



COUNCIL UPDATE

February 21, 2020

MEETINGS & REMINDERS

Monday, February 24	-	6:30 p.m.	-	Finance Committee of Council
Wednesday, February 26	-	7:00 p.m.	-	Transportation Advisory Committee
Thursday, February 27	-	6:00 p.m.	-	Meet Your Police
Monday, March 2	-	6:30 p.m.	-	Committee of the Whole
	-	7:00 p.m.	-	City Council
Tuesday, March 3	-	5:30 p.m.	-	Landmark Commission
Thursday, March 5	-	6:00 p.m.	-	Meet Your Police

LEGISLATION

- **Red Cross Month.** A Resolution recognizing March 2020 as Red Cross Month in the City of Cleveland Heights
- **National Women's History Month.** A Resolution recognizing March 2020 as *National Women's History Month*
- **Fire Investigation Unit.** An Ordinance authorizing the City Manager and Mayor/President of Council to enter into an agreement to develop the Hillcrest-Heights Regional Fire Investigation Unit for fire origin and cause investigation services



CLEVELAND HEIGHTS

Finance Committee of Council

February 24, 2020

Agenda

1. Welcomes and Introductions
Melody Joy Hart, Chairperson
2. Refuse & Recycling Task Force Cost Analysis
Staff will present cost analysis
3. 2019 Preliminary Year End Financials
Staff will provide preliminary year end financial information



CITY OF CLEVELAND HEIGHTS
ACTIONS OF THE BOARD OF ZONING APPEALS
ON WEDNESDAY, FEBRUARY 19, 2020

CAL. NO. 3492a Dan Siegel, dba Integrity Reality Group, 2235 Overlook Dr. & 2345-61 Euclid Heights Blvd., MF-3 Multi-Family, requests variances (a)to Code Section 1123.08 to permit spacing between building 1 & existing house to be less than 54' minimum required.

Action: Granted 4-0 with the following conditions:

1. Variance 3492(a) is to permit the spacing between Building 1 and the existing house to vary from 26' to 39'6.5" as shown on the Building Separation Plan Revised dated Feb. 7, 2020;
2. Approval of the Architectural Board of Review;
3. Prior to issuance of a building permit, the applicant shall obtain approval from the Public Works Director that adequate utilities, access roads, grading/drainage are provided and that the Stormwater Management Plan complies with Code Chapter 1335;
4. Prior to issuance of a building permit, receipt of Planning Director approval of plans for landscaping, screening, tree preservation, tree protection, parking (bicycle and vehicle), and site lighting;
5. Requirement to maintain the historic white house, carriage house, and stone wall; and
6. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3492b Dan Siegel, dba Integrity Reality Group, 2235 Overlook Dr. & 2345-61 Euclid Heights Blvd., MF-3 Multi-Family, requests variances (b)to Code Section 1123.08 to permit spacing between building 2 & existing house to be less than 54' minimum required.

Action: Granted 4-0 with the following conditions:

1. Variance 3492(b) is to permit the spacing between Building 2 and the existing house to be 20'2" as shown on the Building Separation Plan Revised dated Feb. 7, 2020;
2. Approval of the Architectural Board of Review;
3. Prior to issuance of a building permit, the applicant shall obtain approval from the Public Works Director that adequate utilities, access roads, grading/drainage are provided and that the Stormwater Management Plan complies with Code Chapter 1335;
4. Prior to issuance of a building permit, receipt of Planning Director approval of plans for landscaping, screening, tree preservation, tree protection, parking (bicycle and vehicle), and site lighting;
5. Requirement to maintain the historic white house, carriage house, and stone wall; and
6. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3492c Dan Siegel, dba Integrity Reality Group, 2235 Overlook Dr. & 2345-61 Euclid Heights Blvd., MF-3 Multi-Family, requests variances (c)to Code Section 1123.08 to permit spacing between building 1 & existing apartment building to be less than 60' minimum required.

Action: Granted 4-0 with the following conditions:

1. Variance 3492(c) is to permit the spacing between Building 1 and the existing apartment building to be 29' to 44'6.5" as shown on the Building Separation Plan Revised dated February 7, 2020;
2. Approval of the Architectural Board of Review;
3. Prior to issuance of a building permit, the applicant shall obtain approval from the Public Works Director that adequate utilities, access roads, grading/drainage are provided and that the Stormwater Management Plan complies with Code Chapter 1335;
4. Prior to issuance of a building permit, receipt of Planning Director approval of plans for landscaping, screening, tree preservation, tree protection, parking (bicycle and vehicle), and site lighting;
5. Requirement to maintain the historic white house, carriage house, and stone wall; and
6. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3492d Dan Siegel, dba Integrity Reality Group, 2235 Overlook Dr. & 2345-61 Euclid Heights Blvd., MF-3 Multi-Family, requests variances (d) Code Section 1161.11(c) to permit drive aisle to be wider than 24' maximum permitted.

Action: Granted 4-0 with the following conditions:

1. Variance 3492(d) is to permit a portion of the drive aisle to be wider than the 24' permitted as shown on the Zoning Plan Revised dated February 4, 2020.
2. Approval of the Architectural Board of Review;
3. Prior to issuance of a building permit, the applicant shall obtain approval from the Public Works Director that adequate utilities, access roads, grading/drainage are provided and that the Stormwater Management Plan complies with Code Chapter 1335;
4. Prior to issuance of a building permit, receipt of Planning Director approval of plans for landscaping, screening, tree preservation, tree protection, parking (bicycle and vehicle), and site lighting;
5. Requirement to maintain the historic white house, carriage house, and stone wall; and
6. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3492e Dan Siegel, dba Integrity Reality Group, 2235 Overlook Dr. & 2345-61 Euclid Heights Blvd., MF-3 Multi-Family, requests variances (e) to Code Section 1123.07(c)(1) to permit building 3 to have rear yard setback less than minimum 15' required.

Action: Granted 4-0 with the following conditions:

1. Variance 3492(e) is to permit Building 3 to have a rear yard of 5' as shown of the Zoning Plan Revised dated February 4, 2020.
2. Approval of the Architectural Board of Review;
3. Prior to issuance of a building permit, the applicant shall obtain approval from the Public Works Director that adequate utilities, access roads, grading/drainage are provided and that the Stormwater Management Plan complies with Code Chapter 1335;
4. Prior to issuance of a building permit, receipt of Planning Director approval of plans for landscaping, screening, tree preservation, tree protection, parking (bicycle and vehicle), and site lighting;
5. Requirement to maintain the historic white house, carriage house, and stone wall; and
6. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3493a J-Town Properties, LLC, 2741 Hampshire Rd., MF-3 Multi-Family, proposing to reconfigure existing 7 apartments into 14 one-bedroom apartments requests variances (a) to Code Section 1123.06 (a) to permit less land area per unit than required (min. 750 s.f. per unit) and Code Section 1123.06(c) to permit greater number of units per acre than code permits (max. 9 units).

Action: Granted 4-0 with the following conditions:

1. Variance 3493 (a) is granted to allow 14 dwelling units on this 7,500 square foot parcel resulting in the land area per unit being 535.71 square feet and results in the number of apartment units per acre to be 82;
2. Receipt of a building permit;
3. Planning Director approval of landscape plan for front and rear yards; and
4. Complete construction within 18 months of the effective date of this variance.

CAL. NO. 3493b J-Town Properties, LLC, 2741 Hampshire Rd., MF-3 Multi-Family, proposing to reconfigure existing 7 apartments into 14 one-bedroom apartments requests variances (b) to Code Section 1161.03 (4) to permit fewer parking spaces with none enclosed (code requires 7 additional spaces with 4 enclosed).

Action: Granted 4-0 with the following conditions:

1. Variance 3493(b) is granted to allow 7 additional units with no additional on-site parking spaces;
2. Apartment owner and subsequent owner(s) shall continue to assist tenants with vehicles who cannot park on-site to secure off-street parking;
2. Receipt of a building permit;
3. Planning Director approval of landscape plan for front and rear yards; and
4. Complete construction within 18 months of the effective date of this variance.

CAL. NO. 3494a Case Western Reserve University, 2315 Murray Hill Rd., MF-3 Multi-Family, proposing expanding existing building, requests variances (a) to Code Section 1123.07(a) to permit front yard setback to be less than 30' minimum required.

Action: Granted 3-0 with the following conditions:

1. Variance 3494 (a) is granted to allow the front yard to be 2'6" as shown on the site plan submitted with the BZA variance application;
2. Receipt of a building permit;
3. Planning Director approval of a landscape plan for the property within the City of Cleveland Heights; and
4. Complete construction within 24 months of the effective date of this variance.

CAL. NO. 3494b Case Western Reserve University, 2315 Murray Hill Rd., MF-3 Multi-Family, proposing expanding existing building, requests variances (b) to Code Section 1165.03(g)(1) to permit building to be located on more than one parcel (not permitted).

Action: Granted 3-0 with the following conditions:

1. Variance 3494 (b) is granted to allow the building to be located on more than one parcel as shown on the site plan submitted with the BZA variance application;
2. Receipt of a building permit;
3. Planning Director approval of a landscape plan for the property within the City of Cleveland Heights; and
4. Complete construction within 24 months of the effective date of this variance.

Proposed: 03/04/2020

RESOLUTION NO. -2020 (CRR)

By Council Member

A Resolution recognizing March 2020 as Red Cross Month in the City of Cleveland Heights; and declaring an emergency.

WHEREAS, in 1943 Franklin D. Roosevelt proclaimed the first Red Cross Month to recognize the tireless and brave efforts of the Red Cross volunteers who assisted our armed forces and their families during World War II; and

WHEREAS, today nearly two thousand Red Cross volunteers and staff members serve the greater Cleveland community by tending to victims of floods and other local disasters, helping families communicate quickly with military personnel when emergencies occur, and serving as instructors in first aid and safety education; and

WHEREAS, this Council wishes to join with other communities in the Cuyahoga County area in proclaiming March 2020 as Red Cross Month.

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

SECTION 1. The month of March 2020 is hereby designated as “Red Cross Month” in the City of Cleveland Heights in recognition of the contributions of Red Cross staff and volunteers in assisting members of the greater Cleveland community in times of emergencies and natural disasters, as well as providing everyday services.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize Red Cross Month in a timely fashion. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. -2020 (CRR)

JASON S. STEIN, Mayor
President of Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

Proposed: 03/04/2020

RESOLUTION NO. (CRR)

By Council Member

A Resolution recognizing March 2020 as *National Women's History Month*; and declaring an emergency.

WHEREAS, the citizens of Cleveland Heights take great pride in the City's diversity and harmonious relationships that exist among and within the City's many diverse groups; and

WHEREAS, in 1987, National Women's History Month was established as a way to celebrate women across the Nation, including their efforts to make the country and world a better place for women of all ages and races; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in our Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women were integral in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, despite these contributions, the role of American women in history has been historically overlooked and undervalued; and

WHEREAS, the month of March is recognized as *National Women's History Month* by communities throughout the United States in order to honor and celebrate the struggles and achievements of American women throughout the history of the United States.

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

SECTION 1. The month of March 2020 is hereby designated *National Women's History Month* in the City of Cleveland Heights in recognition of the struggles and achievements of American women in this community and our country. The City hereby reaffirms its commitment to preserve Cleveland Heights as a truly inclusive community and to continue the tradition of appreciation and honor of the women who came before us and fought for equality among all races and genders.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

RESOLUTION NO. (CRR)

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Women's History Month* in a timely fashion. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN, Mayor
President of Council

SUSANNA R. NIERMANN
Acting Clerk of Council

PASSED:

Proposed: 03/04/2020

RESOLUTION NO. -2020 (PSH)

By Council Member

An Ordinance authorizing the City Manager and Mayor/President of Council to enter into an agreement to develop the Hillcrest-Heights Regional Fire Investigation Unit for fire origin and cause investigation services; and declaring an emergency.

WHEREAS, the City of Cleveland Heights, the City of Beachwood, the City of Euclid, the Village of Gates Mills, the City of Shaker Heights, the City of Highland Heights, the City of Lyndhurst, the City of Mayfield Heights, the Village of Mayfield, the City of Pepper Pike, the City of Richmond Heights, the City of South Euclid, and the City of University Heights desire to enter into an agreement developing the Hillcrest-Heights Regional Fire Investigation Unit; and

WHEREAS, the Hillcrest-Heights Regional Fire Investigation Unit will assist the City in investigating and detecting fire causes; and

WHEREAS, this Council hereby determines that it is in the City's best interest to enter into the Hillcrest-Heights Regional Fire Investigation Unit Agreement.

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

SECTION 1. The City Manager and Mayor/President of Council be, and they are hereby, authorized to enter into the Hillcrest-Heights Regional Fire Investigation Unit Agreement. The agreement shall be in substantively the same form as the draft on file with the Clerk of Council and shall be approved as to form and subject to the final approval of the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the timely participation in the Hillcrest-Heights Regional Fire Investigation Unit to provide essential safety and fire investigatory services to further protection of the safety and welfare of all residents within the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. (PSH)

JASON S. STEIN, Mayor
President of Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20____ (“Effective Date”), by and between the City of Beachwood, the City of Cleveland Heights, the City of Euclid, the Village of Gates Mills, the City of Highland Heights, the City of Lyndhurst, the Village of Mayfield, the City of Mayfield Heights, the City of Pepper Pike, the City of Richmond Heights, the City of Shaker Heights, the City of South Euclid, and the City of University Heights (the “Municipalities”).

WHEREAS, each of the Municipalities have the authority to enter into this Agreement pursuant to Article XVIII of the Ohio Constitution, and Ohio Revised Code Sections 9.60 and 715.02 which authorize municipal corporations to enter into agreements with one another for the provision of fire protection services on an emergency or regular basis; and

WHEREAS, desire to enter into an Agreement which sets forth the terms, conditions, rights, obligations and duties of each of them relevant to the establishment of a short-term mobilization of investigators, together with allied resources, to apply high intensity investigative efforts to a fire incident, to be known as the *HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)*; and

WHEREAS, each of the participating municipalities desire to participate in the HHRFIU to meet the needs of each of the participating municipalities for the investigation and detection of fire cause with regard to the reduction of arson-related activity; and

WHEREAS, to the extent that the terms, conditions, rights, obligations and duties of the participating municipalities can be determined at this time, the participating municipalities enter into the Agreement with the understanding that any terms, conditions, rights, obligations and duties not specifically set forth herein are subject to further agreement between the aforesaid municipalities, but that in any such supplemental agreement the spirit and intent of this Agreement shall be carried out; and

WHEREAS, each of the participating municipalities have the authority to contract and enter into Agreement pursuant to Article XVIII of the Ohio Constitution and Section 737.27 of the Ohio Revised Code relevant to the investigation of fires and Ohio Revised Code Section 715.02 relative to inter-governmental agreements;

NOW, THEREFORE, in consideration of the above recitals, and of the following covenants and agreements, each of the municipalities agrees as follows:

1. The municipalities of Beachwood, Cleveland Heights, Euclid, Gates Mills, Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village, Pepper Pike, Richmond Heights, Shaker Heights, South Euclid, and University Heights do

hereby agree to develop the HHRFIU which shall be available to, and used by the participating municipalities, as needed without reference to any particular formula or time table for such availability or use. Should a participating municipality's designated investigator be unable to perform the tasks and duties as set forth in the standard operating procedures or should the designated investigator be separated from service from the participating municipality, the participating municipality shall promptly appoint another qualified member to the position of designated investigator as soon as reasonably possible.

2. The participating municipalities shall each provide at least one trained investigator, as defined in the standard operating procedures, in order to remain a member municipality of the HHRFIU. The participating municipalities further agree that the Fire Chiefs from the participating municipalities shall appoint a HHRFIU Director from one of the participating municipalities based on an affirmative vote of 2/3rds of the Fire Chiefs. The tenure of the HHRFIU Director shall be ongoing unless the Fire Chiefs of the participating municipalities remove the commanding officer by a vote of 2/3rds. The HHRFIU Director shall be responsible for the organization and training of the members of the HHRFIU as well as establishing guidelines and levels of training to be followed. The HHRFIU Director shall also be authorized to appoint an assistant director and/or an administrative assistant as deemed necessary by the HHRFIU Director. The HHRFIU Director shall also be authorized to apply for and coordinate grant funding or other financial assistance as the HHRFIU Director deems appropriate and necessary. Additionally, the Director shall prepare the annual budget for the HHRFIU and submit it to the Fire Chiefs for their review.
3. Each of the participating municipalities agree to bear the costs of salary, training, insurance, workers' compensation, the purchase and maintenance of protective equipment, the purchase and maintenance of alerting and communications equipment, the purchase and maintenance of uniforms, mileage and any other costs or benefits for that participating municipality's investigators. The participating municipalities agree unless otherwise set forth to the contrary specifically herein, each participating municipality shall be required to share equally in all costs and to contribute equally, funds required and necessary for the establishment supplies, equipment, training, maintenance and on-going needs of the HHRFIU. The participating municipalities further agree to jointly prepare and share in the costs of preparation of standard operating procedures, training and development.
4. Each participating municipality shall be assessed an annual membership fee for supplies, equipment, training, maintenance and other on-going needs of the HHRFIU. This changeable fee shall be determined by a 2/3 vote of the Fire Chief's of the participating municipalities as detailed in Addendum "A" of this document. The annual membership fee shall be paid effective January 1st of each year.

5. The participating municipalities further agree that a maintenance account shall be established which shall be maintained by the City of Mayfield Heights to be used for ongoing routine expense items, equipment, supplies, training, and maintenance. Any interest which accrues with respect to the maintenance account shall go into the maintenance account. In the event that an unforeseen expense occurs which exhausts the balance of the account, each of the participating municipalities shall be assessed an equal amount to pay for any current outstanding expense items and/or to further replenish this account with the amount determined by a 2/3 vote of the Fire Chiefs of the participating municipalities. Each participating municipality shall forward payment as soon as is reasonably possible and without delay.

6. The participating municipalities further agree that expenditures of monies from the annual maintenance fees fund shall be under the direction and control of the HHRFIU Director and Fire Chiefs of each of the participating municipalities as follows. The participating municipalities shall approve the annual budget which shall be prepared by the HHRFIU Director. Said approval shall be by no less than a 2/3 vote of the Fire Chiefs of the participating municipalities. Any single expenditure of Fifteen Hundred Dollars (\$1,500.00) to a single vendor must be approved by a vote of 2/3rds of the Fire Chiefs of the participating municipalities as detailed in the annual budget.

7. The participating municipalities further agree that the HHRFIU shall consist of personnel belonging to a participating municipality's Fire Department, Police Department or other investigative agency. A HHRFIU member must be recommended by the participating municipality's organization's Chief and must have the ability and must meet the minimum standards for training and experience, as set forth in the Rules and Regulations and Standard Operating Procedures of the Strike Force.

8. The participating municipalities further agree that at an incident, the HHRFIU may be supervised by a team leader or lead investigator. The HHRFIU, including the team leader and/or lead investigator, shall operate under the authority and direction of the community's Incident Commander. A team leader shall be an investigator that has the necessary experience and expertise to make knowledgeable decisions regarding legal aspects and proper actions of the HHRFIU. The lead investigator shall be the investigator for the participating municipality in the jurisdiction of the incident. The lead investigator's duties shall include the coordination of the investigation with the Police Department, the Fire Department, and insurance companies, other agencies and shall include case management, follow-up investigation, reporting to the respective participating municipality's Chief and any court appearances. Other duties and responsibilities shall be set forth in the standard operating procedures or the other rules and regulations of the Strike Force.

9. The participating municipalities further agree that HHRFIU shall have a vehicle designated as the HHRFIU 677, which will be titled to the participating municipality that provides the chassis for Unit 677 and that participating municipality will maintain any licensing and insurance coverage relative to the Unit 677, which costs shall be divided equally amongst the participating municipalities.
10. It is intended that this Agreement shall operate separate and apart from any and all mutual aid agreements currently in existence, or entered into by and between any of the participating municipalities to this Agreement, and it is intended that no existing agreement, whether mutual aid agreements or otherwise are to be effected or otherwise modified by this Agreement.
11. It is intended that the HHRFIU shall operate and investigate fire incidents which occur in the geographic parameters of the participating municipalities unless otherwise authorized by a 2/3rds vote of the Fire Chiefs of the participating municipalities. When a mutual aid request from another organized team; county, state or federal agency or a request of the Ohio Emergency Response System is made to the HHRFIU, the Director has the authority to make the determination to respond the team and vehicle on a case by case basis.
12. Any participating municipality to this Agreement may terminate or discontinue its respective rights, obligations and duties under this Agreement effective January 1st of the following year by providing the other participating municipalities with advance written notice of its intention to withdraw by no later than September first of the preceding year.
13. Should a non-participating municipality desire to join the HHRFIU, said joinder shall be permitted, based on a unanimous affirmative vote of the Fire Chiefs of the participating municipalities. Should the non-participating municipality be permitted to join HHRFIU, that municipality shall pay, within thirty (30) days, the annual fees, as detailed in Appendix "A", associated for that calendar year as prorated to the month of joinder.
14. Should all participating municipalities agree to terminate this Agreement, then the division and distribution of the funds in the maintenance account shall be divided amongst the then participating municipalities pursuant to the proportional percentage of their investment of funds in the maintenance account.

15. A participating municipality may not assign any portion of this Agreement without the express written consent of all other participating municipalities.
16. This agreement shall be binding on and inure to the benefit of the parties, their legal representative, and assigns, wherever permitted in this Agreement or by operation of law.
17. This agreement shall not be modified in any manner except by written Agreement of all participating municipalities.
18. This Agreement and all of its rights, duties and obligations imposed hereunder shall be governed by all the laws and statutes of the State of Ohio.
19. Should any portion of this Agreement for any reason be declared by a court of competent jurisdiction to be unreasonable or invalid, any such unreasonable portion shall be enforceable to the extent deemed reasonable by such court and any such invalidity shall not affect the remaining portions of this Agreement, which remaining portions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such invalid portion.
20. Any notice or communication which is required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally or by registered or certified mail, return receipt requested to the mayor of the participating municipality.
21. This Agreement shall not become effective or otherwise obligate the parties without the passage of any and all appropriate legislative approval. This Agreement shall become effective upon execution of the appropriate legislation and upon execution of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement, by each of the parties hereto on the dates respectively indicated.
22. The participating municipalities shall use their reasonable, diligent and good faith efforts, and shall cooperate with and assist each other in their efforts, to obtain such consents and approvals of third parties to the establishment of the HHRFIU.

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

In witness whereof, we have hereunto set our hands this _____ day of _____, 20_____.

CITY OF BEACHWOOD

Martin S. Horwitz

By: Mayor Martin S. Horwitz

James J. ...

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Beachwood

on the ____ day of _____, 20_____

Witness

APPROVED AS TO FORM

D. Salt 1-22-20

CITY LAW DEPARTMENT

LAW DIRECTOR

ASSISTANT LAW DIRECTOR

25325 FAIRMOUNT BOULEVARD

BEACHWOOD, OHIO 44122

(216) 595-5462

CITY OF CLEVELAND HEIGHTS

By: ~~Mayor Carol Roc~~ Tanisha R. Briley, City Manager

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Cleveland Heights

on the ____ day of _____, 20_____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF EUCLID

By: Mayor Kirsten Holzheimer Gail

Witness

By: Council President
Pursuant to Ordinance No. _____

Adopted by the Council of the City of Euclid
on the ____ day of _____, 20____

VILLAGE OF GATES MILLS

By: Mayor Karen Schneider

Witness

By: Council President
Pursuant to Ordinance No. _____

Adopted by the Council of the Village of Gates Mills
on the ____ day of _____, 20____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF HIGHLAND HEIGHTS

By: Mayor Chuck Brunello

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Highland Heights

on the ____ day of _____, 20____

CITY OF LYNDHURST

By: Mayor Patrick Ward

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Lyndhurst

on the ____ day of _____, 20____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF MAYFIELD HEIGHTS

By: Mayor Anthony DiCicco

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Mayfield Heights
on the ____ day of _____, 20____

VILLAGE OF MAYFIELD

By: Mayor Brenda Bodnar

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the Village of Mayfield
on the ____ day of _____, 20____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF PEPPER PIKE

By: Mayor Richard Bain

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Pepper Pike

on the ____ day of _____, 20____

CITY OF RICHMOND HEIGHTS

By: Mayor David Roche

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Richmond Heights

on the ____ day of _____, 20____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF SHAKER HEIGHTS

By: Mayor David E. Weiss

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of Shaker Heights
on the ____ day of _____, 20____

CITY OF SOUTH EUCLID

By: Mayor Georgine Welo

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of South Euclid
on the ____ day of _____, 20____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

CITY OF UNIVERSITY HEIGHTS

By: Mayor Michael Dylan Brennan

Witness

By: Council President

Pursuant to Ordinance No. _____

Adopted by the Council of the City of University Heights

on the ____ day of _____, 20 ____

THE
HILLCREST-HEIGHTS REGIONAL FIRE INVESTIGATION UNIT (HHRFIU)
AGREEMENT
FOR FIRE ORIGIN AND CAUSE INVESTIGATION SERVICES

Addendum "A"

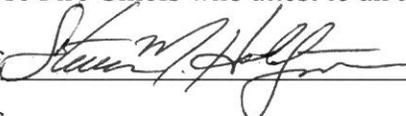
Herein lies the document titled Addendum "A" to the HHRFIU Agreement and dated _____, 20____, to include the participating municipalities identified in both the original HHRFIU agreement and further identified below.

Addendum "A"s specific purpose and intent is in naming the annual membership fee of the participating communities as outlined in Paragraph four (4) of said Agreement.

For good and valuable consideration the participating municipalities make the following additions or changes a part of the Agreement as if contained therein, and that on _____, 20____, a 2/3 affirmative vote was declared by the Fire Chiefs of the participating municipalities of the Hillcrest Fire Investigation Strike Force, which determined the membership fee to be \$ _____ per annum, with said fee occurring with the next annual payment on or after January 1, 20____.

No other terms or conditions of the Hillcrest Regional Fire Investigation Strike Force Agreement are changed as a result of this addendum.

So say those Fire Chiefs who attest to an affirmative vote of the participating municipalities;

Fire Chief <u></u>	Beachwood	Date <u>2/3/2020</u>
Fire Chief _____	Cleveland Heights	Date _____
Fire Chief _____	Euclid	Date _____
Fire Chief _____	Gates Mills	Date _____
Fire Chief _____	Highland Heights	Date _____
Fire Chief _____	Lyndhurst	Date _____
Fire Chief _____	Mayfield Heights	Date _____
Fire Chief _____	Village of Mayfield	Date _____
Fire Chief _____	Pepper Pike	Date _____
Fire Chief _____	Richmond Heights	Date _____
Fire Chief _____	Shaker Heights	Date _____
Fire Chief _____	South Euclid	Date _____
Fire Chief _____	University Heights	Date _____

ORDINANCE NO. (AS), *First Reading*

By Council Member

An Ordinance establishing salary schedules, position classifications and other compensation, and benefits for officers and employees of the City; and declaring an emergency.

WHEREAS, Article 5, Section 4 of the Cleveland Heights Charter requires this Council to “fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City;” and

WHEREAS, Cleveland Heights Codified Ordinance Section 139.21 generally requires this Council to “establish employees’ wages, hours of work, sick leave benefits, paid hospitalization benefits, vacations, legal holidays, and all other forms of fringe benefits and other conditions of employment by ordinance.”

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

Except as otherwise specifically provided herein, effective the date stated in the separate sections hereof, the following salary schedules and other compensation for described position classifications will be in effect for such classifications as of April 1, 2020; provided, however, that if the revenues received by the City are not sufficient to meet the foregoing salaries, all salaries shall be reduced by the City Manager to a point which will not exceed the appropriated revenues of the City.

The salary of any officer or employee may, from time to time, be reduced or increased by the City Manager or her designee, but not below or above the amounts specifically fixed herein for such classifications.

Additional temporary classifications may be established by the City Manager when, in the judgment of the City Manager, job specifications and duties differ significantly from existing classifications as herein provided when a new temporary classification is warranted.

The City Manager shall advise Council when such new classification is warranted with the salary being determined by using the hourly rate for the full-time position as a maximum rate.

ORDINANCE NO. (AS)

SECTION 1. The following position classifications and salary schedules are hereby established.

Position	FLSA	SG	Min	Mid	Max
City Manager	E	50	\$105,314	\$136,949	\$168,585
Assistant City Manager/ Vice	E	49	\$94,030	\$122,276	\$150,522
Police Chief Fire Chief	E	48	\$83,956	\$109,175	\$134,395
Director(s) of: Communications & Public Engagement Economic Development Finance Housing Human Resources IT Law Parks & Recreation Planning Public Works/ Capital Projects	E	47	\$74,960	\$97,478	\$119,995
Assistant Finance Director Assistant Fire Chief Assistant Law Director Assistant Public Works Director Business Development Manager Capital Projects Manager Utilities Commissioner	E	46	\$66,929	\$87,034	\$107,139
Facilities Superintendent Information Systems Manager	E	45	\$62,167	\$77,709	\$93,250
	E	44	\$55,506	\$69,383	\$83,259

ORDINANCE NO. (AS)

Position	FLSA	SG	Min	Mid	Max
QDBG Program Coordinator/ Planner City Planner I City Planner II <u>GIS Coordinator</u> _____ Manager - Cain Park Supervisor - Forestry Supervisor - Sanitation Supervisor - Streets Supervisor - Vehicle Maintenance Supervisor - Water/Sewer	E	43	\$49,559	\$61,949	\$74,339
Chief Housing Inspector Digital & Government TV Program Coordinator Parks & Recreation Assistant Commissioner Senior Housing Rehabilitation Specialist Supervisor - Utility Administration	E	42	\$44,249	\$55,312	\$66,374
Graphic Designer Public Relations Specialist	E	41	\$39,508	\$49,385	\$59,262
Office Manager Supervisor – Fitness Center Supervisor - General Recreation Supervisor - Ice Programs Supervisor - Office on Aging Supervisor - Recreation & Aquatics Supervisor - Sport Programs	E	40	\$35,275	\$44,094	\$52,913

Position	FLSA	SG	Min	Mid	Max
	NE	20	\$27.75	\$34.69	\$41.63
Executive Assistant to City Manager	NE	19	\$24.78	\$30.98	\$37.17
Housing Program Coordinator Housing Property Investigator Paralegal	NE	18	\$22.13	\$27.66	\$33.19

ORDINANCE NO. (AS)

Engineer/Inspector Housing Inspector Housing Inspector/ Housing court Representative Housing Rehabilitation Specialist Human Resources Generalist Legal Secretary	NE	17	\$19.75	\$24.69	\$29.63
Accountant <u>Audio Engineer</u> <u>Camera Operator</u> GIS Analyst Information Systems Technician Information Systems Technician - Senior Payroll Administrator Utility Inspector	NE	16	\$17.64	\$22.05	\$26.46
Accounts Payable Coordinator Community Relations Assistant Human Resources Coordinator <u>Planning Technician</u> Secretary to Director Special Projects Coordinator <u>Social Media Coordinator</u> Social Worker	NE	15	\$15.75	\$19.69	\$23.62
Administrative Assistant <u>City Manager Intern</u> Office Assistant Office Assistant II	NE	14	\$14.06	\$17.58	\$21.09
Finance Clerk Receptionist Utility Billing Clerk	NE	13	\$12.55	\$15.69	\$18.83
		12	\$11.21	\$14.01	\$16.81
Building Attendant Cashier Head Cashier <u>Laborer</u>	NE	11	\$10.01	\$12.51	\$15.01
Front Desk Assistant Resident Services Supervisor Van Driver	NE	10	\$8.94	\$11.17	\$13.40

LEGISLATIVE:

ORDINANCE NO. (AS)

Council Member		9,270.00
Mayor		11,840.00

SEASONAL POSITIONS:

RECREATION PROGRAMS: SWIMMING POOLS:

Assistant Supervisor	9.36/hour	15.50/hour
Aquatic Program Supervisor	9.36/hour	13.48/hour
Cashier	8.55 8.70/hour	12.36/hour
Guard (A.L.S.)	8.55 8.70/hour	11.59/hour
Head Guard	10.00/hour	12.36/hour
Head Cashier	8.55 8.70/hour	12.36/hour
Head Coach (Summer)	364.14/ Per biweekly pay period	573.68/
Head Coach Assistant	260.10/ Per biweekly pay period	573.68/
Learn to Swim Coordinator	260.10/per season	573.68/season
Preschool Learn to Swim Coordinator	260.10/per season	573.68/season
Pool Attendant	8.55 8.70/hour	10.33/hour
Pool Maintenance	8.55 8.70/hour	10.33/hour
Pool Manager	10.40/hour	16.07/hour
Private Instructor Fee	2/3 of private instruction; Fees charged and collected	
Security Guard	8.55 8.70/hour	9.53/hour
Sports Assistant	8.55 8.70/hour	11.33/hour
Sports Coordinator	10.40/hour	23.65/hour
Sports Supervisor	8.55 8.70/hour	23.65/hour
Tennis Court Attendant	8.55 8.70/hour	9.18/hour

ORDINANCE NO. (AS)

Tennis Lesson Instructor	10.40/hour	17.22/hour
Tennis Program Coordinator	2,601.00/season	4,489.45/season
Umpire	10.40/hour	23.65/hour
Water Aerobics Instructor	182.07/per session	286.84/session

PLAYGROUNDS:

Private Instructor Fee (Tennis)	2/3 of private instruction; Fees charged and collected	
Summer Basketball Coordinator	13.53/hour	20.11/hour
Summer Basketball Counselor	11.44/hour	16.55/hour

CAIN PARK THEATRE:

Actor	300.00/week	500.00/week
Assistant Box Office Manager	350.00/week	550.00/week
Assistant Operations Manager	350.00/week	550.00/week
Assistant Production Manager	350.00/week	550.00/week
Assistant Stage Manager	350.00/week	550.00/week
Assistant to General Manager	400.00/week	600.00/week
Box Office Manager	350.00/week	550.00/week
Box Office Staff	8.55 8.70/hour	12.36/hour
Carpenter	300.00/week	500.00/week
Costume Shop Manager	350.00/week	550.00/week
Electrician	350.00/week	550.00/week
Events Production Manager	400.00/week	600.00/week
General Technician	300.00/week	500.00/week
Hospitality Coordinator	300.00/week	500.00/week
House Manager	8.55 8.70/hour	12.36/hour

ORDINANCE NO. (AS)

Maintenance	8.55 <u>8.70</u> /hour	12.36/hour
Operations Assistant	300.00/week	500.00/week
Operations Manager	450.00/week	650.00/week
PR/Marketing Assistant	400.00/week	650.00/week
PR/Marketing Coordinator	300.00/week	500.00/week
Sound Engineer	350.00/week	550.00/week
Stage Manager	350.00/week	600.00/week
Theater Production Manager	400.00/week	650.00/week
Master Wardrobe Coordinator	300.00/week	500.00/week

ICE SKATING RINK:

Cashier	8.55 <u>8.70</u> /hour	12.36/hour
Hockey Director	2,184.84	2,300.00/season
Ice Safety Guard	8.55 <u>8.70</u> /hour	11.20/hour

~~Instructor—Private~~Ice Professional Private 90% of private instruction fees charged and collected. Or a flat fee of \$75.00 (if instructor teaches a minimum of four Learn to Skate classes per session) or \$150.00 (if instructor does not teach or is no longer available for the minimum number of Learn to Skate classes)

~~Instructor—Group~~Ice Professional Group 16.65/hour
57.31/hour

Learn to Skate Coordinator	208.08/per week	520.00/per week
Office Assistant	8.55 <u>8.70</u> /hour	11.26/hour
Supervisor – Assistant	9.36/hour	14.76/hour
Supervisor – Head	10.40/hour	17.22/hour

YOUTH SPORTS PROGRAMS:

Youth Hockey Coach	10.40/hour 2,601.00/	22.96/hour or 4,592.00/season
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ORDINANCE NO. (AS)

Youth Hockey Program Coordinator	10.40/hour 2,601.00/	22.96/hour or 4,265.00/season
Youth Hockey Skating Instructor	10.40/hour	45.92/hour
Basketball Supervisor	8.55 8.70/hour 520.20/	13.91/hour or 2,296.00/season
Basketball Coordinator	10.40/hour 2,080.80/ 2,601.00/	22.96/hour or 3,171.00/winter 4,318.00/summer
Girls Softball League Supervisor	8.55 8.70/hour 1,040.40/	13.78/hour or 2,296.00/season
Youth Baseball League Supervisor	8.30 8.70/hour 1,040.40/	13.78/hour or 2,870.00/season
League / Program / Camp Assistant	8.55 8.70/hour	9.18/hour
Sports Camp Supervisor / Instructor	8.55 8.70/hour 2,601.00/	13.91/hour or 1,148.00/camp
Sports Coordinator	10.40/hour	23.65/hour
Sports Program Assistant	8.55 8.70/hour	11.33/hour
<u>ADULT SPORTS PROGRAMS:</u>		
League / Program Supervisor	10.40/hour 1,040.40/	22.96/hour or 2,296.00/season
Softball Umpire-In-Chief / Assistant Umpire in Chief	10.40/hour 1,040.40/	22.96/hour or 1,722.00/season
<u>FIELDHOUSE / FITNESS CENTER:</u>		
Fieldhouse-Fitness Center Assistant 11.07/hour		8.55 8.70/hour
Fitness Center Coordinator	9.50/hour	12.36/hour
Fieldhouse Instructor / Aerobics Instructor	10.40/hour	12.64/hour
Front Desk Assistant	8.55 8.70/hour	13.39/hour
Personal Trainer	10.40/hour	12.64/hour or 70% of rate charged by trainer

ORDINANCE NO. (AS)

Head of Personal Training Services

Additional 5% of total personal training program revenue (3% city portion/ 2% trainer portion) for administration of the program.

MISCELLANEOUS:

1. The City Manager shall also serve without additional compensation as Director of Public Safety and Director of Public Services.
2. The Director of Finance shall also serve without additional compensation as Clerk of Council.
3. In addition to the salary herein above provided, the Director of Law and the Assistant Law Directors may be compensated at an overtime rate of not to exceed \$~~250~~25.00 per hour for time spent in representing the City in court appearances and special projects over and above the normal work hours as approved by the City Manager.
4. School Crossing Guard \$40.49 per day (based upon a 4-hour day)
School Crossing Guard \$10.12 per hour
5. “Minimum” and “maximum” as used in this Section are deemed to be exclusive of provisions for longevity, sick leave and vacation conversion, health care, deferred compensation, and other forms of non-salary compensation for which express authority is provided by ordinance.
6. To reduce criminal activity and promote safe neighborhoods, the City Manager may lease or transfer City-owned property to Basic Patrol Officers and/or members of the Classified Service of the Division of Police at fair market value.
7. The City Manager shall have the authority, when deemed in the best interests of the City, to issue a monetary car allowance in lieu of issuing a City-owned vehicle to an employee.
8. The City Manager shall have the authority, when deemed in the best interests of the City, to issue a cost of living adjustment in the form of a one-time lump sum payment to an employee.
9. The City Manager shall have the authority, when deemed in the best interests of the City, to grandfather an employee whose current rate of pay exceeds the maximum range of the salary grade identified in the 2018 Compensation Study.

BOARD AND COMMISSION MEMBERS:

1. Architectural Board of Review, \$90.00/meeting attended
Three members, each
2. Architectural Board of Review, \$90.00/meeting attended
Two Alternate Members, each (at request of ABR Secretary)
3. Board of Zoning Appeals, \$90.00/meeting attended
Five Members, each
One Alternate Member (at request of Planning and Development Director)
4. Civil Service Commission, \$90.00/meeting attended
Three Members, each
5. Planning Commission, \$90.00/month
Seven Members, each (provided the member attends at least one meeting, either regular or special during the month)

SECTION 2. POLICE

Sworn members of the Police Department who are members of the police bargaining units shall have the terms, conditions, and benefits of employment as described in the labor agreement and other related documents between the City of Cleveland Heights and the Northern Ohio Patrolmen's Benevolent Association. The agreement covers the period commencing December 28, 2018 through March 31, 2021 and may be extended by agreement of the parties. The fire arms proficiency, gun upon retirement, educational incentive bonus, and the clothing maintenance allowance shall apply to all sworn members of the Department. A copy of the labor agreement and related documents are on file in the Office of the City Manager.

SECTION 3. FIRE

Sworn members of the Fire Department who are represented by the International Association of Fire Fighters shall have the terms, conditions, and benefits of employment as described in the labor agreement and other related documents between the City of Cleveland Heights and the International Association of Fire Fighters. The agreement covers the period commencing April 1, 2018 through March 31, 2021 and may be extended by agreement of the parties. The paramedic compensation, academic achievement bonus, and the clothing maintenance allowance shall apply to all sworn members of the Department. A copy of the labor agreement and other related documents are on file in the Office of the City Manager.

SECTION 4. PUBLIC WORKS and PARKS & RECREATION Employees in the bargaining unit as described in the memorandum of understanding and other related documents between the City of Cleveland Heights and Laborer’s International Union of North America, Laborer’s Local 860 of Cleveland representing Service Employees, shall have the terms, conditions, and benefits of employment as described in said memorandum of understanding and other related documents. That agreement covers the time period commencing upon execution through March 31, 2022 and may be extended by agreement of the parties. A copy of the memorandum of understanding and other related documents are on file in the Office of the City Manager. Employees may be eligible for supervisor premium pay when such duties are assumed due to absence.

SECTION 5. MUNICIPAL COURT

Judge: Base pay according to the Ohio Revised Code 1901.11 is \$61,750.00

Administrative Judge compensation: \$1,500.00

Total salary: \$63,250.00

	<u>Minimum</u>	<u>Maximum</u>
Acting Clerk of Court	51,000.00	65,402.00
<u>Chief</u> Bailiff 81,600.00	31,518.00	
Chief Deputy Clerk	35,700.00	66,300.00
Clerk of Court	45,900.00	91,800.00
Chief Accounting Clerk	25,500.00	40,800.00
Chief Probation Officer	30,600.00	71,400.00
Court Administrator	31,518.00	81,600.00
Deputy Bailiff	23,460.00	51,000.00
Deputy Clerk	23,460.00	44,800.00
Housing Specialist	30,600.00	61,900.00
Information Systems Technician	25,500.00	40,800.00
Law Clerk	10.30/hour	16.75/hour
Magistrate	35,700.00	96,645.00
Probation Officer	30,600.00	60,710.00

ORDINANCE NO. (AS)

Secretary	23,460.00	44,166.00
Security	17.34/hour	25.50/hour

The compensation herein provided for and approved shall be payable in the manner and from the sources as provided for by applicable provisions of the Ohio Revised Code.

SECTION 6. VACATION

(a) All full-time permanent city employees shall accrue vacation leave according to the following schedule:

ALL FULL-TIME PERMANENT CITY EMPLOYEES

<u>Length of Service</u>	<u>Accrual Per Pay Period</u>
Up to and including the sixth year	3.08 hours
7 up to and including 12 years	4.60 hours
13 up to and including 18 years	6.20 hours
19 years or more	7.70 hours

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee’s first day of employment occurs. Vacation leave requests will be granted by the department heads in line with the needs of the department. To accommodate scheduling needs, vacation leave may be taken before actually accrued upon approval of the City Manager. When an employee terminates his employment with the city, the City Manager shall deduct from the employee’s final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year.

Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee’s eligible annual accrual and further provided that such employee has worked six (6) months or more. Permanent part-time employees with a base schedule of 20 or more hours per week will accrue vacation. after one year of employment are entitled to one week of vacation a year on a prorate basis. After fourth year as a permanent part time employee, the schedule will follow permanent full time employee vacation schedules on a prorate basis. Permanent part-time employees shall accrue hours based on the actual hours worked in the preceding pay period divided by 80 hours.

<u>Length of Service</u>	<u>Accrual Per Pay Period</u>
<u>Up to and including the fourth year</u>	<u>1.54 hours</u>
<u>5 up to and including 6 years</u>	<u>3.08 hours</u>
<u>7 up to and including 11 years</u>	<u>4.6 hours</u>
<u>12 up to and including 17 years</u>	<u>6.2 hours</u>

All other full-time employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for the length of their consecutive service in the former public agency, in accordance with the provisions of the Administrative Code, for purposes of determining accrual of vacation leave during their employment with the City of Cleveland Heights. Accrual of vacation for transfer employees shall be determined according to the schedule set out in subsection (a). Employees who wish to receive credit for their prior public service shall obtain a certified copy of their employment record from their prior employer.

Vacation leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

(b) For purposes of this Section, the hourly rate of payment for accrued vacation leave shall be determined by the following formula: annual base pay at the time of employee separation divided by 2,080 hours.

SECTION 7. SICK LEAVE

(a) Full-time permanent employees may be eligible for paid sick leave. Sick leave will be accrued at the rate of 4.6 hours per pay period. Approved sick leave taken shall be charged against the employee's accumulated sick leave.

The amount of unused sick leave accumulated as of December 17, 1976 by permanent full-time employees shall be determined under the applicable terms of the Ordinances of the City of Cleveland Heights.

Employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for unused sick leave accrued during such prior public employment, in accordance with the provisions of the Administrative Code. Credit for accrued sick leave shall not exceed the limits specified for all other employees in subsection (a). Employees who wish to receive credit for accrued sick leave under this subsection shall obtain a certified copy of their sick leave record from their former employer.

All full-time, permanent employees who are in the employ of the City and who have been in the employ of the City for over ten (10) consecutive years may be eligible for payment for accrued unused sick leave earned at the City of Cleveland Heights, accumulated from January 1, 1969 upon termination of their employment for other than disciplinary reasons. The aforesaid requirement that the sick leave be earned at the City of Cleveland Heights shall apply only to employees hired after April 1, 1990. An employee shall be paid out one-quarter (.25) or 25% of sick time accumulated with a maximum of 960 hours for payout purposes. Therefore, the maximum payout that could be achieved is 240 hours.

ORDINANCE NO. (AS)

Accrued Sick Leave	Conversion Ratio
0 - 960 Hours	1/4
961+ Hours	Not Eligible

For purposes of this Section, the hourly rate of payment for accrued sick leave shall be determined by the following formula: annual base pay at the time of termination of employment divided by 2,080 hours.

No employee shall be entitled to sick leave compensation in the event of injury, occupational disease or sickness resulting directly and proximately from the performance of any gainful employment or self-employment other than with the City of Cleveland Heights. A determination not to provide sick leave compensation under this Section shall be made by the City Manager, who shall adopt rules relating to the making of such determination.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the City Manager.

SECTION 8. LEGAL HOLIDAYS

(a) The following-named days shall be deemed paid holidays for all employees. No employee shall be required to work on such holidays unless it is determined by the City Manager that public necessity requires his or her services.

1. The first day of January;
2. The third Monday in January;
3. The third Monday in February;
4. The last Monday in May;
5. The fourth day of July;
6. The first Monday in September;
7. The eleventh day of November;
8. The fourth Thursday in November;
9. The fourth Friday in November;
10. The twenty-fifth day of December;
11. Personal Day;
12. Personal Day

(b) If any such day falls upon a Sunday, the Monday following shall be deemed to be the holiday. If any such day falls upon a Saturday, the Friday immediately preceding shall be deemed to be the holiday.

(c) Employees paid by the day or hour may be granted leaves of absence with full pay on any holiday named herein when, in the judgment of the City Manager, the public service will not be impaired by their absence.

(d) The foregoing notwithstanding, officers and employees who are exempt employees under the Fair Labor Standards Act shall receive no extra compensation if required to work on any holiday named herein.

SECTION 9. DEFERRED COMPENSATION PLANS

(a) The City shall sponsor a 457(b) Plan through payroll deductions, through one or more vendors subject to Council approval.

(b) The administration of the Deferred Compensation Plans shall be under the direction of a committee of three (3) members which shall include the Director of Finance, the City Manager or her designee, and one other employee who shall be appointed by the City Manager and shall be a participating member of the Plan. Payroll deductions shall be made in each instance by the Director of Finance.

(c) The Deferred Compensation Plans hereby authorized shall exist and serve in addition to retirement, pension or benefit systems established for the benefit of employees of the City and no deferral of income under the Deferred Compensation Plans shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under a Deferred Compensation Plan shall not be included for the purposes of any taxes withheld on behalf of any such employee, except municipal income tax.

(d) In order to encourage and reward extraordinary employee dedication and performance, the City Manager may award a particular employee additional non-salary compensation through contributions to an employee's deferred compensation account.

SECTION 10. WORK DAYS AND WORK HOURS

(a) City Hall shall be open from 8:30 a.m. to 5:00 p.m., Monday through Friday. Scheduling of employees to meet the needs of such hours of business shall be conducted through the City Manager.

(b) The normal work hours for employees of the following designated classifications shall be as follows:

1. Employees working in jobs classifications defined as exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall work such hours as determined by the City Manager.

2. Employees working in jobs defined as non-exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall work thirty eight (38) hours to forty (40) hours per week as determined by the City Manager. Days of the week and work hours shall be in accordance with the needs of the city, which shall be determined by the City Manager.

3. The Clerk of Courts office shall be open from 8:30 a.m. through 5:00 p.m. or as otherwise determined by the Municipal Court Judge. Employees shall work such hours as established by the Municipal Court Judge.

SECTION 11. HEALTH CARE INSURANCE AND ANCILLARY BENEFITS

(a) The City shall purchase or subscribe to and maintain in full force and effect for each full-time employee of the City a health care insurance plan, including medical-surgical protection, covering hospital and surgical benefits and related coverage, through one or more vendors subject to Council approval. Such health care insurance plan shall be maintained so long as such employee remains in the employ of the City. The City shall contribute ~~ninety~~ eighty-eight percent (~~88.90~~%) of the cost of the plan elected by the employee and the employee shall be responsible for any costs above the amount of established employer contribution, *i.e.*, ~~ten~~ twelve percent (~~12.10~~%) of the cost for coverage.

(b) All full-time employees shall be offered participation in a prescription plan through one or more vendors subject to Council approval.

(c) The City shall offer dental coverage for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum benefit of \$1,500 per person. Coverage shall include two (2) yearly cleanings and check-up exams and coverage of eighty percent (80%) of basic and major services, less deductibles. Orthodontia benefits for dependents age 19 or younger also shall be offered with a \$1,000 maximum benefit per dependent.

(d) The City shall offer a vision plan for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum reimbursement of \$150 per person.

(e) The City shall offer a Flexible Spending Account for qualified medical or dependent care expenses to be funded with employee gross earnings through one or more vendors subject to Council approval.

(f) The City shall offer all employees access to an Employee Assistance Program which offers short-term counseling; assistance with locating reliable childcare, general and special educational needs, and resources for the elderly; no cost attorney consultations with discount if retained; no cost financial consultations; nutritional coaching; and fitness coaching.

(g) The availability of health care insurance and ancillary benefits described in this Section to individual, part-time employees may be determined by City Manager pursuant to Codified Ordinance Section 139.20.

SECTION 12. LIFE INSURANCE

(a) The City shall purchase or subscribe for and maintain in full force and effect life insurance of \$10,000.00 for each full-time employee until the employee reaches age 70; at age 70, benefits will be reduced by thirty-five percent (35%); and at age 75, benefits will be reduced an additional twenty percent (20%) through one or more vendors subject to Council approval.

(b) The City shall purchase or subscribe for and maintain in full force and effect for each full-time employee accidental death and dismemberment insurance at no cost to employee through one or more vendors subject to Council approval.

(c) Each employee shall be provided the option to buy additional term insurance through payroll deductions through one or more vendors subject to City Council approval.

SECTION 13. LONGEVITY

In addition to their regular salary, all full-time, permanent employees covered by this Ordinance shall be paid for each biweekly pay period additional compensation for length of service, as follows:

1 st through 5 th year of service	No entitlement
6 th through 10 th year of service, inclusive	16.92
11 th through 15 th year of service, inclusive	33.85
16 th through 20 th year of service, inclusive	51.24
21 st through 25 th year of service, inclusive	69.23
26 th year and thereafter	76.93

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section and such service need not be continuous. For the purpose of determining credit for prior periods of employment, only full months of service shall be considered; credit shall be given for employment during authorized leaves of absence for military duty.

All permanent, part-time employees who have served an equivalent of five (5) years of full-time employment with the city will be eligible on a prorata basis for longevity ~~bonus payable on an annual basis on or about January 31~~. Entitlement will be effected during the first full year, after the employee meets the five-year threshold. The permanent, part-time employee ~~will shall be paid for each hour worked in the preceding year for length of service, as follows: follow the same longevity schedule as the permanent full time employee on a prorata basis.~~

<u>1st through 5th year of full time equivalent service</u>	<u>No entitlement</u>
<u>6th through 10th year</u>	<u>0.2115/hr</u>
<u>11th through 15th year</u>	<u>0.4231/hr</u>
<u>16th through 20th year</u>	<u>0.6405/hr</u>
<u>21st through 25th year</u>	<u>0.8653/hr</u>
<u>26th year and thereafter</u>	<u>0.9616/hr</u>

SECTION 14. OVERTIME

All employees working in job classifications defined as non-exempt by the Fair Labor Standards Act, as determined by the City Manager after consultation with the Director of Law, shall be compensated for overtime at a rate of one and one-half (1.5) times their regular hourly rate of pay. Overtime as used herein shall mean time actually worked over and above forty (40) hours per week when ordered to do so by the City Manager or her designee.

The City Manager shall have the authority, when deemed in the best interests of the City, to pay overtime to those individuals defined as exempt by the Fair Labor Standards Act, as determined by the City Manager in consultation with the Director of Law, at a rate not to exceed one and one-half (1.5) times their regular rate of pay.

SECTION 15. EMPLOYEE INDEMNIFICATION

The City shall comply with Chapter 2744 of the Ohio Revised Code relating to employee indemnification.

SECTION 16. PENSION

All employees shall be covered as required by law under the Public Employees Retirement System of Ohio unless covered by Ohio Police & Fire Pension Fund. The City shall make all contributions required by law.

SECTION 17.

To the extent that a provision in this Ordinance is covered by a separate labor agreement described in Sections 2, 3, 4 5, or 6 herein, the labor agreement shall supersede the provision of this Ordinance.

SECTION 18.

The provisions of this Ordinance shall be deemed to be in effect as of midnight, April 1, 2020. Effective midnight, April 1, 2020, Ordinance No. 15-2018 (AS) and all amendments thereto and provisions of all other ordinances heretofore adopted are repealed to the extent inconsistent herewith.

SECTION 19.

Notice of Passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 20.

ORDINANCE NO. (AS)

This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and welfare of the inhabitants of the City of Cleveland Heights, such emergency being to provide a schedule of adequate compensation for various officers and employees of the City, in order that satisfactory personnel may be retained in the City employ. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON STEIN, Mayor
President of the Council

SUSANNA NIERMANN
Clerk of Council

PASSED: