



COUNCIL UPDATE

March 6, 2020

MEETINGS & REMINDERS

Monday, March 9	-	6:30 p.m.	-	Committee of the Whole
Wednesday, March 11	-	7:00 p.m.	-	Planning Commission
Thursday, March 12	-	6:00 p.m.	-	Meet Your Police
Monday, March 16	-	6:30 p.m.	-	Committee of the Whole
	-	7:30 p.m.	-	City Council
Tuesday, March 17	-	7:00 p.m.	-	Architectural Board of Review
Wednesday, March 18	-	7:00 p.m.	-	Board of Zoning Appeals
Thursday, March 19	-	6:00 p.m.	-	Meet Your Police
Friday, March 20	-	9:30 a.m.	-	Commission on Aging

LEGISLATION

- **Lead Remediation.** A Resolution authorizing a renewal of an agreement with the Cuyahoga County Board of Health for a grant for lead remediation work in dwelling units in the City of Cleveland Heights
- **Consent Agenda.** An Ordinance enacting and adopting Section 111.131, "Consent Agenda," of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights; amending various sections of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights to provide for a Consent Agenda
- **Sunshine Law Training.** A Resolution designating certain law department attorneys pursuant to R.C. 109.43(b) for the purposes of Sunshine Law training
- **2020 Wage & Salary Ordinance Amendment*** An amendment is being prepared for the Wage & Salary Ordinance. We typically do two readings to allow for some cleanup in between readings; however, the ordinance was passed on the first reading on 3/2/2020.

The minor amendment will tweak the permanent part-time employee vacation accrual language and will be included in next week's packet.

UPDATES

- Please review the enclosed report prepared by the Economic Development staff to provide an update on active and proposed development projects as well as sites of interest. In addition to the summary of Severance included in the update report, you will also find a chart enclosed summarizing the 8 finalist proposals for the Severance RFP issued in June 2019. These 8 firms were invited for onsite interviews with the selection committee. Former Mayor Roe and members of the Council Planning & Development Committee were invited to participate in the interviews but unfortunately all had scheduling conflicts. Ultimately, the committee selected AE7 and recommended this firm to Council. The selection process was postponed late last year. **Please note we will not be discussing Severance at Monday's meeting due to time constraints;** however, we are providing this information in advance of the discussion planned for March 23, 2020.



CLEVELAND HEIGHTS

Committee of the Whole

March 9, 2020

Agenda

1. Legislation
Goal: Review upcoming legislation
2. Council Vacancy Discussion
Goal: City Council will review the process for filling the Council vacancy
3. Development Projects Update
Goal: Staff will review the status of ongoing projects and sites of interest
4. Communications from Citizens – Comment Tracking & Reporting
Goal: City Council and staff will review the process of tracking comments made at City Council meetings

COUNCIL APPLICATION PROCESS:

2019

- **After Council member Cheryl Stephens resigned in November 2018, the application was put online in mid-December with a possible end of December deadline. It was determined by Council that because of the holidays the deadline would be extended to January 15, 2019.**
- **The application (which was also used in 2015 and 2016) was online and for the first time the application could be submitted electronically or mailed or dropped off at City Hall.**
 - **The following questions were included:**
 - **What special qualities, abilities, skills, insights or perspectives do you possess which would be of value in serving on Cleveland Heights City Council?**
 - **What educational training (formal or informal), employment and other life experiences have helped you develop the qualities, abilities, etc., described above?**
 - **Please list your recent community, professional or charitable involvements. List the most recent first.**
 - **What are your goals for our community and are there areas in which you believe the City needs improvement? How would your service on City Council help achieve those goals and improve the City?**
 - **Do you have other responsibilities which would prevent you from participating in City Council and Council Committee work during certain hours or on certain days?**
 - **State any additional information you would like to have considered.**
- **There were 42 applications and 34 that remained interested. (8 dropped out for a variety of reasons).**

- Each of the 34 remaining applicants was videotaped and asked the same three questions by a League of Woman Voters member. The videotaping was scheduled over 3 days (January 31st, February 1st, and February 4th)
- After the videotaping was complete all applications and videos were put on the website.
- City Council then met (March 11, 2019) to determine 4 Candidates who would be selected for personal interviews with City Council. These interviews were 45 minutes in length for the Candidates on March 13, 2019
- Applicant Craig Cobb was sworn in on April 15, 2019

The entire process was approximately 3 and ½ months.

History: Since 2011 there have been 5 Council members appointed by Council thru the application process:

- Jason Stein replaced Mark Tumeo who moved away (2011)
- Janine Boyd replaced Phyllis Evans who became ill (2012)
- Kahlil Seren replaced Janine Boyd who was elected State Rep (2015)
- Michael Ungar replaced Jeff Coryell who moved away (2016)
- Craig Cobb replaced Cheryl Stephens who was elected to County Council (2019)



CLEVELAND HEIGHTS

Economic Development Department
Report on Status of Development Projects
March 6, 2020

I. PROJECTS WITH ACTIVE CITY ROLE:

Please Refer to the “Development Projects and Sites” Map on Page 15 for Locations

1) TOP OF THE HILL



- **Location:** Cedar Road & Euclid Heights Blvd.; Cedar Fairmount District; 4 acres; zoned “S-2” Mixed-Use;
- **Development Partner:** Flaherty & Collins Properties;
- **Description/Current Status:** Land to remain owned by City / Improvements to be constructed and owned by Developer; Residential / Commercial / Retail / Restaurant Mixed-Use development; 260 apartments / 11,400 SF commercial; Project Investment: \$83,000,000; TIF Project / Conduit bond financing; Owner’s Representative anticipated to be on board March/April;
- **Next Steps:** This project is considered a **High-Level Priority** development site. Construction Plans require final approval / issuing of permits; execution of the ground lease (Closing) – projected for 1st Quarter, 2020; commencement of construction – early 2nd Quarter, 2020; Completion of construction 4th Qtr. 2021 or 1st Qtr. 2022;

2) CEDAR-LEE-MEADOWBROOK

- **Location:** Cedar, Lee & Meadowbrook; Cedar-Lee District; 4.8 acres; zoned “C-2X” Multiple Use;
- **Development Partner:** Cedar Lee Connection, LLC (The Snavely Group & Sequoia Realty);

- **Description/Current Status:** Land to remain owned by City / Improvements to be constructed and owned by Developer; Residential / Commercial / Retail / Restaurant Mixed-Use development; 125-175 market-rate apartments, 1st floor retail & restaurant space, co-working & office space; MOU executed 7/24/19; Draft Development Agreement sent to Developer 8/30/19; Draft form of Ground Lease sent to Developer 9/27/19; Projected Investment: \$25,000,000+;

City & Developer addendum approved 10/24/19 whereby Developer could proceed with District-wide parking study, to be reimbursed if Development Agreement approved by Council; City has responded to all Developer requests – awaiting responses from Developer in order to proceed forward;

- **Next Steps:** This project is considered a **High-Level Priority** development site. Development Agreement and completion of due diligence was to be completed 180 days after effective date of MOU – a 90-day extension requested by the Developer was granted – these items should be completed on or about 4/20/2020 in order for the project to move forward with this Development Partner; TMB estimated ground-breaking – 1st or 2nd Qtr. 2021; Anticipated project opening – 1st or 2nd Qtr. 2022;



3) SEVERANCE TOWN CENTER – REDEVELOPMENT PLAN

In keeping with the findings and conclusions of the HR&A Study, the City has proceeded with the Redevelopment Plan initiative for Severance Town Center. **This project will be discussed at the March 23 Committee of the Whole meeting.**

- **Location:** 3640 Mayfield Road; 57 acres; Severance Town Center District (the City’s largest business district); zoned “S-1” Mixed-Use;
- **Project Description:** The City issued an RFP in June of 2019 to identify a qualified Urban Planning firm to develop a **Redevelopment Plan** for the Severance Town Center Mall property.

The completed Redevelopment Plan will include, but not be limited to, recommendations on future land uses, zoning, design standards, review of and recommendations regarding the process for approving future development plans, and a detailed Market Study, which will be used to **attract a future Development Partner** with the track record and expertise to construct improvements and redevelop this property consistent with the vision to be established in the Redevelopment Plan.



Currently, the mall is a partially occupied commercial strip center that has been a property in decline for many years. However, as stated in the City’s Master Plan, which was adopted in March of 2017, a primary goal is to redevelop Severance Town Center as a mixed-use and walkable area consistent with the character of Cleveland Heights. Consistent with the 2017 HR&A Study, the City is following HR&A’s recommendations in pursuing the Redevelopment Plan initiative at this time.

Attracting a Developer: The Redevelopment Plan will be based on development opportunity and market feasibility, and will be used for the future step of attracting a Development firm to construct the improvements that will redevelop STC. The City has used Voorhees Town Center (VTC) in Voorhees Township, NJ as a model for this approach. Voorhees is making significant progress in

redeveloping their underperforming and distressed mall by doing a study and attracting a redevelopment partner, Brandywine Financial Services Corporation (BFSC) to construct new improvements and revitalize the VTC mall.

Current Conditions: Severance Town Center mall is approximately 57 acres in size and represents the City’s largest business district. The property is owned by Namdar Realty and is managed by Mason Asset Management. The retail property within the ring road is 59 % vacant with only 14 of 34 commercial storefronts occupied. Based on square footage, the property is 62 % vacant.

- **Redevelopment Firm:** AE7 Pittsburgh, LLC remains the recommendation of the Administration as a result of the RFP process; the proposed AE7 Team is a multi-disciplinary team, consisting of planners, architects, real estate & feasibility advisors, residential market study analysts, civil engineering and surveying services, as well as community engagement professionals.
- **Internal Vetting and Selection:** The City received 18 responses from extremely qualified firms to the RFP issued on 6/21/19. The City created an internal selection committee which included the Economic Development Director, Planning Director and planning staff members. These members independently reviewed all 18 proposals and ranked their top submittals based on quality and experience. The results of this process and comparing the rankings of each individual member resulted in the selection of 8 firms to proceed to the interview stage. The interview team included the internal selection committee and the City Manager, and the eight proposals were made available to the Mayor and Planning & Development Committee of Council.

Based on the quality of the proposals and performance during the interviews, the AE7 team rose to the top, with two conditions: the interview committee was greatly impressed with the real estate advisory & feasibility presentation (W-ZHA, LLC) / residential market analysts (ZVA) and civil engineering services (Langan) presented by other teams in the

interview process; AE7 was asked if they could modify their team structure to include members of the other 8 firms. AE7 accommodated this request. Therefore, the final team recommended is comprised of elements of the AE7, Goody-Clancy, and the Design Collective teams (3 of the 8 finalists), to create an enhanced team for our project.

AE7 has provided a proposal for the project on 7/31/19, an updated Revised proposal expanding on their track record and experience with similar projects to STC, a redevelopment plan presentation summary, and an in-person presentation to Council on 11/12/19. At this time, AE7 remains excited and available to prepare the redevelopment plan for the City.

A spreadsheet illustrating the 8 finalist firms and summarizing the vetting process is attached.

- **Next Steps:** This project is considered a **High-Level Priority** development site. An ordinance was prepared during the 4th Qtr. of 2019 to enter into a contract with AE7. If this ordinance were adopted, the project would entail analysis, assessment, visioning, planning, and submittal of the final product deliverables at the end of a projected 6-month timeframe – therefore if the project starts in April, a redevelopment plan would likely be completed by October of 2020;

4) MEDUSA



- **Location:** Lee & Monticello (within the Mayfield & Lee Triangle); Heights-Rockefeller District; 1.65 acres; zoned “C-1” Office;
- **Development Partner:** Current owner is GMG Cleveland, LLC; proposed Development Partner, BNB Medusa (Roger Bliss) did not proceed forward with the loan modification agreement structure approved by Council in October of 2019 for the City’s CDBG loan to the owners of the site; GMG Cleveland continues to pay on the outstanding CDBG loan and this loan is current;
BNB Medusa had proposed rehabilitation of the existing former Medusa Cement Headquarters Building for apartments, and the construction of two new buildings for multi-family use, with one of these building to include live-work units. In total, the project was to have 66 apartment units and 4 live-work units.

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- **Description/Current Status:** Currently, redevelopment of the property can be incentivized through the existing State & Federal Historic Tax Credits that were awarded in 2019, which are in the possession of the property owner, and property tax abatement through the City’s Community Reinvestment Area (CRA) program.
The City’s modification of the CDBG loan structure would be available to any qualified future developer. This would include reducing the rate of interest to 0%, extending the term, suspending repayment during the construction “ramp up” period, reduction of the outstanding loan principal based on the performance of the development (new income tax generated), and City willingness to assume a subordinated / 2nd position. This modified structure is intended to make assumption of the CDBG loan more attractive to a future developer.
 - **Next Steps:** This project is considered a **High-Level Priority** development site. ED Department staff met with the property owner on 1/9/20 to coordinate or assist as deemed appropriate; TMB is scheduled to prepare a letter of introduction for the project and the property owners to firms the City has worked with in past on preservation/HTC related projects – TMB will coordinate with Law Dept. on the appropriate way to proceed.

5) TAYLOR TUDOR PLAZA



- **Location:** 1900 – 1946 S. Taylor Road; Cain Park Village District; zoned “C-2” Local Retail;
- **Ownership:** There are three (3) buildings which make up the Taylor Tudor Plaza with the southernmost building now owned by the City and the two other buildings privately owned;
- **Description/Current Status:** Tax delinquency process is ongoing – property was one of the so-called “dirty dozen” property tax delinquent sites in the County – On 12/6/19, the Ohio Historic Site Preservation Advisory Board unanimously recommended that the Stadium Square Historic District (which includes the three S. Taylor mixed-use Taylor Tudor Plaza buildings, the two adjacent apartment buildings, and houses on Superior Park Drive) be listed on the National Register of Historic Places. This nomination is scheduled to be sent to the National Park Service for review and final designation in March is anticipated;

Once the designation of the Stadium Square Historic District on the National Register becomes official, redevelopment of the property can be incentivized through its eligibility for developers to apply for State & Federal Historic Tax Credits; the property is also eligible for property tax abatement through the City’s Community Reinvestment Area (CRA) program.

Redevelopment provides a tremendous opportunity to link this property to the nearby Cain Park “Green Spine”, representing an urban planning “Best Practice” initiative, as well as spurring overall redevelopment momentum along the Taylor Road Corridor.

- **Next Steps:** This project is considered a **High-Level Priority** development site. Designation of the Stadium Square Historic District is a critical upcoming threshold; The City will continue to work on the tax delinquency process to the extent the City has influence on this process, to gain site control of all three buildings if possible; The City would then be in a position to issue an RFP for a Redevelopment Plan/Feasibility Study (similar to the approach taken with Severance Town Center) and then issue an RFQ/RFP to attract a Development Partner to redevelop/rehab the property.

6) MILLIKIN SCHOOL SITE

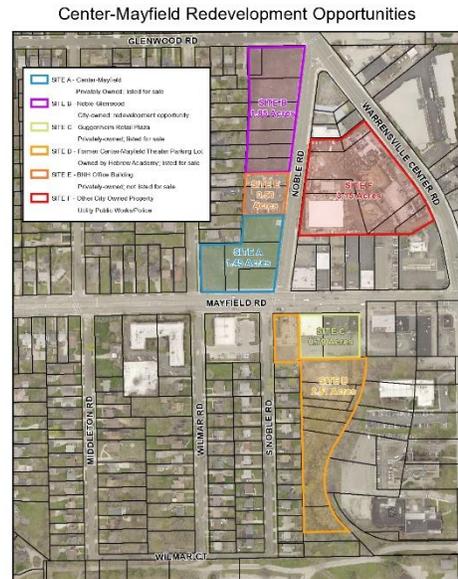
- **Location:** 1700 Crest Road, immediately southeast of the Severance Town Center site, with access off of Crest Road; 10.86 acres; zoning is “A” Single Family District;
- **Ownership:** Current owner is CHUH School District;
- **Description/Current Status:** Currently, redevelopment of the property can be



- incentivized through its eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program. Property is utilized for storage of equipment by the School District.
- **Next Steps:** This project is considered a **High-Level Priority** development site. City and School District are taking preliminary steps to collaborate on the redevelopment of this site, with an initial step being to negotiate an MOU between the parties, and proceed in a similar fashion and using a similar template as was used with the Coventry School site; The School District is a willing partner that is looking to the City’s expertise in attracting development partners through the RFQ/RFP process. City Development Staff is scheduling a tour of the site with School officials to better assess site conditions and become more familiar with the site to help develop an effective RFQ/RFP.

7) CENTER MAYFIELD REDEVELOPMENT DISTRICT

- Location:** Noble & Mayfield; Center Mayfield District; zoning in the area is a combination of “C-2” Local Retail, “C-3” General Commercial, and “S-2” Mixed-Use;
- Ownership:** Current ownership includes both City-owned property and privately-owned property;
- Description/Current Status:** Currently, redevelopment of the properties can be incentivized through eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program.
- Next Steps:** This project is considered a **High-Level Priority** development site. The property was discussed as part of the recent Camiros **Noble Road Corridor Study**. One development strategy could be to attempt to package these sites, including the City’s Noble-Glenwood site and other private properties that are for-sale in the area (see map) in a joint RFQ/RFP. However, coordination with multiple owners would be ambitious and have its challenges.

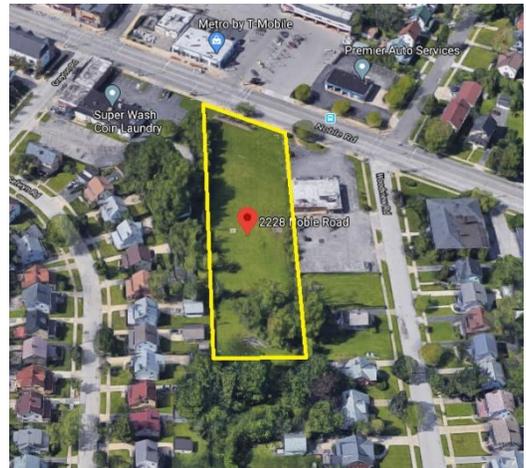


8) NOBLE-GLENWOOD (former Pic-N-Pay Grocery site)

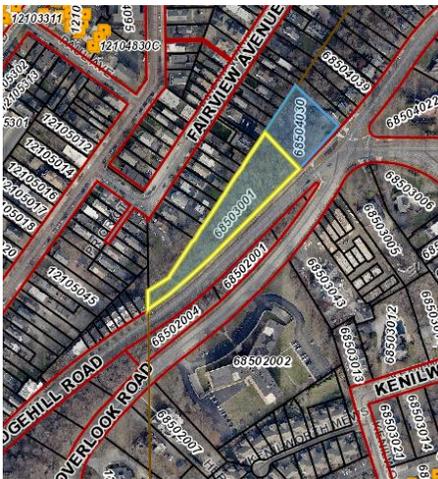
- Location:** 2920 Noble Road; Center Mayfield District; 1.85 acres; zoned “C-2” Local Retail;
- Ownership:** Current owner is the City;
- Description/Current Status:** Currently, redevelopment of the property can be incentivized through its eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program.
- Next Steps:** The property was discussed as part of the recent Camiros **Noble Road Corridor Study**. One development strategy could be to attempt to package this site with other properties that are for-sale in the area (see map above) in a joint RFQ/RFP, but coordination with multiple owners would be ambitious and have its challenges.

9) 2228 NOBLE ROAD (former McDonald's site)

- **Location:** 2228 Noble Road; Noble Nela District, 1.28 acres; zoned “C-3” General Commercial;
- **Ownership:** Current owner is the City;
- **Description/Current Status:** Currently, redevelopment of the property can be incentivized through its eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program.
- **Next Steps:** If it was determined that this was a higher priority level project, staff would recommend issuing an RFQ/RFP to identify interested developers.



10) TURKEY RIDGE



- **Location:** Overlook Road, across from College Club site, overlooking Little Italy/University Circle; 1.75 acres; zoned “MF1”;
- **Ownership:** City of Cleveland Heights;
- **Description/Current Status:** Site was originally targeted for townhome development. Past redevelopment efforts have not been realized. Currently, redevelopment of the property can be incentivized through its eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program.
- **Next Steps:** If it was determined that this was a higher priority level project, staff would recommend issuing an RFQ/RFP to identify interested developers.

11) CEDAR & COVENTRY SITE

- **Location:** 12800 Cedar Road; southwest corner of the intersection of Cedar and Coventry Roads; 0.34 acres; zoned “A” Single Family;
- **Ownership:** City of Cleveland Heights;
- **Description/Current Status:** A previous attempt at developing the property fell through a number of years ago; Currently, redevelopment of the property can be incentivized through its eligibility



for property tax abatement through the City’s Community Reinvestment Area (CRA) program.

- **Next Steps:** If it was determined that this was a higher priority level project, staff would recommend issuing an RFQ/RFP to identify interested developers.

12) LEE & EUCLID HEIGHTS BLVD. (BOULEVARD TOWNHOMES)



- **Location:** Between the existing two phases of the Boulevard Townhomes project at the intersection of Lee Road and Euclid Heights Boulevard; zoned “MF2” (multi-family);

- **Ownership:** City of Cleveland Heights;

- **Description/Current Status:**

The townhome owner’s association had expressed interest in acquiring the property from the City to create a common area for the two existing phases of townhomes. However, the City and association were unable to reach acceptable terms to enable this initiative to

proceed. Currently, redevelopment of the property can be incentivized through its eligibility for property tax abatement through the City’s Community Reinvestment Area (CRA) program.

- **Next Steps:** If it was determined that this was a higher priority level project, staff would recommend issuing an RFQ/RFP to identify interested developers.

II. OTHER DEVELOPMENT PROJECTS OF INTEREST:

Please Refer to the “Development Projects and Sites” Map on Page 15 for Locations

1) CARMELITE MONASTERY

- **Location:** Lee & Fairmount Blvd.; 6.56 acres; zoned “AA” Single Family; Transfer of the property to new ownership closed in February, 2020;
- Staff from the Economic Development and Planning Department have met and continue to be in contact with the local developer who has purchased the property. At this point, they are looking to build higher-end condominium/cluster home units as part of a Planned Residential Development (PRD). More details will be shared as the developer finalizes their plans.



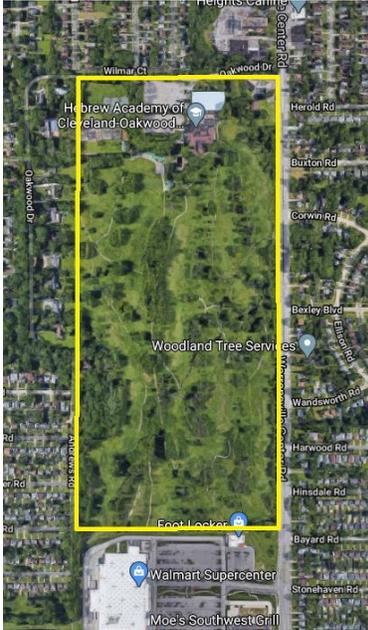
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- Cluster homes fit in to CRA incentives; [REDACTED]
[REDACTED]
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[REDACTED];
Recommendations anticipated to be made shortly to the City Manager;
 - **Next Steps:** New ownership is finalizing their plans for the site and meeting with the neighboring properties. It is expected the new owner/developer will move forward with a Planned Residential Development, which is a conditionally-permitted use in that district. A variance may be required to permit an increase in the allowable density.

2) DISCIPLES CHURCH

- **Location:** 3633 Mayfield Road, across the street from Severance Town Center; 3.3 acres; zoned “MF1” (multi-family);
- **Ownership:** Disciples Church;
- **Description/Current Status:** Disciples Church is seeking a developer to buy approximately two acres of their property for residential development. This would allow the church to remodel their existing structure and right-size their footprint for their current congregation size.
- **Next Steps:** Continue communications with church and meet with interested buyers as appropriate to discuss redevelopment opportunities.



3) HEBREW ACADEMY SITE



Location: 1516 Warrensville Center Road, former Oakwood Country Club site; approximately 80 acres; zoned “AA” Single Family;

Ownership: Current owner is Hebrew Academy;

Description/Current Status: The owner is proposing a 100,000+ square foot, 36 classroom preschool/elementary school addition to the existing school / former clubhouse. This addition would bring the classroom count to 46. The project has received ABR approval.

Next Steps: The expansion project by Hebrew Academy is underway, with site preparation having begun, and foundation permits anticipated shortly. The project should be completed in time for the 2021/2022 school year.

4) COLLEGE CLUB



- **Location:** 2348 Overlook Road; zoned “MF3” (multi-family);
- **Ownership:** WXZ Development;
- **Description/Current Status:** Currently, construction of 13 townhomes and the conversion of the former College Club building into rental units is well underway. The project is estimated to be at a total investment of \$12-13 million. The project was incentivized through an approved application by the owner for State & Federal Historic Tax Credits and through use of the City Community Reinvestment Area (CRA) property tax program.
- **Next Steps:** Build-out of the project is expected to continue at a robust pace and is anticipated to be completed in 2020.

Economic Development Toolkit Update

The City has a robust toolkit (see attached one-page overview of the toolkit) available to help facilitate development projects and activity in the City. The City has several loan products that we continue to offer to businesses to serve as gap and/or start-up financing for small businesses. Additionally, the SBA Grant Program has been an effective tool to help support small businesses utilizing SBA financing. The City received a second round of funding from the County for the SBA Grant Program in 2019 to be able to continue offering this opportunity to businesses in the City.

The Storefront Rehabilitation Program has seen increased deal flow in 2019 and early 2020 after Council approved changes to the program to increase the rebate amounts and percentages offered. Three new Storefront projects entered into contract in 4Q 2019/1Q 2020 with several more projects in the pipeline.

Community Reinvestment Area Update

The City has made a marketing push in the first part of 2020 to increase awareness of the tax abatement savings now available in Cleveland Heights. Rebranded as the “Grow Tax Savings Program,” the City-wide CRA has received media attention in a number of print and television outlets. This has corresponded to an increase in the number of calls and emails the City has received to discuss the program as homeowners and investors are considering new investments.

The City has now received seven (7) applications for residential remodeling/renovation projects representing a total of \$422,225 in new investment in the City’s housing stock. Staff expects to see a continued increase in applications in 2020 due to increased awareness as construction projects are completed and the building season heats up for this year with the onset of spring and summer.

Neighborhood Redevelopment Program

The Vacant Properties Committee (consisting of staff from the Economic Development, Housing and Planning Departments and the Assistant City Manager) has been meeting to review the inventory of City-owned vacant lots and move forward with a strategy to redevelop these lots with in-fill housing. At this time, the Committee is recommending moving forward with an RFQ/RFP to attract a qualified developer for in-fill housing on Berkeley Road and Desota Avenue, where the City has acquired a concentration of lots in close proximity. The concentration of City-owned lots in this area (including a number of adjacent lots) makes for a more attractive opportunity for potential developers. Additionally, new construction in this area of the City qualifies for the maximum abatement incentive of 15 years and 100%.

Commercial District Vacancy Rates

In 2019, staff did a review of storefront vacancy rates in the City's 11 commercial districts. Vacancy rates are an important metric to track as it provides a basic understanding of the condition of the local commercial real estate market. It is important to note that commercial vacancy rates by themselves are not the sole indicator of whether a commercial market is healthy. It does not consider the business mix of the district, the impacts of the specific businesses in the district, or the turnover rates of the commercial storefronts within the districts. The data below is based on a snapshot taken in Summer/Fall of 2019. Rates are based on occupied versus unoccupied storefronts with the exception of Severance, which is based on square footage.

Findings

Overall, the City currently has a storefront vacancy rate of 13%. Commercial real estate standards typically consider a rate of between 5-10% as normal for commercial districts/markets. Five of the City's districts have vacancy rates below 10% in what would be considered the "normal" range. These districts are:

- Taylor Fairmount 0%
- Cedar Taylor 3.29%
- Cedar Fairmount 3.85%
- Cedar Lee 6.60%
- Noble Nela 6.60%

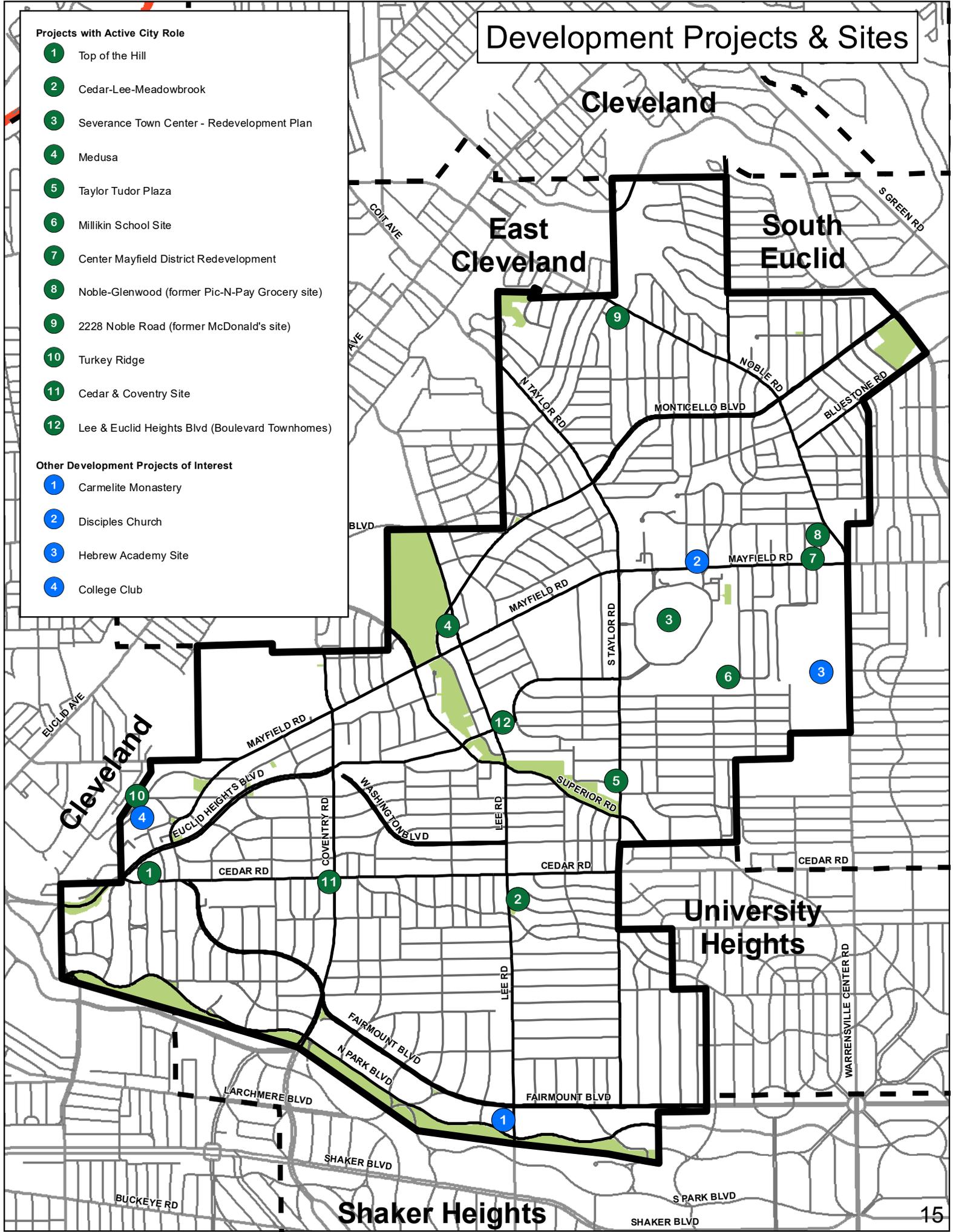
Five of the City's districts have vacancy rates between 10% and 15%, indicating a vacancy rate slightly higher than what would be considered "normal." These districts are:

- Heights Rockefeller 10.53%
- Center Mayfield 11.54%
- Cain Park Village 12.77%
- Noble Monticello 14.82%
- Coventry Village 14.90%

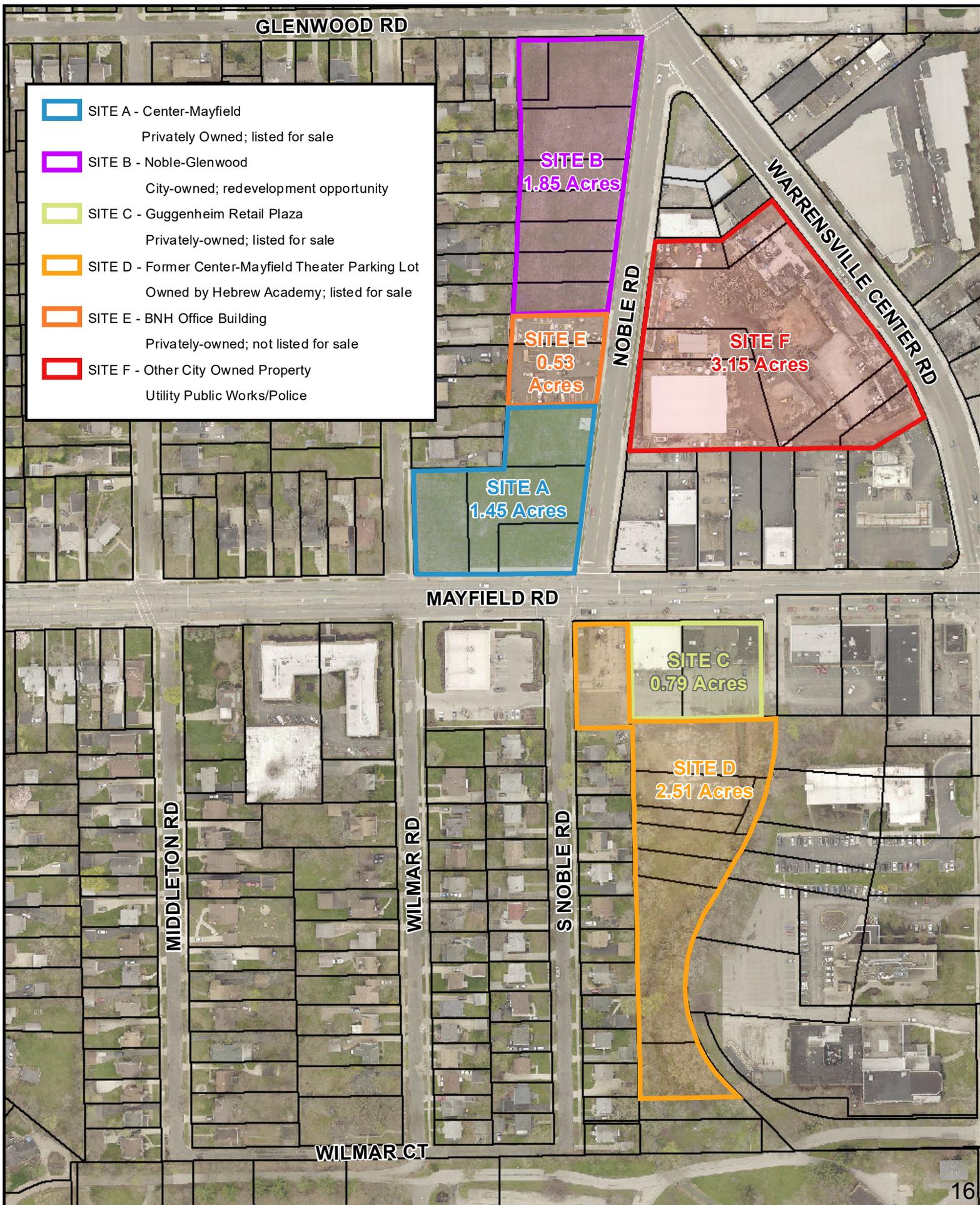
Severance Town Center is the one outlier in the commercial district data with a storefront vacancy rate of 58.90%. Severance's status skews the City's overall vacancy rate as it accounts for approximately 40% of all the commercial storefronts in the City. The City's overall vacancy rate exclusive of Severance is 8.9%, which falls within the typical range for commercial districts.

Development Projects & Sites

- Projects with Active City Role**
- 1 Top of the Hill
 - 2 Cedar-Lee-Meadowbrook
 - 3 Severance Town Center - Redevelopment Plan
 - 4 Medusa
 - 5 Taylor Tudor Plaza
 - 6 Millikin School Site
 - 7 Center Mayfield District Redevelopment
 - 8 Noble-Glenwood (former Pic-N-Pay Grocery site)
 - 9 2228 Noble Road (former McDonald's site)
 - 10 Turkey Ridge
 - 11 Cedar & Coventry Site
 - 12 Lee & Euclid Heights Blvd (Boulevard Townhomes)
- Other Development Projects of Interest**
- 1 Carmelite Monastery
 - 2 Disciples Church
 - 3 Hebrew Academy Site
 - 4 College Club



Center-Mayfield Redevelopment Opportunities



You bring the dream. We'll help fund it.

THE CLEVELAND HEIGHTS ECONOMIC DEVELOPMENT TOOL KIT

From law firms to doggy daycare, from craft breweries to art galleries, many small businesses are choosing Cleveland Heights as their home. With more than 500 small businesses, Cleveland Heights is an epicenter of small, locally owned businesses in Northeast Ohio.

Commercial Loan Program provides gap financing on a project, in conjunction with a bank loan and owner equity. This loan program is ideal for financing equipment, real estate and leasehold improvements.

Small Business Administration (SBA) Grant Program, in partnership with funding from Cuyahoga County, provides a forgivable loan/grant (up to 15 percent, or \$50,000) to a business as part of a project involving an SBA loan. The grant serves as an equity infusion to make the project more attractive to banks offering SBA loans, and allows the business to keep more cash on hand for operating expenses.

Economic Development Fund provides more flexibility than some of the other programs for high-impact projects the city wants to support.

Grow. The Tax Savings Plan provides eligible commercial properties with tax abatements. Whether a project will be granted a tax abatement, and the terms of the abatement, are negotiated on a case-by-case basis and must be approved by both the city and CH-UH City School District before the start of the project.

Microenterprise Loan Fund supports small business startups and entrepreneurs with five or fewer employees, one of whom is the owner. The program is targeted toward entrepreneurs and startups that may not yet be able to access traditional bank financing.

Storefront Rehabilitation Program is targeted toward transformative exterior improvements of buildings in commercial districts. It combines rebates of up to \$40,000 and no-interest loans of up to \$100,000, and also includes free design services from consultants contracted by the city.

Job Creation Grant Program is available to for-profit businesses creating a minimum of five new jobs in the city. Grants are awarded on a case-by-case basis and feature grant awards representing between 25% and 50% of the new income tax withholding generated by the newly created jobs for a term of between three and five years. In order to qualify towards the calculation of a Job Creation Grant, the newly created jobs must pay a minimum of \$15 an hour excluding payroll taxes and benefits.

To discuss what options are right for your business, call 216-291-2617.

Severance Town Center (STC) Redevelopment Plan										1/9/2020	
Firms	Project Schedule	Proposed Cost	Team Structure	Relevant Projects	Experience with Developers	Market Study/Feasibility	Dev Standards Zoning	Implementation Strategies	Community Engagement	Misc.	RANK*
Camrios	11 months	\$223,450	Planning Architects	Greenview Naval Airstation Reuse New City, Chicago	Yes	AREA	No	Yes	In-House by Camrios	4 Alternative Concepts	
Fitzgerald Architects Applied Real Estate Analysis			Real Estate Market Analysis	Ford City Mall Masterplan Renovation	Yes	AREA	No	Yes			
DPI	6-10 months	\$132,940	Planning, Architecture Market Analysis & Redevelopment Public engagement	First & Main - Hudson Legacy Village, Solon Town Center Lake Nona Town Center - FL	Yes - "Confidential"	RKG	Yes - Design Guidelines in draft - flexibility	"Design for Development"	RKG Charlotte Institute	"Look for Opportunities that exist"	
C.C. Hodgson Arch. Group											
AE7 Newmark Knight Frank Ioy Kuebler	5-6 months	\$183,410	Planning Architecture Market Advisors & Community Engagement	Esplanade Mixed Use Development - Pitt Northfield Stapleton - Denver Somerset West Mixed Use - Troy - MI	80% of work / portfolio with Developers	NKF	Extensive focus on Design Standards & Zoning Code	Focus on built environment - think like Developer	PL/ACE	Team depth direct mail redvelopment	
Goody Clancy W-ZHA	7 months	\$174,000	Urban Design Land Use Planning P3, Market Analysis, Feasibility Infrastructure/Eng.	Bridge Street Corridor Master Plan (Dublin, OH) Sandy Springs City Center Master Plan (GA) Crown Center Mixed-Use District (KC, MO) White Flint Comm. Strip (Montgomery County, MD)	Yes Yes	W-ZHA	Design Guidelines Zoning	Community Engagement Work Plan	Strong in area of financial feasibility		1
Design Collective HR&A Langan	11 months	\$377,300	Planning, Urban Design Architecture Market Advisors	Columbia MD Carlton East Liberty - Pitt.	P3 experience Yes	HR&A	Experience: Design Standards & Zoning Code	Focus on feasible, specifics - TIF, etc.	10 Day Charrette		7
CRITL OHM ONYX Creative Synergy HR&A	6 months	\$185,000 to \$225,000	Callison RTKL OHM ONYX Creative HR&A Synergy	Pinecrest Flats East bank Tysons Corner - DC Northland Mall - MI Metropolis - BC	have worked developers and public sector	HR&A	Provide Design standards and development text	focused on re-engaging current mall ownership	"Engagement is not a meeting but an event"	"Experts in mixed-use master planning"	5
MMSK Bralsky HR&A Guide Studio	6-8 months	\$293,418	Planning, LA, Urban Design Architecture Market Advisors Engagement & Branding	Columbus Commons Bridge Street/Park Corridor Framework Plan (Dublin, OH) Van Aken District Grandview Yards Portage Crossing	Worked with Public & Private Sectors	HR&A	Detailed Design Guidelines	"Create the Vision - The Document - Redevelopment"	Public engagement brief; "Project Storefront"	"From Parking Lots to Green Parks" Green space to draw people	3
Development Strategies Design Workshop Nelson Nygaard Koman Group Resource International	11 months	\$310,000	Market Analysis & Development Planning Urban Design Circulation, Mobility, Parking Development Advisor Utility & Horizontal Cost Estimation	Olivette Development and Economic Enhancement Strategy Washington University Medical Center Redevelopment Metropolitan District Market & Revenue Studies Prairietrie Market Analysis & Revenue Projections Wooster Corridor Development Planning - BG, Ohio		Development Strategies		Yes	Development Strategies		4

*The "RANK" column represents the original rankings by the Planning and Development staff that resulted in the 8 short listed firms to interview for the project. After the interviews, staff reviewed the results, and it was determined that a team consisting of a combination of firms from AE7, Goody-Clancy, and Deisgn Collective was the best approach for the City to take to prepare the Redevelopment Plan for Severance Town Center. The proposed cost is currently \$235,710 (does not include additional ALTA site survey mapping, if needed).

Internal Vetting and Selection:

The City received 18 responses from extremely qualified firms to the RFP issued on 6/21/19. The City created an internal selection committee which included the Economic Development Director, Planning Director and planning staff members. These members independently reviewed all 18 proposals and ranked their top submissions based on quality and experience. The results of this process and comparing the rankings of each individual member resulted in the selection of 8 firms to proceed to the interview stage. The interview team included the internal selection committee and the City Manager, and the eight proposals were made available to the Mayor and Planning & Development Committee of Council. Based on the quality of the proposals and performance during the interviews, the AE7 team rose to the top, with two conditions: the interview committee was greatly impressed with the real estate advisory & feasibility presentation (W-ZHA, LLC) / residential market analysts (ZVA) and civil engineering services (Langan) presented by other teams in the interview process; AE7 was asked if they could modify their team structure to include these other firms (and in the areas of real estate and residential analysis services, replace the original proposed team members). AE7 accommodated this request.

Proposed: 3/16/2020

RESOLUTION NO. (PSH)

By Council Member

A Resolution authorizing a renewal of an agreement with the Cuyahoga County Board of Health for a grant for lead remediation work in dwelling units in the City of Cleveland Heights; and declaring an emergency.

WHEREAS, the United States Department of Housing and Urban Development has entered into an agreement with the Cuyahoga County Board of Health for the provision of grant funds under the Lead Hazard Remediation Grant Program for lead remediation work in dwelling units; and

WHEREAS, the Cuyahoga County Board of Health has previously entered into an agreement with the City whereby the City, as sub-grantee, performed such lead remediation work in dwelling units in the City of Cleveland Heights; and

WHEREAS, a renewal of such agreement and acceptance of the proposed grant from the County is in the best interest of the City and its residents.

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

SECTION 1. The City Manager be, and she is hereby, authorized to enter into an agreement with the Cuyahoga County Board of Health for a grant of Eight Hundred Eighty-Five Thousand Dollars (\$885,000.00) under the Lead Hazard Remediation Grant Program, a copy of which is on file with the Clerk of Council. The grant, which will be administered by the Housing Preservation Office, will be utilized for lead remediation work in at least seventy (70) dwelling units that are income-eligible. The agreement shall provide for a total match contribution of Seventy-Three Thousand Five Hundred Dollars (\$73,500.00) of homeowner funds. The term of the agreement shall be from April 1, 2020 through September 30, 2023. The agreement with the Cuyahoga County Board of Health and all documents related thereto shall be approved as to form by 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 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 meet County deadlines. 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.

RESOLUTION NO. (PSH)

JASON S. STEIN, Mayor
President of Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

**AGREEMENT BETWEEN
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
AND
CITY OF CLEVELAND HEIGHTS**

GENERAL AGREEMENT

PART I

THIS AGREEMENT is made and entered into this 25th day of March, 2020 by and between the CUYAHOGA COUNTY BOARD OF HEALTH, hereinafter referred to as the "CCBH", and the CITY OF CLEVELAND HEIGHTS, with its principal office located at 40 Severance Circle., Cleveland Heights, Ohio hereinafter referred to as the "Sub-Grantee".

Whereas, the Board has been granted authority to administer the award of a federal grant through the Department of Housing and Urban Development (HUD) for the purpose of reducing exposure to lead in existing housing in the Board's jurisdiction by operating a lead abatement program, and

Whereas, the Board accepted the Sub-Grantee's proposal and agreed to award funding to the Sub-Grantee for specific services outlined herein under Exhibit A, and

Whereas, both parties desire to enter this agreement.

WITNESSETH

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the CCBH and the Sub-Grantee agree as follows:

ITEM I - SCOPE OF SERVICES

a. Scope of Services. Subject to the terms and conditions contained in this Agreement, its exhibits, schedules, Parts and attachments, Sub-Grantee will provide to CCBH and, as applicable, to all persons receiving the direct services provided for herein, including any Deliverables, as are more particularly set forth and described in the Scope of Work (SOW) attached as Exhibit A. If any provision of the SOW is inconsistent with any provision of this Agreement, this Agreement will govern. If any services, functions, or responsibilities not specifically described in Exhibit A are required for the proper performance and provision of the Services, they will be deemed to be included as part of such Services and within the scope of this Agreement to the same extent as if specifically described in this Agreement.

Unless otherwise agreed by the Parties in writing, all transactions for Services through Sub-Grantee will be provided in accordance with the provisions of 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.

b. Standard of Performance of Services. Sub-Grantee will devote such time and will use its best efforts as necessary to perform the Services (including any Deliverables) in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner; (ii) utilizes the care, skill, and diligence normally applied by Sub-Grantees in the performance of services similar to the Services; (iii) and the other requirements of this Agreement and all applicable Laws; and (iv) in the best interests of Board and Covered Persons. Sub-Grantee will be responsible for ensuring that all Sub-Grantee Parties assigned by Sub-Grantee to provide the Services possess the experience, knowledge, qualifications, and skills to perform all tasks relating to the performance of the Services. Upon the request of Board at any time, Sub-Grantee will promptly remove and replace any individuals assigned to provide the Services.

Amendment to the Scope of Services shall be subject to the provisions of Part II, Section 14, Paragraph A, hereof.

ITEM II - TIME OF PERFORMANCE

- A. The services of the Sub-Grantee are to commence **April 1, 2020** and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by **September 30, 2023**.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

ITEM III - COMPENSATION AND METHOD OF PAYMENT

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of Eight Hundred Eighty-Five Thousand dollars and no cents (\$885,000.00) for all of the services required. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the CCBH authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded. Refer to Exhibit B attached. The Sub-Grantee will contribute \$73,500 in match.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Sub-Grantee for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget.
- C. If Sub-grantee materially fails to fulfill its obligations under this Agreement, or if HUD or Grantee determines that a project or specific expenses made under a project or multiple projects are ineligible expenses through an audit of the program, Grantee may terminate this agreement or elect to modify the amounts due or reimbursable under this Agreement and may, in its sole discretion, require the repayment of the any amount or amounts due that would not have been payable under proper review and application of the rules and regulations for the grant.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY

The Sub-Grantee agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Sub-Grantee, this assurance shall obligate the Sub-Grantee, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds.
- D. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- E. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- F. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government and Sub-Grantees and under Federally assisted construction contracts.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Sub-Grantees may not discriminate in the programs and activities funded under HUD.

ITEM V – INSURANCE

The Sub-Grantee shall obtain insurance in accordance with the requirements of this Agreement, as set forth below;

- (a) General Liability. The Sub-Grantee shall carry comprehensive general liability insurance, occurrence version, in an amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.
- (b) Professional Liability. The Sub-Grantee shall carry professional liability insurance, occurrence version, providing single limit coverage in an amount of \$1, 000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.
- (c) Workers' Compensation. The Sub-Grantee shall provide evidence of proper and current worker's compensation coverage at the time of execution of the contract and at any other time upon further request of the Board.
- (d) Additional Insured. The Board shall be named as an additional insured for all coverage required under (a) and (b) hereinabove.
- (e) Employee Dishonesty. It is recommended that the Sub-Grantee provide coverage against employee dishonesty, in an amount approved by the Board. In the event that the Sub-Grantee elects not to provide coverage for employee dishonesty, the Sub-Grantee shall assume all risk for losses arising from employee dishonesty and the Board shall not make any payments to cover losses incurred as a result of employee dishonesty.
- (f) Evidence of Coverage. At the time of execution of this contract, the Sub-Grantee shall provide the Board with a certificate of insurance evidencing each type of coverage required or provided under this section, and shall provide the Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Sub-Grantee receives such notice.

ITEM VI - PERSONNEL ASSIGNED

Communication and details concerning this Agreement shall be directed to the following representatives:

Cleveland Heights

Allan Butler
Name

Housing Program Director
Title

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118

Board of Health

Rick Novickis
Name

Director Environmental Public Health
Title

Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130

(216) 291-4962
Telephone

(216) 201-2001
Telephone

(216) 291-4881
Fax

(216) 676-1325
Fax

ITEM VII - ATTACHMENTS

The following Attachments, specified in this Agreement, are made a part hereof and are incorporated herein as if fully rewritten herein as terms and conditions of this Agreement:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Details
3. Part II – Terms and Conditions
4. Part III – Accounting and Financial Management

ITEM VIII - 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 contract, 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.

ITEM IX – 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.

ITEM X – 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.

ITEM XI - FORCE MAJEURE

Neither party shall be liable for any delay nor 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.

ITEM XII – 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.

ITEM XIII - 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 hereto have affixed their signatures on the day and date first above written.

FOR THE BOARD:

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

Terrence Allan
Health Commissioner

Thomas P. O'Donnell

Date: _____

Date: _____

FOR CLEVELAND HEIGHTS:

The Legal form and correctness of this agreement is hereby approved.

Tanisha Briley
City Manager

Law Director

Date: _____

Date: _____

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PART II

TERMS AND CONDITIONS

SECTION 1 - UNIFORM ADMINISTRATIVE REQUIREMENTS

During the performance of this Agreement, the Sub-Grantee agrees to comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribe Government;" OMB Circular No. A-123, "Audits of State and Local Governments" (implemented at 24 CFR part ii); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as specified below. A copy of these Circulars are available upon request by the Sub-Grantee.

- a. Section 85.3, "Definitions."
- b. Section 85.6, "Exceptions."
- c. Section 85.12, "Special grant or sub-grant conditions for "high-risk" grantees."
- d. Section 85.20, "Standards for financial management systems," except paragraph (a).
- e. Section 85.21, "Payment," except as modified by Section 570.513.
- f. Section 85.22, "Allowable costs."
- g. Section 85.26, "Non-Federal audits."
- h. Section 85.32, "Equipment, "Except in all cases in which the equipment is sold, the proceeds shall be program income.
- I. Section 85.33, "Supplies."
- j. Section 85.34, "Copyrights."
- k. Section 85.35, "Sub-awards to debarred and suspended parties."
- l. Section 85.36, "Procurement," except paragraph (a).
- m. Section 85.37, "Sub-grants."
- n. Section 85.40, "Monitoring and reporting program performance", except paragraphs (b) through (d) and paragraph (f).
- o. Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e).
- p. Section 85.42, "Retention and access requirements for records."
- q. Section 85.43, "Enforcement".
- r. Section 85.44, "Termination for convenience."
- s. Section 85.51, "Later disallowances and adjustments."
- t. Section 85.52, "Collection of amounts due."

Vendor's Warranty against an Unresolved Finding for Recovery. Ohio Revised Code Section 9.24 prohibits the award of a contract to any bidder against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of Health of such finding.

Suspension and Debarment. The Board of Health will not award a contract for goods or services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System www.epls.arnet.gov/.

SECTION 2 - ALLOWABLE COSTS

The total cost of an Agreement is comprised of the allowable direct cost incident to its performance, plus its allocable portion of allowable indirect costs.

Direct costs are those that can be identified specifically with a particular cost objective. Typical direct costs chargeable to contracts include:

1. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
2. Cost of materials -acquired, consumed, or expended specifically for the purpose of the Agreement.
3. Equipment and other approved capital expenditures.
4. Other items of expense incurred specifically to carry out the Agreement.
5. Services provided specifically for the Agreement by other agencies.

Indirect costs are those (a) incurred for a -common or joint purpose benefiting more than one cost objective (b) not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

SECTION 3 - RECORDS

1. Establishment and Maintenance of Records - Records shall be maintained with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of four years after receipt of the final payment under this Agreement.
2. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, Agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, Agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Sub-Grantee shall submit copies of all independent audits performed on the Sub-Grantee during the term of this Agreement to the County. All records must be kept according to standard accounting practices.
3. The Sub-Grantee assumes all responsibility for any and all Workers' Compensation premiums, unemployment compensation premiums, and Federal, State and local taxes due on the compensation paid to all their employees. The Sub-Grantee agrees to follow all Federal, State and local regulations pertaining to any employees the Sub-Grantee may use to provide services under this Agreement.

4. The Sub-Grantee shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Sub-Grantee.
5. Client Data - The Sub-Grantee shall maintain client data demonstrating client eligibility for services provided, if applicable. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of services provided.

SECTION 4 - REPORTS

At such times and in such forms as the Department of Housing and Urban Development (“HUD”) or the CCBH may require, there shall be furnished to HUD or to the CCBH statements, records, data and information, as HUD or the CCBH may request pertaining to matters covered by this Agreement.

SECTION 5- AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CCBH, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CCBH, HUD and/or representatives of the Comptroller General for examination all records of the Sub-Grantee with respect to all matters and the Sub-Grantee shall permit the CCBH, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the CCBH -may perform inspections of the program facilities and/or records at any time it deems desirable.

SECTION 6 - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the CCBH or Sub-Grantee who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Sub-Grantee shall take appropriate steps to assure compliance.

SECTION 7 - PROCUREMENT STANDARDS AND METHODS

The Sub-Grantee shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procedures conform to 24 CFR Part 85, Section 85.36, “Procurement.” A copy of these procedures is available upon request by the Sub-Grantee.

SECTION 8 - EMPLOYMENT DISCRIMINATION PROHIBITED

During the performance of this Agreement, the Sub-Grantee agrees as follows:

1. The Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The Sub-Grantee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status- as used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The Sub-Grantee agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Sub-Grantee setting forth the provisions of this nondiscrimination clause.
2. The Sub-Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Grantee, state that the Sub-Grantee is an Equal Opportunity Employer.

SECTION 9 - ENVIRONMENTAL REVIEW

The Sub-Grantee does not assume the CCBH's environmental responsibilities described in 570.604; and the Sub-Grantee does not assume the CCBH's responsibility to initiate the review process.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrighted material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress.

SECTION 14 - CHANGES

The CCBH may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCBH may from time to time cause changes in the expressed maximum sum of this Agreement provided such changes in compensation are authorized by resolution of the Board of CCBH Commissioners and are pursuant to the provisions of Part I, Item III hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCBH may upon its own initiative or upon that of the Sub-Grantee, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the CCBH shall have determined that the Sub-Grantee has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement document. Any change in the time of performance shall be agreed to by the Sub-Grantee and the CCBH in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 – PERSONNEL

- A. The Sub-Grantee represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Contractual relationship with the CCBH.
- B. All of the services required hereunder will be performed by the Sub-Grantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

SECTION 16 - ASSIGNABILITY

The Sub-Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CCBH thereto.

SECTION 17 - TERMINATION OF AGREEMENT

If the Sub-Grantee fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Sub-Grantee shall violate any of the covenants, Agreements, or stipulations in this Agreement, the CCBH shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Sub-Grantee hereunder;
- B. Withhold or reduce funds not yet paid to the Sub-Grantee;
- C. Recover funds previously paid to the Sub-Grantee;
- D. Recover any property obtained by the Sub-Grantee through its expenditure of HUD funds granted pursuant to this Agreement; or
- E. Exercise any and all additional rights the CCBH may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the CCBH has given written notice to the Sub-Grantee of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-Grantee under this Agreement, at the option of the CCBH, shall become the property of the CCBH and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the CCBH determines that any money owed the CCBH by the Sub-Grantee has not been paid.

SECTION 18 - TERMINATION FOR NECESSITY OF THE CCBH

The CCBH may terminate this Agreement for necessity by giving at least thirty (30) days notice in writing from the CCBH to the Sub-Grantee. If the Agreement is terminated by the CCBH as provided herein, the Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Sub-Grantee covered by this Agreement, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Sub-Grantee shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement incurred by the Sub-Grantee during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If the Agreement is terminated due to the fault of the Sub-Grantee, Section 18 hereof relative to termination shall apply.

SECTION 19 - NON-EXPENDABLE PROJECT PROPERTY

All tangible property personal or real, acquired for the purpose of carrying out this Agreement shall be owned by the CCBH for the use of the Sub-Grantee. At the expiration of the project, the CCBH may reclaim possession of said property.

SECTION 20 - SECTION 3, - HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area

and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no Contractual or other disability which would prevent them from complying with these requirements.
- C. Sub-Grantee will send to each labor organization or representative of workers with which he has collective bargaining Agreement or other Agreement or understanding, if any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 21 - TAX INDEMNIFICATION

Sub-Grantee shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets purchased with HUD funds granted pursuant to this Agreement shall be attached.

SECTION 22 - INDEPENDENT SUB-GRANTEE RELATIONSHIP

The parties to this Agreement expressly intend that an independent Sub-Grantee relationship is created. The CCBH and the Sub-Grantee agree that the conduct and control of the work to be performed will lie solely with Sub-Grantee. Sub-Grantee is not to be considered an agent or employee of the CCBH for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

SECTION 23 - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The Sub-Grantee shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The Sub-Grantee shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 24 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of this Agreement regarding the provision of services with HUD funds, pursuant to Title I of the Housing and Community Development Act of 1974 as, amended, the Sub-Grantee agrees:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, restore, or maintain any facility which is owned by the Sub-Grantee and in which the public services are to be provided. However, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the HUD expenditure for the public services.

SECTION 25 - PUBLIC ACCESS TO PROGRAM RECORDS

The Sub-Grantee shall provide citizens with reasonable access to records regarding the past use of HUD funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

SECTION 26 - GRANT CLOSE OUT PROCEDURES

This Agreement will be closed out when:

1. All costs to be paid with HUD fund have been incurred, and
2. The work to be assisted with HUD funds has been completed, and
3. After responsibilities of the Sub-Grantee under the grant Agreement have been carried out satisfactorily.
4. Within 90 days of the close-out date as determined above, the Sub-Grantee shall submit all requests for reimbursement to the CCBH, with the exception of retainer fees (if applicable).
5. The CCBH will cancel any unused portion of the awarded grant amount to drawn by the Sub-Grantee within 90 days of the close-out date unless the CCBH is notified in advance by the Sub-Grantee of the reasons for not canceling the grant amount.
6. Any unused grant funds will be captured by the CCBH for use in eligible HUD program objectives.

SECTION 27 - MONITORING

The CCBH is responsible for monitoring the Sub-Grantee's HUD funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Generally, one on-site monitor visit will be conducted during the period of this Agreement.

SECTION 28 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

The Sub-Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contracts Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-278a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CCBH when requesting reimbursement.

The Sub-Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-Grantee engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-Grantee of its obligation, if any, to require payment of the higher wage. The Sub-Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirements of this paragraph.

PART III

ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES

SECTION 1 - GENERAL

The Sub-Grantee will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of Part II, Section 2 herein.

When audits are performed in accordance with the provisions of PART II, Section 5 hereof, discovery of the failure of the Sub-Grantee to use generally accepted accounting procedures may result in the disallowance of expenditures for which the Sub-Grantee will be liable and for the assessment of sanctions pursuant to PART II, Section 17 hereof.

The CCBH reserves the right to review all financial records in order to assess the financial condition of the agency. If the CCBH determines that the Sub-Grantee's financial condition or the methods and practices it uses to manage its financial systems may jeopardize HUD funds under the Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the agency under specific financial requirements until the problems have been corrected to the satisfaction of the CCBH, or exercise its authority to terminate the Agreement as a result of such conditions.

The Sub-Grantee is fully responsible for the management and control of its financial system. Any loss of HUD funds as a result of the misfeasance, nonfeasance, or malfeasance of the Sub-Grantee is the responsibility solely of the Sub-Grantee and its officers. To insure accountability, the CCBH reserves the right to withhold payments, put the Sub-Grantee under specific financial requirements, or terminate the Agreement.

SECTION 2 - ACCOUNTING SYSTEM STANDARDS

Sub-Grantee's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of each Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records which adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- C. Effective control over and accountability for all funds, property and other assets. Sub-Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual amounts with budgeted amounts for each Agreement. Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the CCBH.

- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Part II, Section 2.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3 - GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Sub-Grantee makes an actual cash disbursement will it be reimbursed for the expense by the CCBH.
- B. Disbursements must be applied only to the authorized use as specified in the scope of services & budget. Failure to pay creditors for activities specified in the Agreement or to disburse funds for their authorized use constitutes a violation of the Agreement terms.
- C. At intervals determined by the CCBH, the Sub-Grantee may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The CCBH has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the CCBH to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of Federal wages, as applicable.

SECTION 4 - AUDIT REQUIREMENTS

Sub-Grantees that receive more than \$300,000 in federal financial assistance from any source shall in any year have an audit made in accordance with Circular No. A-133.

The Audit shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits. "Generally Accepted Government Auditing Standards" means the Standards for Audit of Government Organizations, Programs, Activities and Functions developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Sub-Grantee is required to send the CCBH a copy of its Audit for the time period when HUD funds are expended.

SECTION 5 - PROGRAM INCOME

The Sub-Grantee shall comply with the standards set forth in 24 CFR Part 85 to account for program income. Program income represents gross income earned by the Sub-Grantee from

the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Unless the Agreement provides otherwise, Sub-Grantees shall have no obligation to the Federal Government with respect to royalties received as a result of copyrights or patents.
- B. All other program income earned during the project period shall be retained by the Sub-Grantee and, in accordance with the grant or other Agreement shall be:

Added to funds committed to the project by the CCBH and be used to further eligible HUD program objectives;

Used to finance the Sub-Grantees' share of the project when approved by the CCBH; or

Deducted from the total project costs in determining the net costs on which the HUD share of costs will be based.

SECTION 6 - REVERSION OF ASSETS

Any real property under the Sub-Grantee's control that was acquired or improved in whole or in part with HUD funds in excess of \$25,000.00 must be used to meet one of the HUD National Objectives until five years after grant close-out (Part II, Section 28); and

If such property is not used in accordance with the above paragraph, the Sub-Grantee shall pay the CCBH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HUD funds for the acquisition of or improvement to, the property.

SECTION 7 - USE OF REAL PROPERTY

The Sub-Grantee shall not change the use or planned use of any property (acquired in whole or in part using HUD funds in excess of \$25,000.00) from that for which the acquisition or improvement was made unless the Sub-Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change. These standards are in effect until five years after grant close-out (Part II, Section 28).

The new use must qualify as meeting one of the HUD National Objectives. If this requirement is not met, the Sub-Grantee may retain or dispose of the property and reimburse the CCBH an amount as determined above (Part III, Section 6B). If the change of use occurs after grant close-out, the provisions governing program income (Part III, Section 5) shall apply.

In the case of property of equipment having a useful life of greater than one year purchased with HUD funds pursuant to this Agreement, the Sub-Grantee shall furnish a description of the property or equipment, including the serial number, to the CCBH within thirty (30) days of the date of purchase.

EXHIBIT A HEALTHY HOMES GRANT

Scope of Work

Project Title: Lead Safe Cuyahoga

Program Funding: \$885,000

Project Description: Administer lead interventions in a minimum of seventy (70) units

Project Location: Cleveland Heights

Project Start Date: April 1, 2020

Project Completion Date: September 30, 2023

Summary of Project: As more fully described in the Lead Hazard Demonstration Grant Application approved by the U.S. Department of HUD, Sub-Grantee directly by its own staff and properly licensed contractors shall carry out lead and healthy homes interventions in the homes of **70** moderate & low-income families.

Healthy Home interventions, beyond lead, are to be performed at a total cost of **\$150,000**. These cost and scope of work shall be clearly delineated on the specifications and tracked accordingly.

Sub-Grantee will provide matching resources in the estimated value of **\$73,500**, consisting lead remediation services for eligible households and staff time to administer these services and associated funding.

Special Conditions: The following Special Conditions of HUD's award to CCBH apply to activities carried out by Sub-Grantee under this Agreement:

1. Sub-Grantee may not allow its contractors to begin lead hazard control intervention work in homes until CCBH has received written HUD approval of its work plan and Release of Funds Request.

2. For grants made to assist rental housing, at least 50 percent of the units must be occupied or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that buildings with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level.

3. For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.

4. Sub-Grantee shall ensure that its written procedures are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing revised July 2012.

5. Sub-Grantee shall comply, and shall require its contractors to comply, with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, and work practices during lead hazard control activities.

6. Sub-Grantee shall prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100 degrees Fahrenheit as work practices at any time.

7. Sub-Grantee shall require its contractors to observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration, 29 CFR 1910.1025.

8. Sub-Grantee shall require its contractors to dispose of waste resulting from lead hazard control activities in accordance with the

requirements of the appropriate local, State, and Federal regulatory agencies.

9. Sub-Grantee shall only provide assistance to units occupied by children under the age of six, when all such children have been tested and their blood-lead levels recorded within 6 months prior to the abatement or hazard control, according to Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing. The actual blood-lead levels shall not be reported to the Sub-Grantee due to medical confidentiality restrictions. Referrals of children with Elevated Blood Levels for appropriate treatment and follow-up medical care are the responsibility of the medical personnel carrying out the testing.

10. Sub-Grantee shall cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Sub-Grantee's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.

11. Sub-Grantee shall maintain all records and submit all reports requested by CCBH relative to HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3).

12. Sub-Grantee shall carry out its activities in such a manner that at least the number of units to be treated shown on the HUD 1044, Assistance Award / Amendment Form, is completed by the end of this agreement period, unless revised by a grant amendment from CCBH.

13. Sub-Grantee shall comply with HUD Office of Lead Hazard Control and Healthy Homes Policy Guidance that describes specific work practice, management, or reporting requirements.

14. Ensure that copies of all lead-based paint inspections, risk assessments, and clearance test reports are provided to the property owner, with a transmittal letter including the following statement: "The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or

abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.”

EXHIBIT B

Budget for 42 months

Match Requirement: Sub-Grantee shall document expenditure of Match funds, as defined by the federal regulations applicable to HUD Lead Hazard Control Grants, totaling no less than **\$73,500**. The projected breakdown of Match funds by specific budget categories is set forth below. However, Sub-Grantee has the right to document expenditure of Match funds from different cost categories, without a Budget Amendment, provided that the total Match funds documented equal or exceed the required amount. Match expenditures will be reported to CCBH at least quarterly.

	Cost Categories	Budgeted Amount	Projected Match Amount
1	Personnel	\$0	\$0
2	Fringes	\$0	\$0
3	Space	\$0	\$0
4	Equipment	\$0	\$0
5	Supplies & Materials	\$0	\$0
6	Remediation- Lead	\$630,000	\$73,500
7	Remediation- Healthy Homes	\$150,000	\$0
8	Other Direct	\$105,000	\$0
9	Indirect	\$0	\$0
	Total	\$885,000	\$73,500

1. Personnel

Title	Budgeted Amount	Projected Match Amount
Total	\$0	\$0

2. Fringes

Budgeted Amount	Projected Match Amount
\$0	\$0

3. Space

Budgeted Amount	Projected Match Amount
\$0	\$0

4. Equipment

Budgeted Amount	Projected Match Amount
\$0	\$0

5. Supplies & Materials

Budgeted Amount	Projected Match Amount
\$0	\$0

6. Remediation- Lead

	Budgeted Amount	Projected Match Amount
Total	\$630,000	\$73,500

7. Remediation- Healthy Homes

	Budgeted Amount	Projected Match Amount
Total	\$150,000	\$0

8. Other Indirect

Direct staff costs for inspections, bidding, and construction management of cases	Budgeted Amount	Projected Match Amount
Total	\$105,000	\$0

9. Indirect

Budgeted Amount	Projected Match Amount
\$0	\$0

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Proposed: 03/16/2020

ORDINANCE NO. (AS)

By Council Member

An Ordinance enacting and adopting Section 111.131, "Consent Agenda," of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights; amending various sections of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights to provide for a Consent Agenda; and declaring an emergency.

WHEREAS, pursuant to Article III, Section 8 of the Charter of the City of Cleveland Heights, this Council has the authority to determine its own rules and order of business, including prescribing the form, method, and procedure for legislative enactments; and

WHEREAS, pursuant to Section 111.25 of the Codified Ordinances of the City of Cleveland Heights, this Council may, by vote of five (5) members of the Council, repeal, amend, alter, or adopt new rules for conducting the business that comes before this it; and

WHEREAS, by Resolution 13-2020, this Council authorized the use of a Consent Agenda within the agenda of meetings of the City Council and established the parameters of the same; and

WHEREAS, this Council has determined that amending its codified rules and order of business to provide for the use of a Consent Agenda within the agenda of City Council's meetings will allow Council to address routine matters more efficiently and is in the best interest of the City and its residents.

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

SECTION 1. Section 111.131, "Consent Agenda," of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is enacted and adopted to read as follows:

111.131 CONSENT AGENDA.

The agenda at any regular meeting of Council may include a Consent Agenda. The Consent Agenda may consist of ordinances and resolutions, acceptance of property and dedications, easement agreements, and such other items as Council determines. The Consent Agenda shall not include those items which impose a tax or propose a levy or question for popular consideration on the ballot or which would be prohibited by the City Charter or Ordinances. Any member of Council, for any reason, may request that an item on the Consent Agenda be removed, and if such request is made, the item shall be removed and placed on the regular agenda without discussion on that request. Action on any item on the consent portion of the agenda shall not eliminate the need for a greater majority vote if one is called for by the Charter or these Codified Ordinances. Action upon the Consent Agenda will require two motions: the first to suspend the rules under Chapter 111 of the Codified Ordinances of the City of Cleveland Heights, and a second for approval or adoption of the items within the Consent Agenda. A vote upon adoption of the Consent Agenda operates as to all items on the Consent Agenda at the time the motion to approve or adopt is made.

ORDINANCE NO. (AS)

SECTION 2. Section 111.12, "Business of Council," of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

111.12 BUSINESS OF COUNCIL.

The business of all regular meetings of Council shall include the following:

Roll call.

Reading and disposal of journal.

Reports and communications from the City Manager and department heads.

Communications from residents.

Reports of committees.

Approval of Consent Agenda.

Consideration of ordinances, resolutions, and motions: not part of the Consent Agenda.

Miscellaneous business.

SECTION 3. Section 111.13, "Action of Council," of Chapter 111, "Council," of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to read as follows:

111.13 ACTION OF COUNCIL.

Council shall act by ordinance or resolution duly adopted at a regular, special or emergency meeting. Unless a greater number of votes is required under the Charter or another provision of the Codified Ordinances, ~~E~~each ordinance, resolution and motion shall require the concurrence of at least four (4) members of Council for its passage or adoption, and the vote upon its passage or adoption shall be taken by "ayes" and "nays" and entered on the journal.

SECTION 4. 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 5. 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 need to adopt permanently and codify the use of a Consent Agenda to aid Council in conducting its business more quickly and efficiently, for the benefit of the public. 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.

ORDINANCE NO. (AS)

JASON S. STEIN, Mayor
President of Council

SUSANNA NIERMANN O'NEIL
Acting Clerk of Council

PASSED:

Proposed: 3/16/2020

RESOLUTION NO. (AS)

By Council Member

A Resolution designating certain law department attorneys pursuant to R.C. 109.43(b) for the purposes of Sunshine Law training; and declaring an emergency.

WHEREAS, Ohio Revised Code Section 109.43(b) requires that all elected officials or their appropriate designees attend three (3) hours of training concerning public records and open meetings laws for each term of office of the official; and

WHEREAS, this Council has determined that certain attorneys in the City Law Department are its appropriate designees to fulfill said requirement.

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

SECTION 1. Each and every current member of City Council hereby designates Assistant Law Directors Alix Nouredine and Pamela Roessner to fulfill the training requirements set forth in Ohio Revised Code Section 109.43(b) as may be necessary on his or her behalf.

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 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 comply with State law. 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 NIERMANN O'NEIL
Acting Clerk of Council

PASSED: