



## COUNCIL UPDATE

October 21, 2020

### MEETINGS & REMINDERS

Please note meetings are being held as webinars and conference calls. Information for residents to participate may be found on the [clevelandheights.com](http://clevelandheights.com) calendar.

Monday, October 26	-	6:15 p.m.	-	Committee of the Whole
Monday, November 2	-	6:30 p.m.	-	Committee of the Whole
	-	7:30 p.m.	-	City Council

### LEGISLATION

- **Small Business Saturday.** A Resolution declaring November 28, 2020, "Small Business Saturday"
- **2021 Sewer Maintenance.** A Resolution authorizing the City Manager to enter into an agreement with the County of Cuyahoga to perform certain services to help maintain the City's sanitary and storm sewers
- Legislation is being prepared regarding the 27<sup>th</sup> pay period this year. It will be included in the packet next week.

### UPDATES

- COVID-19 testing was held on Wednesday, October 21 from 9:00 a.m. to 3:00 p.m. in the Community Center Parking Lot.
- The Community Center will be open Tuesday, November 3 as an Election Day voting location. There will be 10 precincts voting there.
- As part of the limited Community Center reopening, the basketball courts will be open for organizational rentals. They will practice skill development only, no games or

tournaments. No open gym will be provided at this time due to the global pandemic. Strict protocols will be in place.

- Staff is continuing to work toward a potential mid-November limited reopening of the fitness center. Attendance and equipment access will be limited and strict protocols will be in place. Plans are tentative and subject to change due to pandemic.



# CLEVELAND HEIGHTS

## Committee of the Whole

**October 26, 2020**

**6:15 p.m.**

### **Agenda**

1. Legislation overview
2. Discussion regarding automation of refuse and recycling
3. Racial Justice Task Force process regarding applications and formation
4. Executive session
  - 1.) *To discuss with the City attorney claims or disputes that are or in the judgment of the City attorney appear likely to be the subject of a future court action or claim; and*
  - 2.) *To consider the investigation of complaints regarding a public employee.*

## **AUTOMATION OF REFUSE AND RECYCLING**

### **Summary:**

In the packet last week (October 19<sup>th</sup>) Council was provided with the Citizens Task Force report, the full Solid Waste Collection Rate Analysis by GT Environmental and the Summary of that report. Included in this packet is the GT summary. The following are Recommendations based on those reports.

### **In House collection:**

Both the Task Force report and the Administration are in favor of retaining the inhouse staffing by Public Works.

### **Automation Financial realities:**

In order to go forward with this long awaited initiative, it is estimated by GT Consultants that the cost for 6 automated trucks, 3 tractor trucks, 5 aluminum trailers, 30,000 carts (each household a refuse and recycling cart) and upgrades to the Transfer station would total an estimated cost of \$4,362,852.

### **Financial commitment:**

The City would be able to apply for a OWDA (Ohio Water Development Authority) loan payable over ten years with an estimated yearly payment of \$498,494. Since Public Works is already subsidized at 23 percent the City cannot absorb this cost without a fee increase.

### **Revenue generation for the loan:**

There are currently 13,629 customers that are billed monthly \$11.50 and these fees are paid quarterly on the City's utility bill. GT recommends 2 options to create the necessary revenue:

- a. Years 1 thru 15 with an ANNUAL increase 1<sup>st</sup> year \$4.67 2<sup>nd</sup> year \$4.98 3<sup>rd</sup> year \$5.33 and going forward with each increases each year.
- b. Years 1 thru 15 with a TRIENNIAL increase of \$5.00 for the first 3 years.

**Staff recommends the annual increase - Although it is a minor cost difference it is a gradual increase for our residents. And this amount will cover the annual loan payment.**

**In addition, staff recommends initiating this increase on April 1, 2021 to be reflected in the quarterly bill in July, 2021.**

**Please note Homestead exemption is still in place and those increases will match the annual increase chart.**

**Commercial/Recycling Pickup:**

**The City has picked up recycling (sometimes multiple times a week) at 70 locations throughout the City – businesses, restaurants, schools, etc. This of course was a plus for our recycling revenue. However, with the changes in the market this cost free service is no longer feasible.**

**GT noted as an option a charge of \$20 /cubic yard (as reflected in our Codified Ordinance 935.02 c for special Collections). Staff recommends a fee beginning January 1, 2021 and notifying the 70 owners as soon as possible. This will give them time to choose our fee based service or perhaps find another hauler.**

**CAPITAL EQUIPMENT SAVINGS FUND:**

**A dedicated fund could be established for equipment maintenance / replacement and also for the purchase of additional carts over time. GT advises that an additional \$0.80 added to the monthly fee would generate \$116,571/a year to the fund.**

**Thank you.**

**SNO/CC/AH**



# CLEVELAND HEIGHTS

## *SOLID WASTE COLLECTION RATE ANALYSIS SUMMARY*

*BASED ON REPORT PREPARED BY*



## TIMELINE OF EVENTS

January 22, 2019	City Council passes Resolution 07-2019 forming the 13 member Refuse & Recycling Task Force charged with evaluating the city's current refuse & recycling collection system and recommending how the city should proceed with collection.
December 30, 2019	Refuse & Recycling Task Force Final Report issued Recommending that Refuse Collection Operations continue to be provided as an "in-house" service and that the city consider converting collection to an "automated" system. The task force recommended that the city consider a rate increase to cover the capital costs of equipment to convert to such a system and that a third party consultant should be hired to conduct a rate analysis.
January 30, 2020	Cleveland Heights enters into agreement with GT Environmental to conduct a rate analysis and routing study for the Refuse & Recycling Division.
July 13, 2020	GT Presents preliminary findings and draft report to Municipal Services Committee of City Council
September 25, 2020	GT Issues final report for the rate analysis recommending a rate increase if the city wishes to keep operations "in-house."

**GT ENVIRONMENTAL**  
**ESTIMATED CAPITAL OUTLAYS**  
**FOR AUTOMATION**

- 4 automated trash trucks (\$335,740 each)
- 2 automated recycling trucks (\$350,000 each)
- 14,531 carts (95-gallon) for trash at \$51.55/cart
- 14,531 carts (65-gallon) for Recycling at \$46.55/cart
- Transfer station upgrades: full depth concrete repair for elevated ramp and turn around area, repoint exterior masonry, remove and replace exterior, angle lintels, including brick, flashing and end dams, replace exterior brick, demolition of original salt storage building, and a construct new 16' tall, brick and concrete masonry wall with foundation. (\$452,500)
- 3 tractor trucks (3 at \$103,967 each)
- 5 aluminum transfer trailers at \$86,000 each

**TOTAL ESTIMATED COST**  
**\$4,362,852**

**ESTIMATED ANNUAL PAYBACK**  
**10 YEARS/2.5% INTEREST (Estimated)**  
**OWDA LOAN**  
**\$498,494**



# GT ENVIRONMENTAL REFUSE & RECYCLING ECONOMIC ANALYSIS

City of Cleveland Heights Curbside Collection Program				Automated Trash and Recycling Collection				
Item	Comments		2019 Current (Manual) Costs	2020 Current (Manual) Budgeted Costs	Year 1	Year 5	Year 10	Year 15
<b>Revenues</b>								
Regular Rate (WSL or L) Households	13,629	93.8%	\$11.50	\$11.50	\$16.17	\$17.60	\$19.32	\$21.55
Homestead Rate (WHL) Households	902	6.2%	\$3.00	\$3.00	\$7.67	\$9.10	\$10.82	\$13.05
Revenue from Rates			\$1,845,410	\$1,845,410	\$2,291,330	\$2,500,286	\$2,752,720	\$3,078,677
Property Liens on Non-paying Customers			\$237,578	\$237,578	\$237,578	\$237,578	\$237,578	\$237,578
Revenue from Subsidy			\$648,304	\$675,722	\$675,722	\$675,722	\$675,722	\$675,722
<b>Total Annual Program Revenues</b>			<b>\$2,731,292</b>	<b>\$2,758,710</b>	<b>\$3,204,629</b>	<b>\$3,413,585</b>	<b>\$3,666,019</b>	<b>\$3,991,976</b>
<b>Expenditures</b>								
<b>Annual Costs</b>								
Annualized cost of capital debt retirement (2.5% interest-10 year payback)	Vehicles and Containers		\$0	\$0	\$498,494	\$498,494	\$498,494	\$548,343
Employees (Trash, Recycle, TS)	Number of Staff		27	27	23	23	23	23
	Average Total Cost Per Employee		\$74,819	\$76,974	\$78,513	\$84,985	\$93,830	\$103,596
Employee - Trash	Average Hours/Week		534	520	520	520	520	520
Employee - Recycle	Average		214	240	240	240	240	240
Employee - TS	Average		218	200	200	200	200	200
Employee - Bulk	Average		74	80	80	80	80	80
<b>Total Employee Costs</b>			<b>\$2,020,110</b>	<b>\$2,078,288</b>	<b>\$1,805,801</b>	<b>\$1,954,657</b>	<b>\$2,158,099</b>	<b>\$2,382,716</b>
Equipment Replacement Fund			\$0	\$0	\$0	\$0	\$0	\$0
Supplies/Equipment/Maintenance			\$120,418	\$115,854	\$160,920	\$167,454	\$175,996	\$184,973
Overhead Costs			\$183,300	\$211,934	\$211,384	\$219,967	\$231,187	\$242,980
Trash/MRF Disposal and Processing Costs			\$407,463	\$352,635	\$528,031	\$573,014	\$602,243	\$632,963
<b>Total Annual Program Cost</b>			<b>\$2,731,292</b>	<b>\$2,758,710</b>	<b>\$3,204,629</b>	<b>\$3,413,585</b>	<b>\$3,666,019</b>	<b>\$3,991,976</b>
<b>Population</b>								
Cleveland Heights Population			44,373	44,373	44,373	43,477	42,525	41,673
<b>Households</b>								
# of Households Participating			14,531	14,531	14,531	14,531	14,531	14,531

**Key Assumptions:**

- Staffing Reduction of 27 FTE to 23 FTE due to operational efficiencies of Automated Collection
- Maintain Current assumed General Fund Subsidy of \$675,722
- 2.5% APR/10 Year OWDA Capital Loan
- Maintain current # of Participating Households
- Additional Key Assumptions detailed on pages 22-25 of Final Report



**Racial Justice Task Force Candidate:** Thank you for your interest in the work of reviewing racial equity issues in Cleveland Heights, particularly in the context of law enforcement, and developing recommendations to Cleveland Heights City Council on methods and opportunities to enhance racial justice and cultural competence in policing, improve police-community relations, and to advance racial and ethnic equity and fairness in our community. This Task Force is the result of the adoption by Cleveland Heights City Council of Resolution 78-2020, on July 6, 2020, which declared racism to be a public health crisis, expressed support for statewide legislation to combat racism and implement best practices in policing to address racial bias, and called for the creation of a task force to determine what must be done to combat the effects of racism in Cleveland Heights, in honor of the City's diversity.

This application is designed to help ensure that the task force includes diversity of thought, perspective and experience, to reflect the diversity of our community as we undertake this important work.

Name \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred Telephone Number (with area code) \_\_\_\_\_

Residential Address \_\_\_\_\_

Please mark one:  Rent  Own  Other

Zip code

Years as Cleveland Heights resident \_\_\_\_\_

Occupation: \_\_\_\_\_

If you are a Cleveland Heights business owner, please provide the information requested below.

Please circle one: Resident or Non-Resident

Business Name (if applicable) \_\_\_\_\_

Business Address \_\_\_\_\_

Zip code

How long in business in Cleveland Heights? \_\_\_\_\_

---

**\*Note:** Questions regarding age, gender, race and ethnicity are **optional** and are included solely for purposes of helping to assemble a diverse task force to address the issues before it.

---

Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Race/Ethnicity – Please select the racial/ethnic category with which you **most closely identify**;

- American Indian or Alaskan Native
- Asian
- Black or African American, not of Hispanic origin
- Native Hawaiian or other Pacific Islander
- White, not of Hispanic origin
- Other/Prefer not to say: \_\_\_\_\_

Please provide a brief explanation of why you want to serve on this Task Force:

---

---

---

---

---

---

---

---

---

---

---

Please return this form to:

Proposed:

RESOLUTION NO. -2020 (MS)

By Council Member

A Resolution authorizing the City Manager to enter into an agreement with the County of Cuyahoga to perform certain services to help maintain the City's sanitary and storm sewers; and declaring an emergency.

WHEREAS, the City owns and operates sanitary and storm sewers and catch basins, which require regular maintenance; and

WHEREAS, Section 171.02(b) of the Cleveland Heights Codified Ordinances authorizes the purchase of services without obtaining competitive bids where the price for services offered by a political subdivision is less than the price that would be obtained by taking bids from private persons; and

WHEREAS, the City Manager has determined that Cuyahoga County offers certain maintenance services for sanitary and storm sewers and catch basins at a price less than would be obtained by taking bids from private persons and that it would be in the City's best interests to retain the County for such services.

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 execute an agreement necessary to retain the County of Cuyahoga to provide certain services to maintain the City's sanitary and storm sewers and catch basins, in accordance with the requirements set forth in Section 171.02(b) of the Cleveland Heights Codified Ordinances. The agreement shall be similar to the one on file with the Clerk of Council. Term of the agreement shall expire on December 31, 2021, and the total amount to be paid by the City shall not exceed the sum of Six Hundred Thousand Dollars (\$600,000). The agreement and any related documents shall be approved as to form and subject to the final approval of the Director of Law.

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

SECTION 3. This 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 proceed with the maintenance of the City's sewer and storm systems as soon as possible. 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

RESOLUTION NO. -2020 (MS)

---

AMY HIMMELEIN  
Clerk of Council

PASSED:

**2021 AGREEMENT  
FOR  
SANITARY & STORM SEWER MAINTENANCE WITHIN THE  
CITY OF CLEVELAND HEIGHTS, OHIO**

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (hereinafter referred to as “COUNTY”), on behalf of the Cuyahoga County Department of Public Works, and the **City of Cleveland Heights** (hereinafter referred to as “CITY”), a municipal corporation of the State of Ohio, pursuant to the authority of \_\_\_\_\_ No. \_\_\_\_\_ passed by City Council on \_\_\_\_\_, 2020..

**WHEREAS**, the entire territory within the limits of CITY is designated as County Sewer District 17; and

**WHEREAS**, CITY is serviced by sanitary and storm sewer systems; and

**WHEREAS**, CITY owns and operates certain sanitary and storm sewers, catch basins, manholes, culverts and storm water detention and retention basins located in the public right-of-way and in or along easements (hereafter referred to as the “City Sewers”) and any future improvements to the City Sewers or newly-constructed City Sewers may similarly be owned by the CITY; and

**WHEREAS**, CITY desires to retain the COUNTY to perform certain services relative to the City Sewers, as determined from time-to-time, to further advance CITY’s sanitary and storm sewer maintenance program as part of County Sewer District No.17; and

**WHEREAS**, CITY desires the COUNTY to direct bill the CITY for performing said services; and

**NOW THEREFORE**, it is agreed that in consideration of the covenants and agreements contained herein and the conditions enumerated below, CITY and COUNTY agree as follows:

**SECTION I. GENERAL CONDITIONS**

- A. This AGREEMENT shall supersede all other agreements heretofore made between the COUNTY and the CITY relative to the maintenance and repair of the City Sewers.
- B. By entering into this AGREEMENT, CITY agrees on behalf of its respective elected officials, officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. CITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

- C. All COUNTY agreements, including this AGREEMENT, are subject to the Cuyahoga County Code and all applicable laws, resolutions, regulations, rules and policies of the COUNTY, including, but not limited to, Title 4 pertaining to Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>. CITY agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this AGREEMENT for all purposes.
- D. CITY represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.
- E. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the COUNTY and the CITY. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COUNTY and the CITY. CITY recognizes and agrees that no public official or employee of the COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to the COUNTY’S Contracting and Purchasing Procedures.

**SECTION II. STORM AND SANITARY SEWERS**

- A. Scope of Services:
  - (1) Upon written request from the CITY, the COUNTY agrees to provide the following storm and sanitary sewer system services (“Core Services”) to the CITY:
    - a. Mainline storm and sanitary sewer cleaning and televising; and
    - b. Maintenance and repair of mainline storm and sanitary sewers in the public right-of-way or public easements; and
    - c. Maintenance and repair of storm and sanitary sewer lateral service lines in the public right-of-way and public easements. COUNTY shall not be responsible for cleaning storm and sanitary sewer lateral service lines and lateral connections located on private property; and
    - d. Engineering Services; and
    - e. Pump Station Maintenance; and
    - f. Cleaning, maintenance and repair of catch basins and manholes; and
    - g. Construction Inspection; and
    - h. Emergency services such as sewer backups, breaks and other malfunctions of the City Sewers as described in paragraph 4; and
    - i. Inflow & Infiltration inspection.

The parties agree that the CITY may, by written submission, request additional services from the COUNTY in addition to the Core Services. The CITY agrees to pay the actual cost incurred by the COUNTY in providing such additional services.

- (2) Each request for Core Services from the CITY shall include all existing record plans, a map describing the area where the work is to be performed and a detailed scope of services.



- (3) In response to the CITY's request, the COUNTY will perform a field investigation and prepare a cost estimate for the Core Services described in the detailed scope of services submitted by the CITY. The COUNTY will bill the CITY for the actual number of hours expended for performing a cost estimate for each request. If the COUNTY determines that the request for Core Services necessitates additional work than originally estimated, the COUNTY will contact the CITY for further instruction on how to proceed. The COUNTY shall start performing the Core Services requested by the CITY upon receiving written approval from the CITY.
- (4) In addition to the Core Services, the CITY may request Emergency Services from the COUNTY, including, but not limited to, response to sewer backups, sewer breaks and other malfunctions of the City Sewers. In the event the CITY requires the COUNTY to perform Emergency Services, the CITY shall submit to the COUNTY a description of the scope of services for a specific location. COUNTY will make best efforts to respond within two (2) hours of receipt of a written or verbal request for Emergency Service, except in circumstances of extreme weather or other circumstances beyond its control. In any such circumstances that prevent the response by the COUNTY in this time periods, the COUNTY shall advise the the CITY verbally or in writing immediately and provide an alternative time for response.
- (5) The CITY shall be responsible for acquiring and paying for any and all permits, easements and rights of entry necessary for the construction, operation, maintenance and repair of City Sewers requested by the CITY to be performed by the COUNTY.

B. Term:

- (1) The initial term of this AGREEMENT shall begin on January 1, 2021 and expire on December 31, 2021, unless sooner canceled or terminated as permitted in this AGREEMENT.
- (2) The parties may exercise the option to renew this AGREEMENT for an additional term of twelve (12) calendar months thereafter if both parties so agree in writing.

C. Compensation:

- (1) In consideration for providing the Core Services, including performing preliminary field investigations and cost estimates, the CITY shall pay the COUNTY according to the rate structure set forth in the Hourly Rate Schedule, attached hereto and incorporated in this AGREEMENT as Exhibit A. The CITY agrees that the Hourly Rate Schedule applies only to Core Services performed by the employees of the COUNTY. All other Core Services performed by parties other than employees of the COUNTY will be billed for actual costs incurred.
- (2) In consideration for performing Emergency Services, the CITY shall pay the COUNTY on a time and materials/force account basis. In the event the emergency services are performed by parties other than employees of the Sewer Division, the CITY shall pay for actual costs incurred by the COUNTY.

- (3) The COUNTY shall provide detailed invoices to the CITY after completion of Core Services and emergency services, but no more frequently than monthly. The invoices shall provide a detailed explanation of the work completed, the time for completion, the hourly rate, or if a lump sum is agreed to, the agreed price.
- (4) The total amount to be paid by the CITY to the COUNTY for work performed under this AGREEMENT shall not exceed \$600,000.00 unless the CITY agrees in writing to additional compensation. COUNTY shall not provide any services under this agreement that would cause the contract amount for the year 2021 to exceed the maximum amount stated in this paragraph unless the CITY has agreed in writing to pay the additional compensation.
- (5) The CITY shall pay any invoice within thirty (30) days after receipt unless the CITY advises the COUNTY of any discrepancy in the invoice. Once any claimed discrepancy is resolved, the CITY shall pay within 30 days thereafter. No interest, fees, or charges shall be added to any invoice.

D. Termination and Suspension:

- (1) This AGREEMENT may be terminated by either party to the AGREEMENT upon thirty day (30) written notice. Any notice of termination shall be by certified mail, addressed to the person designated for receipt of notices in this AGREEMENT. Upon termination of the AGREEMENT, the CITY shall pay any and all outstanding expenses relating to the Core Services requested and authorized within thirty (30) days of the receipt of an invoice for such services.
- (2) If the CITY determines that there is any imminent risk to public safety or property, the CITY may suspend the work of the COUNTY immediately upon verbal or written notice and shall provide a written explanation of the suspension and steps needed to resume work.

E. Liability and Insurance

- (1) Each party assumes responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury.
- (2) COUNTY shall have self-insurance or an insurance policy sufficient to cover the work of the COUNTY pursuant to this AGREEMENT. The CITY shall be named an additional insured on any policy of insurance and provided a certificate of insurance showing such additional insured status.

F. Independent Contractor

The COUNTY shall be considered an independent contractor, and its employees and the employees of COUNTY shall not be considered employees of the CITY.

G. Notices:

Any notices provided under this AGREEMENT shall be provided to the following, unless a party notifies the other party in writing of a change of contact:

- (1) For the CITY:  
Director of Public Works

40 Severance Circle  
Cleveland Heights, OH 44120

- (2) For the COUNTY:  
Director of Public Works  
Cuyahoga County Department of Public Works  
2079 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115

H. Ownership and Construction of Sewers

- (1) The CITY owns and operates all City Sewers, as defined herein, within its municipal limits.
- (2) The CITY shall be responsible for the construction, extension or expansion of the City Sewers.
- (3) Before the CITY constructs, extends or expands any City Sewers, the plans shall be reviewed and approved by the CITY's Engineer. COUNTY shall review the plans, if requested by the CITY, per the established rate structure. The parties agree that the design for such work will be in accordance with the Uniform Standards for Sewage Improvements dated December 1998 and the County Rules and Regulations dated October 2010, and as such standards, rules and regulations may be hereafter amended.
- (4) Except as otherwise provided herein, any construction, extension or expansion of any sanitary and/or storm sewer main lines, catch basins, catch basin laterals, manholes, culverts and storm water detention and retention basins shall be paid for, permitted, performed, and inspected by the CITY. COUNTY shall inspect new work or construction, if requested by the CITY; COUNTY shall invoice the CITY for the costs of such inspection in accordance with the established rate structure.

**IN WITNESS WHEREOF**, authorized representatives of each party to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
Armond Budish – County Executive

Date: \_\_\_\_\_

The legal form and correctness of the within instrument is approved.

Gregory G. Huth  
Law Director  
Cuyahoga County

By: \_\_\_\_\_  
Anka M. Davis  
Assistant Law Director

Date: \_\_\_\_\_

**CLEVELAND HEIGHTS, OHIO**

By: \_\_\_\_\_  
Susanna Niermann-O'Neil, Acting City Manager

Date: \_\_\_\_\_

The legal form and correctness of the within instrument is approved.

\_\_\_\_\_  
William R. Hanna  
Law Director  
City of Cleveland Heights

Date: \_\_\_\_\_



## EXHIBIT A

### 2021 HOURLY RATE SHEET

	<u>2020 RATE</u>
100 ADMINISTRATIVE	60.00
120 ENGINEERING - GENERAL SANITARY	120.00
124 ENGINEERING - GENERAL STORM	120.00
200 TV INSPECTION - SANITARY SEWERS	300.00
201 TV INSPECTION - STORM SEWERS	300.00
222 JETTING -HOUSE LATERALS	300.00
223 JETTING CATCH BASINS	260.00
225 JETTING - PS/WWTP: TANKS/WELLS	300.00
226 JETTING & VAC SAN	300.00
227 JETTING & VAC STORM	300.00
228 JETTING - OTHER	300.00
300 HOUSE LATERAL MAINTENANCE/LATERAL T.V.	275.00
400 I/I - METERING, SMOKE, DYE, MANHOLE	250.00
404 I/I - OTHER/ OUPS	150.00
406 I/I - METERING MONTHLY RATE - EQUIPMENT	150.00
500 CONSTRUCTION/REPAIR - SANITARY MAIN	390.00
501 CONSTRUCTION/REPAIR - STORM MAIN	390.00
502 CONSTRUCTION/REPAIR/LOCATE - SANITARY LATERAL, M.H, C.B	390.00
503 CONSTRUCTION/REPAIR/LOCATE - STORM LATERAL, M.H., C.B.	390.00
511 CONSTRUCTION/REPAIR - LANDSCAPING	390.00
512 CONSTRUCTION REPAIR - OTHER	390.00
513 CONSTRUCTION REPAIR - PUMPING ACTIVITIES	390.00
514 CONSTRUCTION REPAIR - FORCE MAIN	390.00
700 PS - O&M (1-MAN CREW)	150.00
702 PS - O&M (2-MAN CREW)	220.00
800 WWTP - O&M (1 MAN CREW)	150.00
802 WWTP - O&M (2 MAN CREW)	220.00
900 PERMITS/RECORDS	70.00
901 INSPECTION - GENERAL	70.00
902 INSPECTION - PRIVATE/COMMERCIAL	70.00
903 INSPECTION - HOUSE/V-MEASUREMENTS	70.00
906 INSPECTION - MAIN LINE CONSTRUCTION	70.00
STREET SWEEPING - CITY DISPOSAL	200.00
STREET SWEEPING - COUNTY DISPOSAL	300.00
MATERIAL LUMP SUM - CONSTRUCTION EXTRA ITEMS	COST

Proposed: 11/2/2020

RESOLUTION NO. -2020 (CRR)

By Council Member

A Resolution declaring November 28, 2020, “Small Business Saturday;” and declaring an emergency.

WHEREAS, the City of Cleveland Heights celebrates our local small businesses and the vital contributions they make to our local economy and community; and

WHEREAS, small businesses employ more than Forty-Seven Percent (47%) of the employees in the private sector in the United States; and

WHEREAS, the City of Cleveland Heights supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, the health of Cleveland Heights’ small businesses depends on the support of the community; and

WHEREAS, public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, the Cleveland Heights City Council invites residents and visitors to shop in our business districts on November 28, 2020, in honor of Small Business Saturday.

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

SECTION 1. This Council does hereby proclaim November 28, 2020, as “Small Business Saturday,” and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and through the year.

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 timely recognize Small Business Saturday. Wherefore, provided it received 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. -2020 (CRR)

---

JASON S. STEIN, Mayor  
President of the Council

---

AMY HIMMELEIN  
Clerk of Council

PASSED: