. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.

(b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Seventy Eight Thousand Six Hundred Eighty Six Dollars and No Cents (**\$178,686.00**) for calendar year 2022 and the total annual sum of One Hundred Ninety Six Thousand Five Hundred Fifty Five Dollars and No Cents (**\$196,555.00**) for calendar year 2023. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Eighty Nine Thousand Three Hundred Forty Three Dollars and No Cents (**\$89,343.00**) from the regular property tax settlement to be made for said City for calendar year 2022 and Ninety Eight Thousand Two Hundred Seventy Seven Dollars and Fifty Cents (**\$98,277.50**) from the regular property tax settlement to be made for said City for calendar year 2023.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE CITY:

City of Garfield Heights
Attention: Mayor Vic Collova
5407 Turney Road
Garfield Heights, Ohio 44125

And

City of Garfield Heights
Attention: Director of Law
5407 Turney Road
Garfield Heights, Ohio 44125

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Vic Collova

By: _____

Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Garfield Heights** for the calendar years 2022 and 2023 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

ORDINANCE NO.: 81-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 55-2021, THE CITY OF GARFIELD HEIGHTS' PLAN OF CLASSIFICATION AND COMPENSATION OF NON-UNION PAY POSITIONS

WHEREAS, Pursuant to the City of Garfield Heights Codified Ordinances Chapter 141, it is necessary from time to time to amend and supplement the City's plan of classification and compensation of positions in a consolidated format, and

WHEREAS, it is the Mayor's desire to do the following: 1) create the position of "Senior Center Manager" in the Social Services Department.

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

SECTION 1. The City of Garfield Heights' current plan of classification and compensation shall read as follows (**bold** indicating what language will be added):

1	Executive Administrative Assistant	Executive	5
1	MIS Manager	Executive	5
1	Building & Housing Commissioner	Building	9
3	Housing Enforcement Coordinator	Building	5
3	Administrative Assistants	Service/Econ Dev/Building	5
1	Administrative Assistant	Police	5
1	Finance Director	Finance	10
1	Personnel Administrator / Payroll	Finance	7
1	Administrative Manager	Finance	7
1	Finance Administrative Clerk	Finance	3
1	Director of Law	Law	9
1	Chief Police Prosecutor / Assistant Director of Law	Law	8
1	Assistant Director of Law	Law	4
1	Police Prosecutor	Law	4
1	Paralegal	Law	5
1	Legal Administrative Assistant	Law	5
1	Parks & Recreation Director	Recreation	9
1	Recreation Coordinator	Recreation	5
1	Public Service Director	Service	9
3	Foreman	Service	6
1	Economic Development Director	Economic Development	9
1	Community/PR Coordinator	Economic Development	5
1	Social Services Director	Social Services	9
1	Administrative Assistant	Social Services	5
1	Center Manager	Family Resource Center	2
1	Senior Center Manager	Social Services	8

1	Activities Coordinator	Senior Center	2
1	Human Resources Director	Human Resources	9
1	Payroll Clerk	Human Resources	3
P/T as needed	Safety Coordinator	Executive	5
P/T as needed	Administrative Assistant	Police	5
P/T as needed	Diversion manager	Family Resource Center	2
P/T as needed	Community Service Manager	Family Resource Center	2
P/T as needed	Community Service Assistant	Family Resource Center	1
P/T as needed	Community Affairs Coordinator	Family Resource Center	2
P/T as needed	Activities Assistant	All	1
P/T as needed	Outreach Worker	Senior Center	2
P/T as needed	Kitchen Aide I	Senior Center	1
P/T as needed	Kitchen Aide II	Senior Center	2
P/T as needed	Account Clerk I	All	1
P/T as needed	Account Clerk II	All	2
P/T as needed	Account Clerk III	All	3
P/T as needed	Cleaning Personnel I	Service	1
P/T as needed	Cleaning Personnel II	Service	2
P/T as needed	Custodian I	Service	1
P/T as needed	Custodian II	Service	2
P/T as needed	Seasonal Laborer	Service	2
P/T as needed	Inspector I	Building	1
P/T as needed	Inspector II	Building	2
P/T as needed	Inspector III	Building	3
P/T as needed	Housing Resources Liaison	Building	4
P/T as needed	Housing Enforcement Coordinator	Building	5
P/T as needed	Law Clerk/Paralegal II	Law	2
P/T as needed	Administrative Assistant I	All	1
P/T as needed	Administrative Assistant II	All	2
P/T as needed	Administrative Assistant III	All	3
P/T as needed	Attendant I	Recreation	1
P/T as needed	Attendant II	Recreation	2
P/T as needed	Lifeguard I	Recreation	1
P/T as needed	Lifeguard II	Recreation	2
P/T as needed	Maintenance, Cashier I	Recreation/Service	1
P/T as needed	Maintenance, Cashier II	Recreation/Service	2
P/T as needed	Supervisor I	Recreation	3
P/T as needed	Supervisor II	Recreation	4
P/T as needed	Supervisor III	Recreation	5
P/T as needed	School Guard	Police	1
P/T as needed	Building Security	Service	1
P/T as needed	Auxiliary Jailer I	Police	1
P/T as needed	Auxiliary Jailer II	Police	2
P/T as needed	Auxiliary Jailer III	Police	3
P/T as needed	Dispatcher I	Police	1
P/T as needed	Dispatcher II	Police	2
P/T as needed	Dispatcher III	Police	3

SECTION 2. Existing Ordinance No. 52-2021 and any other non-union pay ordinances of the City of Garfield Heights, Ohio, is hereby repealed insofar as it is inconsistent with the provisions contained herein on and after the effective date of this Ordinance.

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: _____

APPROVED: _____
MAYOR _____ PRESIDENT OF COUNCIL _____

ATTEST: _____ EFFECTIVE DATE: _____
CLERK OF COUNCIL

PAY RANGE / STEP SCALE - NON UNION EMPLOYEES

ORDINANCE NO.: 82-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILPERSONS MICHAEL NENADOVICH, JASON BLAKE
AND THOMAS VAUGH

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 39-2021 AUTHORIZING AND DIRECTING THE MAYOR, TO EXECUTE THE AMENDED "URBAN JOBS AND ENTERPRISE ZONE AGREEMENT" BETWEEN GARFIELD HEIGHTS, OHIO 44125 AND JT LEONARD CONTRACTORS LLC AND JTL GRANGER 9601 LLC FOR THE PURPOSE OF PROVIDING INCENTIVES FOR THE DEVELOPMENT OF AN URBAN JOBS AND ENTERPRISE ZONE.

WHEREAS, The Council of the City of Garfield Heights, by Ordinance No. 40-1989 adopted on June 6, 1989, designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the city of Garfield Heights has encouraged the development of real property and the acquisition of real property located in the area designated as an Enterprise Zone; and

WHEREAS, the Property Owner, JTL Granger 9601 LLC purchased an existing 33,600 square foot building and plans to renovate the building; and

WHEREAS, JT Leonard Contractors LLC will move its business operations to the building to preserve and create employment opportunities and also plans to lease one half of the building to another business; and

WHEREAS, the city of Garfield Heights has investigated the application of JT Leonard Contractors LLC/JTL Granger 9601 LLC and determined the businesses are qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the city of Garfield Heights; and

WHEREAS, the project will begin in May-June, 2021 and all acquisition, construction and renovation will be completed by December, 2021; and

WHEREAS, the City would benefit from providing JT Leonard Contractors LLC and JTL Granger 9601 LLC with real property tax incentives available to businesses within the Enterprise Zone.

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

SECTION 1. The Mayor be and he is hereby authorized and directed to execute the amended Urban Jobs and Enterprise Zone Agreement between the City of Garfield Heights, Ohio 44125 and JT Leonard Contractors LLC and JTL Granger 9601 LLC for real property tax abatement. A copy of said Agreement is attached hereto and expressly made a part by reference and marked "Exhibit A".

SECTION 2. The City of Garfield Heights would benefit from providing the Company with real property tax incentives available to businesses within the Enterprise Zone.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate 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: _____

APPROVED: _____
MAYOR _____ PRESIDENT OF COUNCIL _____

ATTEST: _____ EFFECTIVE DATE: _____
CLERK OF COUNCIL _____

OHIO ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the city of Garfield Heights, Ohio, a municipal corporation, with its main offices located at 5407 Turney Road, Garfield Heights, Ohio 44125 (hereinafter referred to as "Garfield Heights") and JT Leonard Contractors LLC, an Ohio Limited Liability Company, with its main offices located at 5201 Grant Avenue, Cuyahoga Heights, Ohio 44125 (as the job creator, hereinafter referred to as "Enterprise") and JTL Granger 9601 LLC, an Ohio Limited Liability Company, with its main offices located at 5201 Grant Avenue, Cuyahoga Heights, Ohio 44125 (hereinafter referred to as "Property Owner")

WITNESSETH;

WHEREAS, the city of Garfield Heights has encouraged the development of real property and the acquisition of real property located in the area designated as an Enterprise Zone; and

WHEREAS, the Property Owner, JTL Granger 9601 LLC, is desirous of renovating an existing 33,600 square foot building located at 9601 Granger Road, Garfield Heights and the Enterprise, JT Leonard Contractors LLC will move its business operations into the building to preserve and create employment opportunities and lease one half of the building to another business (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the city of Garfield Heights, by Ordinance No. 40-1989 adopted on June 6, 1989, designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective July 9, 1989, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 40-1989 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the city of Garfield Heights, having the appropriate authority for the stated type of project is desirous of providing the Property Owner, JTL Granger 9601 LLC with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, JT Leonard Contractors LLC submitted a proposed agreement application (herein attached as Exhibit A) to the city of Garfield Heights, said application, (hereinafter referred to as "APPLICATION"); and

WHEREAS, JT Leonard Contractors LLC has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the city of Garfield Heights has investigated the application of JT Leonard Contractors LLC/ JTL Granger 9601 LLC and has recommended the same to the Council of the city of Garfield Heights on the basis that JT Leonard Contractors LLC/ JTL Granger 9601 LLC is

qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the city of Garfield Heights; and

WHEREAS, the project site as proposed by JT Leonard Contractors LLC/ JTL Granger 9601 LLC is located in the Garfield Heights City School District and the Cuyahoga County Career Center and the Boards of Education of the Garfield Heights City School District and the Cuyahoga County Career Center have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C), 5709.63(A) or 5709.632 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained; now,

THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall renovate a 33,600 square foot facility at 9601 Granger Road, Garfield Heights, Ohio as same is known as Permanent Parcel No. 542-18-024 as designated on the Auditors revised list of lots in the city of Garfield Heights, Ohio. JT Leonard Contractors LLC will move its office and warehouse operations to the facility. Improvements include: a complete office renovation, new LED lighting in the entire building, new siding, new windows, employee entrance and convert the building into a multi-unit building. Assets valued at three hundred thousand dollars (\$300,000) will be relocated and include tools, equipment and vehicles.

PROJECT INVESTMENT	Minimum	Maximum
Acquisition of building - \$1,300,000	\$1,300,000	\$1,300,000
Additions/new construction	\$0	\$0
Improvements to existing building	\$350,000	\$550,000
Machinery & equipment	\$0	\$0
Furniture & fixtures	\$50,000	\$100,000
Inventory	\$0	\$0
TOTAL	\$2,000,000	\$2,250,000

The PROJECT will begin April, 2021 and all acquisition, construction and installation is anticipated to be completed by ~~August or September~~ December, 2021.

Project eligibility determination: The total investment in the renovation and occupancy of a vacant building exceeds 20% of the purchase cost.

2. As the job creator, JT Leonard Contractors LLC shall create within a time period not exceeding eighty one hundred eight months after the commencement of construction of the aforesaid facility, the equivalent of five (5) new full-time equivalent permanent job opportunities and the business shall retain seventeen (17) existing full-time equivalent jobs.

The schedule for hiring is as follows: five (5) full-time equivalent permanent jobs shall be in place by June 30, 2028 2030. JT Leonard Contractors LLC does not have employees at the Garfield Heights project site. In total, JT Leonard Contractors LLC has seventeen (17) full-time permanent employees in the State of Ohio, said jobs shall be retained through the time period that this agreement is in effect.

The retention of the existing jobs will maintain the current annual payroll of one million three hundred eighty-eight thousand dollars (\$1,388,000). The increase in the number of employees will result in approximately two hundred seventy-five thousand dollars (\$275,000) of additional annual payroll for JT Leonard Contractors LLC.

	Employees	Payroll	Type	Status
JOB RETENTION 9601 Granger Road, Garfield Heights	17	\$1,388,000	Office & field trades	Full-time permanent
JOB CREATION				
Year 1 (balance of 2021)	0			
Year 2 – 2022	0			
Year 3 – 2023	0			
Year 4 – 2024	0			
Year 5 – 2025	0			
Year 6 - 2026	0			
Year 7 - 2027	0			
Year 8 – June 31, 2028 Year 8 - 2028	5	\$275,000	Office & field trades	Full-time permanent
Year 9 - 2029	0			
Year 10 – June 30, 2030	0			
TOTAL	22	\$1,663,000		

3. JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The city of Garfield Heights hereby grants JT Leonard Contractors LLC/ JTL Granger 9601 LLC a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code and shall be in the following amounts: seventy five percent (75%) for ~~seven and one half (7.5)~~ nine and one half (9.5) years, ending on June 30, 2030.

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2021 nor extend beyond ~~June 31, 2028~~ June 30, 2030.

JT Leonard Contractors LLC/ JTL Granger 9601 LLC must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form must be filed annually.

6. The continuation of this agreement is subject to the validity of the circumstances upon which JT Leonard Contractors LLC/ JTL Granger 9601 LLC applied for and the Director of the Ohio Development Services Agency issued the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this agreement by city of Garfield Heights, discovers that such a circumstance did not exist, JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall be deemed to have materially failed to comply with this agreement.
7. JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the city of Garfield Heights once per year for each year the agreement is effective on the days and in the following form: certified check. The fee is to be paid to the Finance Director and made out to city of Garfield Heights. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

8. JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If JT Leonard Contractors LLC/ JTL Granger 9601 LLC fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. The city of Garfield Heights shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
10. If for any reason the Enterprise Zone designation expires, or the Director of the Ohio Development Services Agency revokes certification of the zone, or the city of Garfield Heights revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless JT Leonard Contractors LLC/ JTL Granger 9601 LLC materially fails to fulfill their obligations under this agreement and the city of Garfield Heights terminates or modifies the exemptions from taxation granted under this agreement.

11. If JT Leonard Contractors LLC/ JTL Granger 9601 LLC materially fails to fulfill its obligations under this agreement, or if the city of Garfield Heights determines that the certification as to delinquent taxes required by this agreement is fraudulent, the city of Garfield Heights may terminate or modify the exemptions from taxation granted under this agreement.
12. JT Leonard Contractors LLC/ JTL Granger 9601 LLC hereby certifies that at the time this agreement is executed, JT Leonard Contractors LLC/ JTL Granger 9601 LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which JT Leonard Contractors LLC/ JTL Granger 9601 LLC is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, JT Leonard Contractors LLC/ JTL Granger 9601 LLC currently are paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against JT Leonard Contractors LLC/ JTL Granger 9601 LLC. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
13. JT Leonard Contractors LLC/ JTL Granger 9601 LLC affirmatively covenant that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
14. JT Leonard Contractors LLC/ JTL Granger 9601 LLC and the city of Garfield Heights acknowledge that this agreement must be approved by formal action of the legislative authority of the city of Garfield Heights as a condition for the agreement to take effect. This agreement takes effect upon such approval.
15. The city of Garfield Heights has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, JT Leonard Contractors LLC/ JTL Granger 9601 LLC are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that JT Leonard Contractors LLC/ JTL Granger 9601 LLC, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
17. JT Leonard Contractors LLC/ JTL Granger 9601 LLC affirmatively covenant that it has made no false statements to the State or local political subdivision in the process of

obtaining approval for the Enterprise Zone incentives. If any representative of JT Leonard Contractors LLC/ JTL Granger 9601 LLC has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, JT Leonard Contractors LLC/ JTL Granger 9601 LLC shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferable or assignable without the express, written approval of the city of Garfield Heights.

IN WITNESS WHEREOF, the city of Garfield Heights, Ohio, by Matthew A. Burke, its Mayor, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of October, 2021 and JT Leonard Contractors LLC and _____, its _____ and JTL Granger 9601 LLC and _____, its _____ has caused this instrument to be executed on this _____ day of October, 2021.

City of Garfield Heights
By:

Matthew A. Burke, Mayor

JT Leonard Contractors LLC
By:

Jason Effner, Principal

JTL Granger 9601 LLC
By:

Jason Effner, Principal

Approved as to form:

Timothy J. Riley, Law Director
City of Garfield Heights

RESOLUTION NO:

35-2021

SPONSORED BY:

CO-SPONSORED BY:

MAYOR MATTHEW BURKE
ALL OF COUNCIL

A RESOLUTION ON BEHALF OF THE MAYOR AND COUNCIL HONORING WARD 1 COUNCILMAN MICHAEL DUDLEY, SR., FOR HIS OUTSTANDING AND DEDICATED SERVICE TO THE CITY OF GARFIELD HEIGHTS.

WHEREAS, Michael Dudley, Sr., was born on January 14, 1961 to Lee and Pearl Dudley (His father Lee was career Army Master Sergeant) in Baltimore, Maryland. His family moved to Cleveland, Ohio in 1966; and

WHEREAS, Mike attended Patrick Henry Junior High, Glenville High School and Big Bend Community College, Moses Lake, WA. He proudly enlisted on March 6, 1978 into the United States army, achieving the Rank Staff Sergeant/E-6; and

WHEREAS, Michael married his high school sweetheart Una Dudley on January 16, 1979 and in 1995 they moved to Garfield Heights, Ohio. Michael and Una have raised nine (9) children Lekeeta, Letanya, Natausha, Kimberly, Michael Jr, Apolonia, Mitchell, Isaiah, Elijah, and have thirty-five (35) Grandchildren; and

WHEREAS, in addition to his outstanding military service, Michael Dudley, Sr. has worked as a foreman at Preform Sealant; messenger driver at Brinks, Inc.; highway tech for The Ohio Department of Transportation (ODOT); and most recently a CDL truck driver; and

WHEREAS, He was first elected to Garfield Heights City Council as the Ward 1 representative in November of 2007, and has proudly served on council for 14 years and is currently the Garfield Heights City Council Pro-Tem representative. During his service as a Councilmen Mike served on several council committees: Chair Ways & Means, member of Finance & Audit, Building, Service & Transportation, Safety, Recreation Board; and

WHEREAS, Michael has been an active member in the community including President of Non-profit Organization Citizens For a Better Community (CFABC), which provided numerous local programs, including Garfield Heights Annual Black Historical Programs since 2005. He currently serves as a member to The Cleveland Clinic Foundation Marymount Board of Trustees; and

WHEREAS, Michael Dudley, Sr. served the residents of Garfield Heights community by answering their phone calls, investigating complaints, solving problems, and working with other council members and the city administration to provide services and improve the quality of life and always maintained a positive attitude and influenced others to stay positive even during difficult times; and

WHEREAS, his hobbies include playing basketball, guitar and billiards, his greatest joy is spending time with his precious family and friends; and

WHEREAS, together we honor Michael Dudley, Sr. for his outstanding and dedicated service to the Garfield Heights community.

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

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

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

PASSED: _____

APPROVED: _____

MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

EFFECTIVE DATE _____

RESOLUTION NO:

36-2021

SPONSORED BY:

MAYOR MATTHEW BURKE

CO-SPONSORED BY:

ALL OF COUNCIL

A RESOLUTION ON BEHALF OF THE MAYOR AND COUNCIL HONORING WARD 3 COUNCILMAN MICHAEL NENADOVICH, FOR HIS OUTSTANDING AND DEDICATED SERVICE TO THE CITY OF GARFIELD HEIGHTS.

WHEREAS, Michael Nenadovich was born June 27, 1947 at Saint Alexis in Cleveland, Ohio; and

WHEREAS, Michael went to Holy Name Elementary School and graduated in 1966 from South High School. After graduation, he proudly enlisted in the United States Navy and served from February 13, 1966 to May 1, 1970 as Machinist Mate 2nd Class; and

WHEREAS, Mike married his wife, Bernadette February 13, 1971 at Holy Name Church in the middle of a snow storm. Michael and Bernadette moved to Horton Road in Garfield Heights in June of 1981. Together they raised their daughter Laurie who attended and graduated from Garfield Heights High School; and

WHEREAS, Mike was an electrician by trade and he worked as a manager at the Cleveland Electric Illuminating Company from November 1970 to June, 1998, and went on to work for Blaise Electrical Contractor from June 1, 1998 to May 10, 2010; and

WHEREAS, He was first elected to Garfield Heights City Council as the Ward 3 representative on November 9, 2009, and has proudly served on council 12 years and is currently the Garfield Heights Council President. During his service as a Councilman Mike also served as Council President Pro-Tem, as well as Chair to the Legislative Committee, Member of the Board of Control and Finance Committee; and

WHEREAS, Michael has been an active member in the community including Garfield Heights Democratic Club PAC. Mike coached Holy Name Elementary boys and girls soccer. Mike donated and helped with numerous city events throughout the years including driving the tractor for Harvestfest, and playing Santa to all the children during Christmas in July; and

WHEREAS, Michael Nenadovich served the residents of Garfield Heights community by answering their phone calls, investigating complaints, solving problems, and working with other council members and the city administration to provide services and improve the quality of life and always maintained a positive attitude and influenced others to stay positive even during difficult times; and

WHEREAS, Mike is a dedicated grandfather to his grandson, Devon attending all of his sporting events; and

WHEREAS, Mike will be retiring after his term ends and is looking forward to traveling with his wife, hunting and fishing; and

WHEREAS, together we honor Michael Nenadovich for his outstanding and dedicated service to the Garfield Heights community.

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

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

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

PASSED: _____

APPROVED: _____
MAYOR _____ PRESIDENT OF COUNCIL _____

ATTEST: _____
CLERK OF COUNCIL _____ EFFECTIVE DATE _____

RESOLUTION NO.: 37-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILPERSON THOMAS VAUGHN

AN EMERGENCY RESOLUTION APPOINTING FIVE (5) MEMBERS TO THE GARFIELD HEIGHTS LAND REUTILIZATION PROGRAM NEIGHBORHOOD ADVISORY COMMITTEE COMMENCING IMMEDIATELY AND ENDING DECEMBER 31, 2023.

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

WHEREAS, Ordinance No. 45-1993 amended the policy and established a Neighborhood Advisory Committee for the Garfield Heights Land Reutilization Program (“GHLRP”); and

WHEREAS, the Mayor wishes to appoint the following five (5) members to the Neighborhood Advisory Committee for the term commencing immediately and ending December 31, 2023:

Donna Bell
Trudy Bordonaro
Cotilia Decembly
Eileen Gryszel
Colleen Korpowski

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

SECTION 1. The appointment of Donna Bell, Trudy Bordonaro, Cotilia Decembly, Eileen Gryszel and Colleen Korpowski to the Neighborhood Advisory Committee of the Garfield Heights Land Reutilization Program, Ohio, commencing immediately and ending December 31, 2023, is hereby ratified and approved by this Council.

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

PASSED: _____

APPROVED: _____
MAYOR _____
PRESIDENT OF COUNCIL _____

ATTEST: _____
CLERK OF COUNCIL _____
EFFECTIVE DATE: _____