



**PUBLIC NOTICE
CITY OF MAPLE HEIGHTS
CHANGE IN CONDUCTING OF COUNCIL MEETING AND
AGENDA**

In accordance with Sub. H. B. 197, signed into law by Gov. Mike DeWine on March 27, 2020, notice is hereby given of a change in the **Conducting of the October 21, 2020 Regular Meeting of Council for the City of Maple Heights, Ohio**. This Regular Meeting of Council will be conducted by video/teleconference. Council Members, Administrative Staff and the Public may access the meeting by the following methods:

By computer (if have a camera and microphone), tablet or smartphone:

1. Download the Go To Meeting App on your computer, tablet or smartphone:
<https://global.gotomeeting.com/install/165984597>
2. Once installed then download the link below onto your computer, tablet or smart phone to join the Council meeting:
<https://www.gotomeet.me/FrankConsolo>

By telephone:

1. Dial **1-646-749-3112**
2. Enter Access Code **165-984-597**

There will be no Caucus Meeting. Members of the public will only be allowed to speak during the Citizens' Comments portion of the meeting. The video/teleconference meeting will begin at 7:00 p.m.

**Leonette Cicirella Johnson
Clerk of Council
City of Maple Heights**

CITY OF MAPLE HEIGHTS
COUNCIL MEETING AGENDA

Via Teleconference– 7:00 PM

October 21, 2020

1. Caucus: 6:30 pm Suspended
2. Call to Order: Council President Ron Jackson
3. Invocation/Pledge of Allegiance: Councilwoman Dana D. Anderson, District 4
4. Roll Call: Council Clerk Leonette Cicirella
5. Addendum:
6. Approval of Minutes: October 7, 2020 (Regular Meeting of Council)
7. Communications:
8. Council Committee Reports:
9. Department Reports:
10. Citizens' Comments: Per Council Rule 220.01(c)(9)

Comments from City residents will be entertained at Regular Council Meetings only, and shall be limited to three (3) minutes per person during comments on the agenda and comments of a general nature and no person shall be allowed to speak more than once. A person wishing to address Council shall first be recognized by the President of Council, and when recognized, shall come forward, state his or her name and address and state the subject matter which he or she wishes to discuss. Total resident comments shall be limited to 45 minutes for all comments. Under special circumstances, this rule can be extended or modified by a majority of Council present. No profanity or comments of a personal or inflammatory nature will be tolerated under any circumstances. There is a three (3) minute limitation for each speaker. The Presiding Officer shall permit a one (1) minute response from the Mayor or Council Member or Department Director to whom the Citizen's question is directed.

11. Legislation:

2020-90 A RESOLUTION PROCLAIMING OCTOBER 31, 2020 FROM 4:00 P.M. TO 6:00 P.M. AS HALLOWEEN OBSERVANCE IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-91 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE HEALTH SERVICES FOR THE CITY OF MAPLE HEIGHTS FOR THE YEAR 2021 AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-92 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STEP CG TO PROVIDE SERVICES FOR THE STAFFORD PARK SECURITY CAMERA IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-93 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR A POTENTIAL GRANT FOR THE FUNDING OF CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECTS IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-94 AN ORDINANCE AUTHORIZING THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM TO ACCEPT TITLE TO FOUR (4) VACANT PARCELS IN THE CITY OF MAPLE HEIGHTS OWNED BY THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (CCLRC), AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-95 AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM, TO ENTER INTO A CONDITIONAL AGREEMENT OF SALE OF CERTAIN REAL ESTATE WITH PIRHL ACQUISITIONS, LLC TO ALLOW PIRHL TO ATTEMPT TO SECURE OHFA HOUSING TAX CREDITS TO FACILITATE THE NEW CONSTRUCTION OF AN AGE-RESTRICTED, SENIOR LIVING FACILITY IN THE CITY THAT WILL PROVIDE A QUALITY HOUSING OPTION FOR SENIORS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-96 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SPECIALIZED CONSTRUCTION, INC. TO PROVIDE SERVICES FOR THE SCHREIBER ROAD COMPOST FACILITY REHABILITATION PROJECT AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

12. Expenditures over \$3,500.00:
13. Mayor's Report:
14. Council/Council President's Reports:
15. Adjournment:

RESOLUTION NO. 2020-90

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION PROCLAIMING OCTOBER 31, 2020 FROM 4:00 P.M. TO 6:00 P.M. AS HALLOWEEN OBSERVANCE IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor of the City of Maple Heights recommends that Halloween be observed in the City of Maple Heights on October 31, 2020 from 4:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Council of the City of Maple Heights directs that Halloween be observed in the City of Maple Heights on October 31, 2020 from 4:00 p.m. to 6:00 p.m.

Section 2. The Council further directs that the original of this Resolution shall be filed in the Journal of the proceedings of this Council, and that the Clerk of Council shall transmit a certified copy of same to the Chief of Police and the Maple Heights Board of Education.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the health and welfare of our residents, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council

RESOLUTION NO: 2020-91

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH TO PROVIDE HEALTH SERVICES FOR THE CITY OF MAPLE HEIGHTS FOR THE YEAR 2021 AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 3709 requires every municipality in Ohio to provide health services to their residents through either a City Health District or by contract with the County Health District; and

WHEREAS, the Cuyahoga County Board of Health is charging a uniform rate of \$5.45 per capita based on the population of the City of Maple Heights according to the 2010 Census for calendar year 2021 which is the same as the uniform rate charged for calendar year 2020.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is hereby authorized to enter into a contract with the Cuyahoga County Board of Health, a copy of which is attached hereto and incorporated herein by reference, which will provide health services to Maple Heights residents for the year 2021 at a rate of Five Dollars and Forty-Five Cents (\$5.45) per person, with the total cost not to exceed the sum of One Hundred Twenty-Six Thousand One Hundred Two Dollars and No Cents (\$126,102.00).

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution constitutes an emergency measure necessary for the public health and general welfare of the residents of the City and to execute the contract in a timely manner and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council

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

This Agreement is entered into on the **1st day of January, 2021** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Maple Heights**, a political subdivision, with its principal office located at 5353 Lee Road, Maple Heights, Ohio, 44137 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

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

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

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

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

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2020, at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

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

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

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

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2021**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

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

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated April, 2010 is 23,138 residents. The current per capita rate established by the Board is \$5.45 per capita for calendar year 2021. The total amount due based on the per capita rate will be One Hundred Twenty Six Thousand One Hundred Two Dollars (**\$126,102.00**) for calendar year 2021. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of One Hundred Twenty Six Thousand One Hundred Two Dollars (**\$126,102.00**) for calendar year 2021. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Sixty Three Thousand Fifty One Dollars (**\$63,051.00**) from the regular property tax settlement to be made for said City for calendar year 2021.

4. RECORDS.

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

5. REPORTS.

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

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

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

7. INDEPENDENT AGREEMENTOR.

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

8. NOTICES.

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

TO THE BOARD:

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

TO THE CITY:

City of Maple Heights
Attention: Mayor Annette M. Blackwell
5353 Lee Road
Maple Heights, Ohio 44137

And

City of Maple Heights
Attention: Director of Law
5353 Lee Road
Maple Heights, Ohio 44137

9. EFFECT OF ELECTRONIC SIGNATURE

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

10. APPLICABLE LAW AND VENUE

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

11. SEVERABILITY.

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

12. AMENDMENT

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

13. WAIVER.

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

14. FORCE MAJEURE.

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

15. COUNTERPARTS

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

16. ENTIRE AGREEMENT.

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

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

FOR THE BOARD:

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

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Annette M. Blackwell

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Maple Heights** for the calendar years 2021 as set forth below (“Services”).

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

List of Functions, Programs and Services

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

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

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

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

RESOLUTION NO. 2020-92

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STEP CG TO PROVIDE SERVICES FOR THE STAFFORD PARK SECURITY CAMERA IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio had notified the Mayor that One Hundred Thousand Dollars (\$100,000.00) of funds have been allocated to the City of Maple Heights for improvements to senior and youth recreational programs in the State of Ohio capital budget; and

WHEREAS, the City of Maple Heights had been directed by the State of Ohio to coordinate the expenditure of these capital budget funds through the Ohio Department of Natural Resources (ODNR); and

WHEREAS, the Chief of Police had informed the Mayor that the inadequate lighting amenities at Stafford Park and the lack of security cameras have little impact on discouraging and preventing loitering, vandalism, and other criminal behavior which are a direct threat to public safety; and

WHEREAS, on February 19, 2020 Council passed **Ordinance No. 2020-20** which authorized the Mayor and Engineer to take all actions necessary to fully utilize One Hundred Thousand Dollars (\$100,000.00) of state capital funds to implement the LED Lighting Upgrades at Stafford Park, install security cameras, and improve the Stafford Park Pool Sprayground, including advertising and seeking bids from contractors and suppliers, as deemed necessary; and

WHEREAS, the Chief of Police, Service Director and the City Engineer sought five (5) price/technical proposals and received two (2) price/technical proposals for the Stafford Park Security Camera Improvements Project and determined that Step CG has submitted the lowest and best proposal for the work to be performed. Such proposal is in the total amount of Forty-Four Thousand Dollars and Zero Cents (\$44,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is authorized to enter into a contract with Step CG in an amount not to exceed Forty-Four Thousand Dollars and Zero Cents (\$44,000.00) for the Stafford Park Security Camera Improvement Project, as more fully described in the price/technical proposal on file in the Office of the City Engineer.

Section 2. The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and so that this project can be completed in a timely manner, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council



City of Maple Heights
5353 Lee Road
Maple Heights, Ohio 44137

October 19, 2020

Attention: Council

Re: Stafford Park Security Camera Improvements Project
Request for Proposal (RFP) Results and Contract Award Recommendation

Dear Council,

On February 19, 2020 Council passed Ordinance No. 2020-20 which authorized the Mayor and Engineer to take all actions necessary to fully utilize \$100,000.00 of state capital funds administered by the Ohio Department of Natural Resources to implement LED lighting upgrades at Stafford Park, install security cameras, and improve the Stafford Park Pool Sprayground. The amount of funds expended for the LED lighting upgrades at Stafford Park was \$46,942.28 and the funds expended on the Stafford Park Pool Sprayground from this funding source was \$6,011.00.

The Chief of Police, Service Director and the I sought seven Request for Proposals (RFPs) for the Stafford Park Security Camera Improvements Project. The RFPs were in the form of a technical/price proposal request and weighed heavily on the technical aspect of the proposals with the project maximum cost set at \$44,000.00. We received price/technical proposals for the Stafford Park Security Camera Improvements Project from Johnson Controls Inc at \$43,984.00 and Step CG at \$44,000.00.

After carefully reviewing the technical proposals we have determined that Step CG has submitted the lowest and best proposal for the work to be performed. The proposal is in the total amount of Forty Four Thousand Dollars and Zero Cents (\$44,000.00) and I have attached a letter from Chief Hansen outlining the proposal review. I therefore recommend that Council authorize the Mayor to enter into a contract with Step CG for the Stafford Park Security Camera Improvements Project. The total cost of this work will not exceed \$44,000.00 and will be paid for entirely with funds that have been allocated to the City of Maple Heights for improvements to senior and youth recreational programs in the State of Ohio capital budget through the Ohio Department of Natural Resources.

I will be attending the Wednesday October 21, 2020 Council Caucus meeting to discuss the project in greater detail. Please feel free to call or email if you have any questions regarding this project prior to the meeting.

Respectfully,

Edward J. Hren, P.E.
Maple Heights City Engineer

cc: Mayor Annette M. Blackwell
Finance Director Tinita Tillman
Law Director Frank Consolo



THE CITY OF MAPLE HEIGHTS
DEPARTMENT OF POLICE



Annette M. Blackwell
Mayor/Director of Safety

Todd T. Hansen
Chief of Police

To: Ed Hren, City Engineer
From: Todd Hansen, Police Chief
Date: October 19, 2020
Re: Stafford Park RFP contractor selection

There were two companies (out of seven) that submitted proposals to the RFP for the security camera project at Stafford Park. The two companies, Johnson Controls and Step CG were evaluated by me according to the criteria listed in the RFP. The selected criteria were as follows: Technical proposal (Max 40 pts.), Price Proposal, Start Date/ Time of Completion (Max 35 pts.), and Past Performance (Max 25 pts.). After review and short follow-up with each company, I have awarded scores as noted below.

Johnson Controls:

Technical:	30
Price:	in range
Start/ completion:	25
Past Performance:	25
Total:	<u>80</u>

Step CG:

Technical:	35
Price:	in range
Start/ completion:	30
Past Performance:	20
Total:	<u>85</u>

Based on the above scoring, I am recommending Step CG be awarded the contract for the Stafford Park Camera Project. I believe their technology to be more cutting edge and superior for our purposes. The proposals represented both companies well and it was a close selection but I feel Step CG will better suit our purposes at this time.

Respectfully submitted,

Todd Hansen
Maple Heights Police Chief

RESOLUTION NO. 2020-93

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR A POTENTIAL GRANT FOR THE FUNDING OF CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECTS IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Article VIII, Section 2(K) of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to section 164.06 of the Ohio Revised Code, the District One Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission (OPWC) has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Cuyahoga County; and

WHEREAS, the City of Maple Heights has conducted a capital inventory and needs assessment and has determined that it is necessary to submit an application for financial assistance for a capital infrastructure improvement project.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Mayor is hereby authorized to make application to the District One Public Works Integrating Committee and the Ohio Public Works Commission (OPWC) for financial assistance for the following 2021 capital infrastructure improvement projects:

1. Mendota Avenue and Rowena Avenue Water Main Replacement Project
2. Manhole Sewer Separation Project – Phase 2 Northeast Quadrant

Section 2. The Mayor be and is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and further upon the recommendations of the City Engineer, and approved as to form by the City Law Director, in accordance with all authority granted to and limitations upon the City Director of Finance.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, health, safety and general welfare of the residents of the City, and to timely submit the grant application, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council

Resolution No. 2020-93
Page Two

ORDINANCE NO. 2020-94

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AUTHORIZING THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM TO ACCEPT TITLE TO FOUR (4) VACANT PARCELS IN THE CITY OF MAPLE HEIGHTS OWNED BY THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (CCLRC), AND DECLARING AN EMERGENCY.

WHEREAS, the Maple Heights Land Reutilization Program fosters the return of non-productive land to tax revenue generating status or the devotion thereof to public use; and

WHEREAS, the Cuyahoga County Land Reutilization Corporation (CCLRC) seeks to revitalize neighborhoods, promote economic growth and create job and workforce development opportunities, and assists local governments in effective use and re-use of vacant property; and

WHEREAS, the Cuyahoga County Land Reutilization Corporation (CCLRC) owns the following four (4) vacant parcels in the City of Maple Heights, which it desires to transfer to the Maple Heights Land Reutilization Program according to the Conveyance Agreement available in the Office of the Housing Manager:

PPN 782-17-122	5627 SOUTH BLVD
PPN 782-01-006	18209 MCCRACKEN AVE
PPN 782-02-109	5171 CATO ST
PPN 786-01-182	15217 ROCKSIDE RD

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

Section 1. The Mayor is hereby authorized to enter into a Conveyance Agreement with the Cuyahoga County Land Reutilization Corporation (CCLRC), a copy of which is available in the office of the Housing Manager, and the Maple Heights Land Reutilization Program is authorized to accept title to the following four (4) vacant parcels in the City of Maple Heights, and as listed in the Cuyahoga County Records for the Land Bank in the City of Maple Heights:

PPN 782-17-122	5627 SOUTH BLVD
PPN 782-01-006	18209 MCCRACKEN AVE
PPN 782-02-109	5171 CATO ST
PPN 786-01-182	15217 ROCKSIDE RD

Section 2. The Director of Finance is authorized and directed, upon passage of this Ordinance, to send certified copies of this Ordinance to the County Auditor and the County Fiscal Officer requesting that the above-listed four (4) parcels in the City of Maple Heights, identified

by their respective permanent parcel numbers, and as listed in the Cuyahoga County Records, be exempted from taxation for these City owned properties.

Section 3. According to Article XVI, Section 3 of the Maple Heights Charter, Council hereby waives the requirement that the Council submit this acquisition of land to the Planning & Zoning Commission for their report and recommendation.

Section 4. The Clerk of Council shall enter this transaction into Table “E” of the Special Ordinances entitled, “Acquisition and Disposal of Real Property” at the next codification of the Codified Ordinances of the City of Maple Heights.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance constitutes an emergency measure necessary to expedite the acquisition and tax exemption of the properties and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2020-95

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM, TO ENTER INTO A CONDITIONAL AGREEMENT OF SALE OF CERTAIN REAL ESTATE WITH PIRHL ACQUISITIONS, LLC TO ALLOW PIRHL TO ATTEMPT TO SECURE OHFA HOUSING TAX CREDITS TO FACILITATE THE NEW CONSTRUCTION OF AN AGE-RESTRICTED, SENIOR LIVING FACILITY IN THE CITY THAT WILL PROVIDE A QUALITY HOUSING OPTION FOR SENIORS, AND DECLARING AN EMERGENCY.

WHEREAS, PIRHL Acquisitions, LLC (“PIRHL”) proposed to the Mayor and Economic Development Director that it desires to develop and construct in the City a fifty (50) unit senior living facility, including a forty-four (44) unit three story building and six (6) one-unit cottages, that will provide a quality housing option for seniors age 55 or older; and

WHEREAS, PIRHL desires to purchase up to thirty-nine (39) separate but adjoining parcels of real property, improvements, appurtenances and the personal and intangible property connected thereto, consisting of approximately 6.89 acres, as further described in Exhibit A, attached hereto and incorporated as if fully rewritten herein, located along the paper streets of Edinboro, Jackson and Hazelwood (hereinafter referred to as the “Hazelwood Court Parcels”) in Maple Heights, to develop and construct the proposed age restricted senior living facility; and

WHEREAS, the Hazelwood Court Parcels are owned by the City through its Land Reutilization Program and the Mayor desires to sell the Hazelwood Court Parcels pursuant to R.C. 5722.07 at a fair market value of \$470,900.00, as set forth on Exhibit A, less the amount of Public Improvement Costs, currently estimated to be \$201,605.00; and

WHEREAS, pursuant to R.C. 5722.07, the fair market value of the Hazelwood Court Parcels takes into account the County Fiscal Officer’s valuation of each parcel plus the fact that the City is placing a restrictive use covenant for affordable housing as a deed restriction on the Hazelwood Court Parcels, plus the costs of public improvements; and

WHEREAS, PIRHL desires to enter into an Agreement of Sale (attached hereto as Exhibit B and incorporated as if fully rewritten herein) to purchase the Hazelwood Court Parcels, with a contingency period to allow PIRHL to submit an application to the Ohio Housing Finance Agency (OHFA) for an allocation of Housing Tax Credits so that it may attempt to secure the financing necessary to facilitate the new construction of an age-restricted, senior community, and to study the feasibility of the development project; and

WHEREAS, PIRHL intends to apply for OHFA Housing Tax Credits as part of its attempt to secure financing for the development, which application is due on or about February 15, 2021, and as

part of the application PIRHL must show that it has site control over the Hazelwood Court Parcels, which can be accomplished through the Agreement of Sale.

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

Section 1. The Mayor is hereby authorized to enter into an Agreement of Sale with PIRHL to purchase the Hazelwood Court Parcels to develop a senior living facility on the Hazelwood Court Parcels, which Agreement of Sale is attached hereto as Exhibit B and incorporated as if fully rewritten herein.

Section 2. Pursuant to R.C. 5722.07 the fair market value of the Hazelwood Court Parcels is \$470,900, less the amount of Public Improvement Costs, currently estimated to be \$201,605.00 and the fair market value of the Hazelwood Court Parcels takes into account the County Fiscal Officer's valuation of each parcel, plus the fact that the City is placing a restrictive use covenant for affordable housing as a deed restriction on the Hazelwood Court Parcels, plus the costs of public improvements.

Section 3. Pursuant to R.C. 5722.08 all of the proceeds from the sale of the Hazelwood Court Parcels shall be used to maintain the remaining parcels of real property held by the City in its Land Reutilization program.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason to immediately allow PIRHL to begin preparations for and to apply by February 2021 for OHFA Housing Tax Credits and to continue investigating the feasibility of developing the site, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council

EXHIBIT A

REAL PROPERTY

Tax Parcel Number	Assessor's Value
781-19-030	\$12,600
781-19-031	\$12,500
781-19-032	\$12,900
781-19-034	\$12,900
781-19-035	\$12,900
781-19-036	\$12,900
781-19-037	\$12,900
781-19-038	\$12,900
781-19-039	\$12,900
781-19-068	\$1,500
781-19-040	\$13,700
781-19-041	\$12,300
781-19-042	\$12,200
781-19-043	\$12,900
781-19-044	\$13,000
781-19-045	\$13,100
781-19-046	\$10,300
781-17-001	\$16,300
781-17-002	\$16,200
781-17-003	\$13,000
781-17-004	\$13,000
781-17-005	\$100
781-17-006	\$13,800
781-19-047	\$14,200
781-19-067	\$14,200
781-19-066	\$15,000
781-19-065	\$13,600
781-19-064	\$12,900
781-19-063	\$12,900
781-19-062	\$12,900
781-19-061	\$1,500
781-19-060	\$13,700
781-19-059	\$12,900
781-19-058	\$12,900
781-19-057	\$12,900
781-19-056	\$12,900
781-19-055	\$12,900
781-19-054	\$5,800
781-19-048	\$12,900

RESOLUTION NO.: 2020-96

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SPECIALIZED CONSTRUCTION INC. TO PROVIDE SERVICES FOR THE SCHREIBER ROAD COMPOST FACILITY REHABILITATION PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the Maple Heights Service Director had informed the Mayor and the City Engineer that municipal leaf collection and composting can be provided most cost effectively by utilizing Service Department personnel to collect leaves and composting them at the municipally-owned property located at 14580 Schreiber; and

WHEREAS, the City of Maple Heights is currently operating under the Ohio EPA's National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Coverage (Small MS4 General Permit) which gives authorization to discharge to the surface waters of Ohio; and

WHEREAS, the Ohio EPA's (NPDES) Storm Water General Permit for a Small MS4 (Municipal Separate Storm Water System) requires the City of Maple Heights to provide effective storm water management by using a holistic system management approach known as Best Management Practices (BMPs); and

WHEREAS, the Ohio EPA's BMPs encourage Pollution Prevention and Good Housekeeping at all municipal facilities including, but not limited to roadways, maintenance areas, storage yards, waste transfer stations and composting facilities; and

WHEREAS, leaves that accumulate on tree lawns and in roadway gutters can cause blockages in catch basins and storm sewers and also release pollutants into MS4s that ultimately discharge to the surface waters of Ohio; and

WHEREAS, the Northeast Ohio Regional Sewer District (NEORS) provides funding to Member Communities, including the City of Maple Heights, for community specific storm water management projects under the Community Cost-Share Program; and

WHEREAS, the City Engineer and the Service Director have been informed by the NEORS that the procurement of leaf collection equipment and the rehabilitation of the existing municipal composting facility would effectively serve as a Pollution Prevention and Good Housekeeping BMP and thus qualify as a storm water management project eligible for Community Cost-Share Program funds; and

WHEREAS, the City Engineer and the Service Director were successful in their application to the NEORS D for the disbursement of Community Cost-Share Program funds associated with the procurement of leaf collection equipment and the rehabilitation of the existing municipal composting facility at 14580 Schreiber Road in the amount of Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00) for such activities; and

WHEREAS, on September 2, 2020, by **Resolution No. 2020-79**, Council authorized the Mayor to execute a Community Cost-Share Agreement and any other documents with the NEORS D as required for the disbursement of Community Cost-Share Program funds in the total amount of Eighty-Seven Thousand Five Hundred Dollars and No Cents (\$87,500.00) to procure leaf collection equipment and for the City Engineer to prepare plans, secure permits, and seek proposals for the rehabilitation of the composting facility located at 14580 Schreiber Road; and

WHEREAS, the City Engineer sought five (5) price proposals and received Four (4) price proposals for the Schreiber Road Compost Facility Rehabilitation Project and determined that Specialized Construction, Inc. has submitted the lowest and best proposal, which proposal is in the total amount of Twenty-Three Thousand Nine Hundred Dollars and Zero Cents (\$23,900.00).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

Section 1. The Mayor is authorized to enter into a contract with Specialized Construction, Inc. in an amount not to exceed Twenty-Three Thousand Nine Hundred Dollars and No Cents (\$23,900.00) to provide services for the Schreiber Road Compost Facility Rehabilitation Project, as more fully described in the price proposal on file in the Office of the City Engineer.

Section 2. The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution:

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the health and general welfare of the residents of the City, and to begin the project in a timely manner so that the facility may be used this fall for leaf composting, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

Ron Jackson, Council President

Annette M. Blackwell, Mayor

Approved as to legal form:

Frank Consolo, Director of Law

ATTEST: _____
Leonette Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

Date: _____

Leonette Cicirella Johnson, Clerk of Council



Date Created: 10/19/2020

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 1,200





City of Maple Heights Council
5353 Lee Road
Maple Heights, Ohio 44137

October 19, 2020

Re: Schreiber Road Compost Facility Rehabilitation Project
Request for Proposal (RFP) Results and Contract Award Recommendation

Dear Council,

On September 2, 2020, by Resolution 2020-79, Council authorized the Mayor to execute a Community Cost-Share agreement with the Northeast Ohio Regional Sewer District (NEORS) as required for the disbursement of Community Cost-Share Program funds in the total amount of Eighty Seven Thousand Five Hundred Dollars (\$87,500.00) to procure leaf collection equipment and for my office to prepare plans, secure permits, and seek proposals for the rehabilitation of the composting facility located at 14580 Schreiber Road.

The procurement of the leaf vac equipment was in the amount of \$57,000 and my office recently completed plans and initiated the registration of the facility with the Ohio EPA. The proposed work required to rehab the composting facility at 14580 Schreiber Road includes the asphalt overlay of the existing drive serving the facility and supplementing the existing gravel drive with stabilized crushed aggregate. Diversion swales will be installed at the perimeter of the proposed composting area and a leachate management structure will be constructed.

In order to expedite the construction required to rehab the facility I solicited five (5) Requests for Price Proposals (RFPs) for the Schreiber Road Compost Facility Rehabilitation Project. Four (4) Price Proposals were received before the established 12:00 noon Monday October 19, 2020 deadline. The project Price Proposals that were returned ranged from a high price proposal of \$74,500.00 to a low price proposal of \$23,900.00.

I recommend that Council authorize the Mayor to enter into a contract with Specialized Construction Inc. for the Schreiber Road Compost Facility Rehabilitation Project. The total cost of this work will not exceed \$23,900.00 and Specialized can begin construction as early as 10-21-20. The work will be paid for entirely with funds that have been allocated under the Community Cost-Share Program and I would respectfully request that the work be authorized under emergency legislation so that the facility can be reopened as soon as possible..

I will be attending the Wednesday October 21, 2019 Council Caucus meeting to discuss the project in greater detail. Please feel free to call or email if you have any questions regarding this project prior to the meeting.

Respectfully,

Edward J. Hren, P.E.
Maple Heights City Engineer

cc: Mayor Annette M. Blackwell
Finance Director Tinita Tillman
Law Director Frank Consolo

TO: CITY OF MAPLE HEIGHTS

PRICE PROPOSAL FOR

Schreiber Road Compost Facility Rehabilitation

JOB # 20310
10/16/2020

Item	Description	Unit	Qty	MATERIAL		LABOR		TOTAL	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	ASPHALT HAND PATCH	Tons	10			200	2000		2000
2	3" ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	Tons	70			125	8750		8750
3	4" ODOT 411 STABILIZED CRUSHED AGGREGATE	Tons	110			40	4400		4400
4	DIVERSION CHANNELS	LUMP	LUMP			5000	5000		5000
5	LEACHATE MANAGEMENT STRUCTURE	Each	1			2000	2250		2250
6	PROJECT CONTINGENCY	LUMP	1	N/A	N/A	\$1,500.00	\$1,500.00		\$1,500.00
				TOTAL PROJECT COST=		23,900			
				Proposed Start Date:		10-21-2020			
				SUBSTANTIAL COMPLETION DATE:		10 Days			

NOTES

Note 1: PREVAILING WAGE REQUIREMENTS: Bidders must comply with the prevailing wage rates on Public Improvements in Cuyahoga County and the City of Maple Heights, Ohio, as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

Note 2: Project Contract and documents listed below to be provided/completed prior to contract signing by City

- a.) Personal Property Tax Statement
- b.) Contractor's Non-Collusion Affidavit
- c.) Certification Regarding Findings for Recovery

PRICE PROPOSAL SHALL INCLUDE ALL WORK SPECIFIED WITHIN DETAILED SPECIFICATION AND ITEMS BELOW:

- 1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
- 2. ENTRY INTO CONTRACT AGREEMENT WITH CITY OF MAPLE HEIGHTS

CONTRACTOR: Specialized Construction
 SIGNATURE: John K. Gable
 TITLE: Treasurer

DATE: 10-19-2020

EARLIEST STARTING DATE: 10-21-2020
COMPLETION DATE: 10 Days

E-MAIL PROPOSAL AND PRICE QUOTES TO CITY ENGINEER BY MONDAY OCTOBER 19, 2020 at 12:00 NOON
E-MAIL ADDRESSES: hren@cvelimited.com

TO: CITY OF MAPLE HEIGHTS

PRICE PROPOSAL FOR

Schreiber Road Compost Facility Rehabilitation

JOB # 20310
10/16/2020

Item	Description	Unit	Qty	MATERIAL		LABOR		TOTAL	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	ASPHALT HAND PATCH	Tons	10	120	1,200	100	1,000	220	2,200
2	3" ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	Tons	70	95	6,650	15	1,050	80	7,700
3	4" ODOT 411 STABILIZED CRUSHED AGGREGATE	Tons	110	75	8,250	15	1,650	90	9,900
4	DIVERSION CHANNELS	LUMP		1500	1,500	3000	3,000	4500	4,500
5	LEACHATE MANAGEMENT STRUCTURE	Each	1	2200	2,200	2000	2,000	4200	4,200
6	PROJECT CONTINGENCY	LUMP	1	N/A	N/A	N/A	1,500.00	1,500.00	1,500.00
				TOTAL PROJECT COST=				\$29,450	
				Proposed Start Date:		11-9-2020			
				SUBSTANTIAL COMPLETION DATE:		11-25-2020			

NOTES

Note 1: PREVAILING WAGE REQUIREMENTS: Bidders must comply with the prevailing wage rates on Public Improvements in Cuyahoga County and the City of Maple Heights, Ohio, as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

Note 2: Project Contract and documents listed below to be provided/completd prior to contract signing by City

- a.) Personal Property Tax Statement
- b.) Contractor's Non-Collusion Affidavit
- c.) Certification Regarding Findings for Recovery

PRICE PROPOSAL SHALL INCLUDE ALL WORK SPECIFIED WITHIN DETAILED SPECIFICATION AND ITEMS BELOW:

1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
2. ENTRY INTO CONTRACT AGREEMENT WITH CITY OF MAPLE HEIGHTS

CONTRACTOR: THE WALLGRO CO.
SIGNATURE: [Signature]
TITLE: President

DATE: 10/19/20
EARLIEST STARTING DATE: 10-27-2020
COMPLETION DATE: 11-25-2020

E-MAIL PROPOSAL AND PRICE QUOTES TO CITY ENGINEER BY **MONDAY OCTOBER 19, 2020 at 12:00 NOON**
E-MAIL ADDRESSES: hren@cvelimited.com

TO: CITY OF MAPLE HEIGHTS

PRICE PROPOSAL FOR
Schreiber Road Compost Facility Rehabilitation

JOB # 20310
10/16/2020

Item	Description	Unit	Qty	MATERIAL Unit Price	LABOR Unit Price	TOTAL Unit Price	Total Price
1	ASPHALT HAND PATCH	Tons	10			212.00	2,120.00
2	3" ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	Tons	70			180.00	12,600.00
3	4" ODOT 411 STABILIZED CRUSHED AGGREGATE	Tons	110			79.00	8,690.00
4	DIVERSION CHANNELS	LUMP				2675.00	2,675.00
5	LEACHATE MANAGEMENT STRUCTURE	Each	1			1400.00	1,400.00
6	PROJECT CONTINGENCY	LUMP	1	N/A	N/A	\$1,500.00	\$1,500.00
				TOTAL PROJECT COST=			34,985.00
				Proposed Start Date:			10/26/2020
				SUBSTANTIAL COMPLETION DATE:			11/18/2020

NOTES

Note 1: PREVAILING WAGE REQUIREMENTS: Bidders must comply with the prevailing wage rates on Public Improvements in Cuyahoga County and the City of Maple Heights, Ohio, as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

Note 2: Project Contract and documents listed below to be provided/completed prior to contract signing by City
a.) Personal Property Tax Statement
b.) Contractor's Non-Collusion Affidavit
c.) Certification Regarding Findings for Recovery

PRICE PROPOSAL SHALL INCLUDE ALL WORK SPECIFIED WITHIN DETAILED SPECIFICATION AND ITEMS BELOW:

1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
2. ENTRY INTO CONTRACT AGREEMENT WITH CITY OF MAPLE HEIGHTS

CONTRACTOR: Crossroads Asphalt

SIGNATURE: 

TITLE: V. Presicent

DATE: 10/19/2020

EARLIEST STARTING DATE: 10/26/2020

COMPLETION DATE: 11/18/2020

E-MAIL PROPOSAL AND PRICE QUOTES TO CITY ENGINEER BY MONDAY OCTOBER 19, 2020 at 12:00 NOON
E-MAIL ADDRESSES: hren@cvelimited.com

Schreiber Road Compost Facility Rehabilitation

JOB # 20310
10/16/2020

Item	Description	Unit	Qty	MATERIAL		LABOR		TOTAL	
				Unit Price	Total Price	Unit Price	Total Price		
1	ASPHALT HAND PATCH	Tons	10	155	2,050	50	205	2,050	2,050
2	3" ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	Tons	70	155	14,350	50	205	14,350	14,350
3	4" ODOT 411 STABILIZED CRUSHED AGGREGATE	Tons	110	50	6,600	10	60	6,600	6,600
4	DIVERSION CHANNELS	LUMP	LUMP	2,500	20,000	17,500	20,000	20,000	20,000
5	LEACHATE MANAGEMENT STRUCTURE	Each	1	5,000	30,000	25,000	30,000	30,000	30,000
6	PROJECT CONTINGENCY	LUMP	1	N/A	\$1,500.00	N/A	\$1,500.00	\$1,500.00	\$1,500.00
				TOTAL PROJECT COST=				74,500.00	
Proposed Start Date: 11-02-20									
SUBSTANTIAL COMPLETION DATE: 11-13-20									

NOTES

Note 1: PREVAILING WAGE REQUIREMENTS: Bidders must comply with the prevailing wage rates on Public Improvements in Cuyahoga County and the City of Maple Heights, Ohio, as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

Note 2: Project Contract and documents listed below to be provided/completed prior to contract signing by City

- a.) Personal Property Tax Statement
- b.) Contractor's Non-Collusion Affidavit
- c.) Certification Regarding Findings for Recovery

PRICE PROPOSAL SHALL INCLUDE ALL WORK SPECIFIED WITHIN DETAILED SPECIFICATION AND ITEMS BELOW:

1. CONTRACTOR REGISTRATION WITH THE MAPLE HEIGHTS BUILDING DEPARTMENT
2. ENTRY INTO CONTRACT AGREEMENT WITH CITY OF MAPLE HEIGHTS

CONTRACTOR: CHAGRIN VALLEY PAVING, INC.

SIGNATURE: *K.C. Vakuda*

TITLE: Estimator

DATE: 10-19-20

EARLIEST STARTING DATE: 11-2-20

COMPLETION DATE: 11-13-20

E-MAIL PROPOSAL AND PRICE QUOTES TO CITY ENGINEER BY **MONDAY OCTOBER 19, 2020 at 12:00 NOON**

E-MAIL ADDRESSES: hren@cvelimited.com

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between **PIRHL ACQUISITIONS, LLC**, an Ohio limited liability company, or its nominee (“**Buyer**”), and **CITY OF MAPLE HEIGHTS LAND REUTILIZATION PROGRAM** (“**Seller**”).

RECITALS

WHEREAS, Seller is owner of the Property (as hereinafter defined) and Seller desires and hereby agrees to sell, and Buyer desires and hereby agrees to acquire, all of Seller’s right, title and interest in the Property subject to and on the terms and conditions herein.

NOW, THEREFORE, in consideration of the preceding recitals, the sum of Ten Dollars (\$10.00) and the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. **Acquisition of the Property.** Seller hereby agrees to sell, assign, transfer and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, those certain parcels of land, together with all buildings and structures presently located on the land described below; all apparatus, equipment and appliances used in connection with the operation or occupancy of the land, such as heating and air conditioning systems and facilities used to provide any utility services, refrigeration, ventilation, garbage disposal, recreation or other services; and all rights pertaining to the land described below, including but not limited all mineral, air and water rights; fixtures and personal property currently located thereon; all access easements, easements, rights of way, drive aisles, curb cuts and signage rights, and other rights appurtenant to or benefiting the land described below; and all service contracts, warranties (including construction and fabrication, if any), trade names, contract rights, development rights and approvals, leases, plans, agreements, easements, engineering reports, accounting records and related intangible properties in the City of Maple Heights, County of Cuyahoga, State of Ohio, consisting of approximately 6.89 acres, as further described on Exhibit A attached hereto (the “**Real Property**”). The Real Property, together with all rights and interests pertaining to the Real Property set forth in this Paragraph 1, shall be known as the “**Property**”. Notwithstanding the foregoing, upon written notice to Seller not less than five (5) days prior to the Closing Date, Buyer shall be permitted to terminate this Agreement with respect to one or more individual parcels shown on Exhibit A (each, a “**Terminated Parcel**”), such that the “Real Property” thereafter shall include only those parcels for which this Agreement was not terminated (the “**Closing Parcels**”), and upon delivery of any such notice this Agreement shall terminate and be of no further force or effect with respect to the Terminated Parcels only but otherwise remain in full force and effect with respect to the Closing Parcels.

2. **Purchase Price and Time of Payment.** The purchase price (the “**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be equal to the aggregate of the purchase price allocations of the Closing Parcels as described on Exhibit A, less the amount of the Public Improvement Costs as described in Paragraph 6(d). The Purchase Price shall be paid by Buyer to Seller in the following manner:

- (i) On or before five (5) business days after the Effective Date, Five Thousand and no/100 Dollars (\$5,000.00) U.S., in cash, by check, or by federal wire transfer of funds (the “**Initial Deposit**”) shall be deposited by Buyer with Land Services USA, Inc., 1835 Market Street, Suite 420, Philadelphia, PA 19103 (the “**Escrow Agent**”). Should Buyer elect to proceed beyond the Feasibility Date (as defined below), the Initial Deposit shall be deemed non-refundable to Buyer except as otherwise provided herein and upon expiration of the Feasibility Date, Buyer shall direct the Escrow Agent to disburse the Initial Deposit to Seller. The Initial Deposit shall be applicable to the Purchase Price.
- (ii) Buyer intends to prepare and submit an application (an “**Application**”) to the Ohio Housing Finance Agency (“**OHFA**”) for an allocation of Low Income Housing Tax Credits and other financing for the Property in an amount applied for by Buyer, or as otherwise acceptable to Buyer (the “**OHFA Award**”). Utilization of the OHFA Award for the Project will require recordation against the Property of a restrictive use covenant for affordable housing. For the purposes of this Agreement, the period commencing on the Effective Date through the later of (A) June 3, 2021, or (B) the date that is fourteen (14) days after Buyer’s receipt of notice of the OHFA Award in 2021 with release of any contingencies with respect thereto shall mean the “**Contingency Period**.”
- (iii) Provided that Buyer has not terminated this Agreement as permitted herein, upon expiration of the Contingency Period, Buyer shall deposit Thirty Thousand and no/100 Dollars (\$30,000.00) (the “**Second Deposit**”) with the Escrow Agent. The Second Deposit shall be deemed non-refundable to Buyer except as otherwise provided herein. The Second Deposit shall be applicable to the Purchase Price.
- (iv) The balance of the Purchase Price, as adjusted pursuant to Paragraph 6 of this Agreement, shall be paid to Seller at Closing by immediately available federal U.S. funds.
- (v) All deposits provided by Buyer pursuant to this Agreement, plus all accrued interest thereon, are hereinafter collectively known as the “**Deposits**.” All Deposits held by the Escrow Agent shall be held in a federally insured interest bearing account and shall be applied to the Purchase Price at the time of Closing.
- (vi) The Escrow Agent shall place the Deposits it receives in an interest-bearing federally insured escrow account in a bank or other financial institution acceptable to Buyer. In the event that Buyer has the right to terminate this Agreement as provided herein, then Buyer and Seller agree that upon the Escrow Agent and Seller receiving written notice of such

termination from Buyer, the Escrow Agent and Seller (as applicable) shall be irrevocably committed to, and the Escrow Agent and Seller shall, immediately return the Deposits it holds to Buyer, notwithstanding any contrary instructions by Seller to the Escrow Agent (or the absence of any instructions by Seller).

- (vii) The Escrow Agent shall not be required to deposit the Deposits in an interest-bearing account until receipt of a fully-executed and completed IRS Form W-9 signed by the party to whom the interest shall be paid and reflecting that party's taxpayer identification number thereon. It is understood and agreed that the Escrow Agent is an escrow holder only, is merely responsible for the safekeeping of the Deposits and shall not be required to determine questions of fact or law. The Escrow Agent is acting as a stakeholder only with respect to the Deposits. Seller and Buyer agree that the duties of the Escrow Agent in its capacity as escrow agent under this Agreement are ministerial in nature and that the Escrow Agent shall incur no liability under this Agreement except for its willful misconduct or gross negligence.

3. Status of Title to Property.

(a) State of Title. At Closing, Seller shall convey to Buyer the entire fee simple estate in and to the Property by a recordable limited warranty deed, subject only to: (i) those covenants, conditions and restrictions of record and other matters which are reviewed and approved or deemed approved by Buyer pursuant to Paragraph 3(c) below, and (ii) the lien of general real estate taxes not yet due or payable (the above enumerated exceptions being hereinafter collectively referred to as the "**Permitted Exceptions**").

(b) Preliminary Evidence of Title. As specified below, Buyer shall obtain the following documents to evidence the condition of Seller's title to the Property:

(i) After the Effective Date, Buyer shall obtain and deliver to Seller a commitment (the "**Title Commitment**") for an ALTA 2006 Owner's Title Insurance Policy (the "**Title Policy**") proposing to insure Buyer and committing to insure title to the Property in the amount of the Purchase Price, issued by the Escrow Agent or such other title agent selected by Buyer (the "**Title Agent**"), together with legible copies (if available) of all documents of record referred to in the Title Commitment. The Title Commitment shall evidence that fee simple title to the Property is vested in Seller.

(ii) Prior to the date of Closing, at Buyer's expense, Buyer shall have the right to obtain written results of searches (collectively, the "**Lien Searches**") conducted in the records of the county recorder of the county in which the Property is located and the Secretary of State of the State of Ohio for Uniform Commercial Code financing statements, liens, tax liens, judgments and the like in the name of Seller, the Property and any other name or location requested by Buyer, together with legible copies (if available) of all documents disclosed by the Lien Searches.

(iii) Prior to the date of Closing, Buyer shall have the right to obtain, at Buyer's expense, a current plat of survey (the "**Survey**") of the Property dated after the Effective Date, certified to Buyer and the Title Agent (and such other persons or entities as Buyer may designate) by a surveyor registered in the State of Ohio.

(c) Title Defects. Buyer shall, prior to the Feasibility Date (as hereinafter defined), notify Seller in writing (the "**Defect Notice**") of those particular liens, encumbrances, exceptions, qualifications, or defects listed in the Title Commitment or Survey which are not acceptable to Buyer (any such liens, encumbrances, exceptions, qualifications, or defects are collectively, the "**Unpermitted Exceptions**"). If Buyer fails to provide Seller with notice of the existence of any Unpermitted Exceptions on or before the Feasibility Date, then, for all purposes, Buyer shall be deemed to have accepted title in the condition described in the Title Commitment and Survey, and any and all title encumbrances, exceptions, or other matters, which are set forth in the Title Commitment or Survey, and to which Buyer does not object during such period, shall be deemed "Permitted Exceptions" hereunder. With regard to Unpermitted Exceptions in the Title Commitment or the Survey (or any revision or update of any of them) about which Buyer does object in writing during the period from the Effective Date to the Feasibility Date, Seller shall have ten (10) business days after receipt of Buyer's Defect Notice to deliver written notice to Buyer that Seller has elected to either (i) cure such Unpermitted Exceptions or (ii) not to cure such Unpermitted Exceptions (the failure to so notify Buyer within such ten (10) business days being deemed an election not to cure such Unpermitted Exceptions). If Seller elects not to cure any or all of such Unpermitted Exceptions, or does not deliver written notice to Buyer of Seller's election within the foregoing ten (10) business day period, Buyer may, at its option, within ten (10) business days thereafter, either (A) terminate this Agreement upon written notice to Seller and immediately receive from the Escrow Agent the Deposits, in which event this Agreement, without further action of the parties, shall become null and void and no party shall have any further rights or obligations under this Agreement, except those rights expressly stated to survive termination, or (B) waive the existence of the uncured Unpermitted Exceptions and elect to accept title to the Property as it then is (subject to cure of any other Unpermitted Exceptions that Seller has expressly committed to cure pursuant to this Paragraph 3(c)), at which time the Unpermitted Exceptions shall be deemed Permitted Exceptions. If Buyer fails to make either such election by such time, Buyer shall be deemed to have elected option (B) above. Seller's failure to cure any Unpermitted Exceptions that Seller has elected to cure pursuant to this Paragraph 3(c) shall be an immediate event of default under this Agreement.

(d) Updates. Following the Feasibility Date, Buyer may, within ten (10) business days after receipt of any updates to the Title Commitment or Survey, notify Seller in writing of any new title objections to any update to the Title Commitment or Survey referencing exceptions to title that first appear of record after the effective date of the initial Title Commitment (the "**Additional Title Objections**"). With respect to any Additional Title Objections, Seller shall have the same option to cure and Buyer shall have the same option to accept title subject to such matters or to terminate this Agreement as would apply to any title or survey objections made by Buyer pursuant to Paragraph 3(c) above; provided, however, that any liens, security interests, covenants, conditions, restrictions, rights-of-way, easements or encumbrances of any kind or character whatsoever entered into by Seller or filed against the

Property or otherwise affecting the Property after the effective date of the Title Commitment shall be deemed an Unpermitted Exception. Seller's failure to cure any such Unpermitted Exception shall be an immediate event of default under this Agreement.

4. **Conditions Precedent.**

(a) Buyer's obligation to close on its acquisition of the Property shall be conditioned upon:

- (i) Buyer receiving final and un-appealable zoning changes, permits, approvals, licenses, consents, utility verifications, variances, special exceptions and plan approvals, including without limitation a final subdivision approval, demolition permit and a building permit (collectively, the "**Approvals**") on terms and conditions acceptable to Buyer from all governmental, quasi-governmental and utility authorities for the use, development and construction of Buyer's intended use of the Property as an affordable multifamily housing development (the "**Project**"), and Seller shall to extent necessary cooperate with Buyer in obtaining any such Approvals and executing applications for such Approvals and plats and other documents required in connection with such Approvals;
- (ii) Buyer receiving the OHFA Award and other financing in an amount applied for by Buyer, or as otherwise acceptable to Buyer;
- (iii) Buyer having obtained environmental report(s) which indicates that no hazardous substances or hazardous wastes are present in, on or about the Property or if such substances are present do not interfere with the development of the Project;
- (iv) Buyer having secured such access and utility easements over adjacent lands as reasonably necessary for the development and operation of the Project;
- (v) Buyer having not previously terminated this Agreement under the provisions herein allowing Buyer to do so; and
- (vi) Buyer's obligation to close on its acquisition of the Property also shall be conditioned upon no building moratorium, adequate facilities ordinance, or similar policy, rule, or regulation ("**Building Constraint**") existing that would delay or prohibit Buyer from obtaining the Approvals or constructing improvements on the Property. If a Building Constraint occurs prior to the Closing Date, the Closing Date and any other critical dates specified in this Agreement shall be extended day for day until such Building Constraint has terminated (including any applicable appeal period), but in any event no longer than one (1) year from the commencement of such Building Constraint. If Buyer at any time reasonably determines that the Building Constraint will delay the Project for too long or will cost too much to challenge, then Buyer can terminate this Agreement by providing written notice thereof to Seller, and the rights and liabilities of the parties hereto shall cease and terminate except for those which specifically survive such termination.

(b) If any of the foregoing conditions precedent in Paragraph 4(a) are not satisfied on or before the expiration of the Contingency Period, Buyer may (i) terminate this Agreement at any time, whereupon the Deposits, to the extent made, shall be returned to Buyer, and the parties shall each be released of all further rights and obligations hereunder (except those which survive such termination); or (ii) waive such condition, in whole or in part, which waiver shall automatically occur if Closing occurs.

5. **Due Diligence Materials; Closing Documents.** Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of the following materials to the extent they are in Seller's possession or reasonably available to Seller or Seller's counsel: (i) any surveys, site plans, engineering drawings, and subdivision plans of the Real Property and copies of any title insurance commitments and policies relating to the Real Property; (ii) copies of all environmental and geotechnical reports pertaining to the Property, including without limitation, copies of any governmental notices, notices from consultants or contractors concerning environmental issues and any remediation thereof, and the results of any environmental testing, monitoring and remediation; and (iii) copies of the water, sewer and real estate tax bills for the current and preceding calendar year and copies of any permits, approvals, certificates and agreements with any governmental authorities, utility companies and third parties relating to the Property. In addition, Seller agrees to cooperate with Buyer and provide Buyer with such reasonable documentation as it may request from time to time.

At the time and place of Closing, Seller shall deliver to Buyer the following: (i) a limited warranty deed ("**Deed**") executed by Seller conveying to Buyer good, marketable and insurable fee simple title at regular rates to the Real Property; (ii) an affidavit executed by Seller certifying that it is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended and any similar state and local affidavit required; (iii) a title affidavit and such other affidavits and indemnities required by Title Agent to remove any standard exceptions to the Title Commitment, the mechanic's lien title exception and to confirm Seller's authority to consummate the terms of this Agreement, and such other materials reasonably requested by Title Agent to issue the Title Policy; (iv) evidence of the good standing and authority of Seller and the party or parties executing this Agreement and any documents delivered in connection herewith which is acceptable to Title Agent, and reasonably acceptable to Buyer; (v) if required by law, a certification statement, certificate of occupancy or other evidence of no outstanding code violations at the Real Property and evidence that the Real Property, if required to be inspected prior to Closing by any governmental agency, was found to be satisfactory from such governmental agency, such certification or evidence to be dated not earlier than thirty (30) days prior to the date of Closing; (vi) evidence of compliance with any applicable bulk sale requirements, including such certifications from the State of Ohio as may be required; and (vii) such other documents as may be reasonably requested by Buyer to complete Closing. The provisions of this Paragraph 5 shall survive Closing.

6. **Prorations and Closing Costs.** All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted as follows:

(a) All items to be prorated pursuant to this Paragraph shall be prorated as of the Closing Date, with Buyer to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. Real estate taxes and all other ad valorem taxes, if any, with respect to the Real Property for the calendar year in which the Closing occurs shall be prorated on a per diem basis using the actual number of days in such year and Seller shall pay for any real estate taxes for all years prior to the calendar year in which the Closing has occurred (including for any real estate taxes not yet due and payable for a prior calendar year). If the amount of such taxes is not known on the Closing Date, proration of such taxes will be made based on the most recently ascertainable tax bill. Seller shall be responsible for the payment of all special assessments which have been filed as a lien against the Property on or prior to the Closing Date, as well as for any rollback taxes and agricultural or similar assessments. Except as provided below, all other expenses which have not been allocated to a party shall be borne by the party incurring such expenses.

(b) Buyer shall pay the cost of the title search and premium for the Title Policy, one-half of any Title Agent closing fees and the cost of obtaining a Survey and one-half of all transfer taxes for the Property.

(c) Seller agrees to pay the recording fees for the Deed, one-half of the transfer taxes in connection with the recordation of the Deed, one-half of the Title Agent closing fees, and the cost of all corrective instruments which Seller is obligated to provide pursuant to this Agreement.

(d) Seller and Buyer agree that completion of the Project will require construction of certain public improvements (the “**Public Improvements**”). Buyer and Seller shall use commercially reasonable efforts to identify the Public Improvements prior to the Feasibility Date, which agreed schedule shall become incorporated herein. To the extent that Buyer or any of its affiliates agree to construct any Public Improvements, the estimated cost of the Public Improvements shall be determined in good faith by Buyer not less than five (5) days after the Feasibility Date (the “**Public Improvements Costs**”) and approved by Seller (such approval not to be unreasonably withheld, conditioned or delayed), and the Purchase Price shall be reduced by the Public Improvements Costs (for the avoidance of doubt, the Public Improvements Costs shall not be adjusted at a later date based upon the actual cost to construct the Public Improvements). In no event shall the Purchase Price be less than \$0.

7. **Possession of Property.** Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date free and clear of all tenants, occupants and licensees.

8. **Representations of Seller and Buyer.**

(a) Seller hereby represents and warrants as follows, with all such representations and warranties to be reaffirmed by Seller at Closing: (1) that Seller is not aware of any current or threatened litigation, arbitration or claim involving the Property; (2) that there are no outstanding leases, options or agreements to convey or other rights of possession at the Real Property; (3) that Seller has full authority to enter into this Agreement, to consummate the transactions that are contemplated hereby and that no further approvals or signatures are required

for Seller to be bound by this Agreement; (4) neither the entering into this Agreement nor the performance of any Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party and Seller has not granted any option or purchase right currently in effect to any other party to acquire all or a portion of, or any interest in, the Property and shall not grant any such option or purchase right, or any other encumbrance on the Property, prior to Closing; (5) there are no pending or threatened judicial, municipal or administrative proceedings affecting the Property or in which Seller is a party by reason of Seller's ownership of the Property or any portion thereof, including without limitation, proceedings for or involving collections, condemnations, eminent domain, alleged zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition or use of the Property; (6) Seller is not a "foreign person" and will deliver to Buyer at Closing, an affidavit certifying that it is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended; (7) Seller is not in bankruptcy, nor is the Property in receivership; (8) the Property does not constitute more than 51% of the real estate or fixtures, machinery, equipment or buildings owned by Seller; (9) that Seller has not released or disposed of any hazardous substance at the Real Property and has not conducted or authorized the generation, transportation, disposal, storage or treatment at the Real Property of any hazardous substance; (10) that there have been no releases of any hazardous substance at the Property and Seller is not aware of any pending or threatened litigation or proceeding before any court or any governmental or administrative agency in which any person or entity alleges the presence, release, threat of release, placement on, in or from the Property, or the generation, transportation, storage, treatment or disposal at the Property, of any hazardous substance; (11) Seller has not received any notice of, and has no actual knowledge that any governmental authority or employee or agent thereof has determined, or threatens to determine, that there is a presence, release or threat of release or placement, in or from the Real Property, or the generation, transportation, storage, treatment, or disposal at the Real Property, of any hazardous substance; (12) there are no actions, communications or agreements between Seller or an affiliate and any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Real Property, relating in any way to the presence, release, threat of release or placement on, in or from the Real Property, or the generation, transportation, storage, treatment or disposal at the Real Property, of any hazardous substance; (13) Intentionally Omitted, and (14) Seller has followed all procedures required by any law, rule or regulation with respect to obtaining title to the Property, offering the Property for sale, and/or procurement.

(b) For purposes of this Agreement, "**hazardous substance**" means any matter giving rise to liability under the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 et seq., under the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. Section 9601 et seq., under any applicable federal, state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, regulations or requirements, or under any common law theory based on nuisance or strict liability.

(c) Buyer hereby represents and warrants to Seller that Buyer is a limited liability company, duly formed and validly existing under the laws of the State of Ohio, with full

and complete company right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

9. **Access to the Property/Inspections/Covenants.**

(a) Buyer and/or its agents and representatives shall have the right to enter upon the Property at any time prior to the Closing Date upon providing twenty-four (24) hours' prior notice to Seller, for purposes of conducting such inspections, investigations and/or studies as Buyer deems necessary. Buyer shall not engage in any activity in or about the Property which violates the terms of any governmental or quasi-governmental order of which Buyer has received written notice, statute, rule or regulation. Buyer may contact governmental or quasi-governmental authorities as is necessary during its due diligence activities. Buyer shall not make any material physical changes to the Real Property, it being acknowledged that soil boring and similar activities undertaken in a soils analysis or Phase I and Phase II environmental assessment shall not be deemed to be material and are permitted. If Buyer violates its obligations under this Paragraph 9 or in the event of any physical damage to the Real Property resulting from the exercise by Buyer of its rights under this Paragraph 9, Buyer hereby agrees to restore, in all material respects, such Real Property to its substantially similar physical condition prior to incurring such damage.

(b) During the period commencing on the Effective Date and ending on 6:00 p.m. local time on the one hundredth (100th) day after the Effective Date, or if such day is federal holiday, Saturday or Sunday, the next business day thereafter (the "**Feasibility Date**"), Buyer, in its sole and absolute discretion, may terminate this Agreement for any reason by giving Seller and the Escrow Agent written notice of its election to terminate, such termination notice must be received by Seller and the Escrow Agent on or before the Feasibility Date. If Buyer elects to terminate this Agreement as provided herein on or before the Feasibility Date, then this Agreement shall terminate effective immediately, without any further action by any party. In connection therewith, Seller and Buyer each shall be released of and from all obligations or liabilities hereunder, except for those matters which by terms herein survive such termination, and Buyer shall be entitled to a return of all Deposits made by Buyer.

(c) On or before Closing, Seller shall: (1) discharge and terminate, at its cost, any leases, liens, tenancies, claims or other rights of possession and remove any tenants, occupants and licensees from the Property; (2) maintain the Property in good condition until the date of Closing and continue to operate the Property in substantially the same manner as of the date of this Agreement; (3) use due diligence and best efforts in procuring all Approvals or assisting Buyer to obtain same, and to execute such documents and make such appearances as may be reasonably required to obtain the Approvals and to otherwise carry out the intent of this Agreement; (4) not enter into any new leases, contracts, options or liens with respect to the Real Property or market the Real Property, engage in any negotiation or discussions or agreements regarding the sale or lease of the Real Property or any interest thereon; (5) timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Closing and arising from or related to the Property; and (6) to the extent the Property needs to be split, subdivided, consolidated or merged prior to conveyance, Seller shall cooperate with Buyer

in filing any and all necessary applications with the county to deliver a legally conveyable parcel at Closing.

(d) The provisions of this Paragraph 9 shall survive Closing or other termination of this Agreement.

10. **Closing.** The closing of the acquisition of the Property (the “**Closing**”) shall be held at the offices of the Escrow Agent or at such other mutually agreed upon location or by mail. The Closing shall be held upon ten (10) days’ notice from Buyer to Seller but in no event later than one (1) year after the expiration of the Contingency Period (such date determined pursuant to this sentence, the “**Closing Date**”).

11. **Default.**

(a) **Buyer’s Remedies.** Notwithstanding anything to the contrary contained in this Agreement, if either Seller is in breach or default of any of its obligations or agreements hereunder when performance is required, or if either Seller otherwise fails to perform in accordance with the terms of this Agreement, and, with respect to breaches susceptible to cure, such breach continues for five (5) business days after written notice from Buyer (but in no event may either Seller cure past the Closing Date), Buyer may elect, at Buyer’s option to (i) terminate this Agreement, in which case (a) all Deposits shall be returned to Buyer, (b) Seller shall reimburse Buyer for all costs and expenses incurred by Buyer in connection with this Agreement (including Buyer’s attorneys’ fees), and/or (c) pursue any and all available remedies at law or in equity, at which time this Agreement shall be null and void and no party shall have any rights or obligations under this Agreement except only those that expressly survive termination, (ii) sue for specific performance of this Agreement, or (iii) waive such default and proceed to Closing hereunder.

(b) **Seller’s Remedies.** Notwithstanding anything to the contrary contained in this Agreement, if Buyer is in breach or default of any of its obligations or agreements hereunder when performance is required, or if Buyer otherwise fails to perform in accordance with the terms of this Agreement, including but not limited to failing to deliver the Purchase Price at Closing in accordance with the terms of this Agreement, and, with respect to breaches susceptible to cure, such breach continues for ten (10) business days after written notice from Seller (but in no event extending past the Closing Date), such failure shall constitute a default by Buyer hereunder and Seller shall have the right to terminate this Agreement, and the Deposits shall be forfeited to Seller as liquidated damages, at which time this Agreement shall be null and void and no party shall have any rights or obligations under this Agreement, except those that expressly survive termination. Seller and Buyer acknowledge and agree that (i) the Deposits are a reasonable estimate of and bear a reasonable relationship to the damages that would be suffered and costs that would be incurred by Seller as a result of having subjected the Property to the terms of this Agreement and the default by Buyer under this Agreement; (ii) the actual damages suffered and costs incurred by Seller as a result of such default of Buyer under this Agreement would be extremely difficult and impractical to determine; and (iii) the Deposits shall be and constitute valid liquidated damages. Notwithstanding the foregoing, Buyer shall be permitted to

cure any default by payment of the Purchase Price and initiating Closing as set forth in Paragraph 10 above.

12. **Damage by Fire or Other Casualty; Condemnation.** Seller shall promptly notify Buyer of any casualty damage or notice of condemnation which Seller receives between the Effective Date and the Closing Date. Seller shall timely notify any insurance companies with respect to any damage and shall promptly submit claims for such damage. If any portion of the Property is damaged by fire or casualty after the Effective Date and is not repaired and restored substantially to its original condition prior to Closing, Buyer shall not be required to purchase the Property and Buyer at its election may terminate this Agreement or may proceed to Closing and Seller shall assign to Buyer all insurance proceeds paid or payable with respect thereto, whether paid or payable before or after the Closing. If, prior to Closing, the Real Property or any part thereof is taken by eminent domain, then this Agreement shall become null and void at Buyer's option, and upon receipt by Seller of written notice of an election by Buyer to treat this Agreement as null and void, the Deposits shall be returned to Buyer. If Buyer affirmatively elects to proceed and to consummate the purchase despite said taking, Seller shall assign to Buyer all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceeding. Unless Buyer exercises its termination right, Seller shall not finalize any settlement agreement with any taking authority relating to the Property without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed.

13. **Brokers.** Buyer and Seller hereby represent and warrant to each other that no party has engaged or been represented by any real estate broker in connection with the Real Property or the subject transaction. Buyer shall and hereby agrees to indemnify, defend, and hold Seller harmless from and against any loss, damage, or claim resulting from a breach by Buyer of this Paragraph 13. Seller shall and hereby agrees to indemnify, defend, and hold Buyer harmless from and against any loss, damage, or claim resulting from a breach by Seller of this Paragraph 13. The provisions of this Paragraph 13 shall survive Closing hereunder, or any other termination of this Agreement.

14. **Notices.** All notices, demands, requests or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon (A) being sent by electronic mail with the following subject line: "NOTICE PURSUANT TO PARAGRAPH 14 OF AGREEMENT OF SALE;" provided, that such notice is followed promptly by hardcopy notice by another method provided for herein; (B) being deposited in the United States mail, postage prepaid and certified with return receipt requested, (C) upon delivery by a nationally recognized overnight delivery service, or (D) upon the date of receipt of a facsimile which is received any business day on or before 5 P.M. in the location of receipt or on the next business day after receipt if received by facsimile after 5 P.M. on any business day; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the next business day after such posting. Notices may be given by counsel for Buyer or Seller.

Any such notice, demand, request or communication if given to Buyer shall be addressed as follows:

PIRHL Acquisitions, LLC
800 West St. Clair Avenue, 4th Floor
Cleveland, Ohio 44113
Attention: David A. Burg
Telephone No.: 216-378-9690
Facsimile No.: 216-378-9691
Email: dburg@pirhl.com

With a copy to:

Greenberg Traurig, LLP
1717 Arch Street, Suite 400
Philadelphia, PA 19103
Attention: Joshua D. Cohen, Esquire
Telephone No.: 215-988-7815
Facsimile No.: 215-717-5247
Email: cohenjos@gtlaw.com

Any such notice, demand, request or communication if given to Seller shall be addressed as follows:

City of Maple Heights Land Reutilization Program
5353 Lee Road
Maple Heights, OH 44137
Attention: Economic Development Director
Telephone No.: 216-587-9031
Email: pgrogan@mapleheightsohio.com

With a copy to:

City of Maple Heights
5353 Lee Road
Maple Heights, OH 44137
Attention: Law Director
Telephone No.: 216-587-9008
Email: fconsolo@mapleheightsohio.com

15. **Successors and Assigns.** Buyer may assign this Agreement and any rights herein or any portion hereof without the prior written consent of Seller to any affiliate of Buyer, to an entity controlled by Buyer or to any entity in which Buyer or an affiliate of Buyer is a partner, member or shareholder. Buyer may further assign this Agreement and any rights herein or any portion hereof without the prior written consent of Seller to a development partner chosen in Buyer's sole discretion. This Agreement and all provisions herein shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors and assigns, to the same extent as if specified at length throughout this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instruments.

17. **Time of the Essence.** Time is of the essence of this Agreement. If any time period or date ends on a day or time which is a weekend, legal holiday or bank holiday, such period shall be extended to the same time on the next business day.

18. **Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

19. **Captions and Recitals.** The captions contained herein are not a part of this Agreement and are included solely for the convenience of the parties.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the acquisition of the Property, all prior negotiations between the parties with respect thereto are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them with respect to the transaction contemplated herein, other than as herein set forth. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Buyer and Seller. No waiver of any of the provisions of this Agreement, or any other agreement referred to herein, shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

21. **Miscellaneous.** (a) Buyer at its option may record a memorandum of this Agreement with the recorder's office in and for the county where the Real Property is located; (b) The parties agree that the exclusive venue for any dispute, arbitration or litigation concerning this Agreement, its alleged breach or its enforcement, shall be in the county where the Real Property is located and that this Agreement shall be governed by the internal substantive laws of the State of Ohio, without reference to its choice of law rules; (c) The parties agree to irrevocably waive their respective rights to a jury trial; (d) Any waiver with respect to any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is asserted and the waiver of any provision of this Agreement by a party shall not be construed as a

waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Agreement; (e) Each Seller shall be jointly and severally liable for all the representations, warranties, covenants and other agreements and undertakings made by any one or more of such parties in this Agreement or in any of the closing documents; (f) All representations, warranties and indemnities of a party hereto shall survive Closing; (g) If any provisions (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable, under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby; and (h) this Agreement shall not constitute an offer by any party hereto unless and until this Agreement is executed by Seller and Buyer.

22. **Marketing.** Without limiting the generality of any other provision of this Agreement, Seller shall cease (and shall cause its officers, directors, shareholders, partners, members, representatives, agents and affiliates to cease) all affirmative discussions with other prospective purchasers regarding the sale or other conveyance to any such persons of the Real Property, and will not solicit, discuss, negotiate or accept any offers, whether or not binding, regarding the Real Property, from and after the Effective Date and continuing until the sooner of termination of this Agreement or effectuation of the Closing.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above stated.

Witness:

SELLER:

**CITY OF MAPLE HEIGHTS LAND
REUTILIZATION PROGRAM**

By: _____

Name: Annette M. Blackwell

Title: Mayor

Witness:

BUYER:

PIRHL ACQUISITIONS, LLC,
an Ohio limited liability company

By: _____

Name: David A. Burg

Title: Managing Director

EXHIBIT A

REAL PROPERTY

Tax Parcel Number	Assessor's Value
781-19-030	\$12,600
781-19-031	\$12,500
781-19-032	\$12,900
781-19-034	\$12,900
781-19-035	\$12,900
781-19-036	\$12,900
781-19-037	\$12,900
781-19-038	\$12,900
781-19-039	\$12,900
781-19-068	\$1,500
781-19-040	\$13,700
781-19-041	\$12,300
781-19-042	\$12,200
781-19-043	\$12,900
781-19-044	\$13,000
781-19-045	\$13,100
781-19-046	\$10,300
781-17-001	\$16,300
781-17-002	\$16,200
781-17-003	\$13,000
781-17-004	\$13,000
781-17-005	\$100
781-17-006	\$13,800
781-19-047	\$14,200
781-19-067	\$14,200
781-19-066	\$15,000
781-19-065	\$13,600
781-19-064	\$12,900
781-19-063	\$12,900
781-19-062	\$12,900
781-19-061	\$1,500
781-19-060	\$13,700
781-19-059	\$12,900
781-19-058	\$12,900
781-19-057	\$12,900
781-19-056	\$12,900
781-19-055	\$12,900
781-19-054	\$5,800
781-19-048	\$12,900

Agreement for Conveyance

[CCLRC as Grantor]

This Agreement, dated as of this ___ day of _____, 2020 by and between the **Cuyahoga County Land Reutilization Corporation** (Grantor) and the **City of Maple Heights Land Reutilization Program** (Grantee):

Whereas Grantor, a county land reutilization corporation organized and existing under Chapter 1724 of the Ohio Revised Code (R.C.), is the owner of the parcel(s) of land described in Exhibit A, attached hereto and made a part hereof (the Land) which Grantor desires to gift or transfer to Grantee as set forth herein; and

Whereas Grantee, an Ohio municipality, is authorized, and desires, to receive the properties described in Exhibit A attached hereto;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. **Title and Prorations:** For \$1.00 and other good and valuable consideration, Grantor, shall deliver free and clear marketable title in and to the Land to Grantee except for easements, restrictions and covenants of record.
2. **Conveyance and Closing.** This transaction shall close on or about the 15th day of November, 2020 whereupon Grantor shall deliver quit claim deed(s) to the Land, and Grantee shall pay the consideration required herein.
3. **No Warranties or Representation.** Grantor makes no warranties or representations whatsoever as to the condition or quality of the Land, all of which Grantee agrees shall be conveyed in its current "AS IS, WHERE IS" condition.
4. **Law.** This Agreement shall be governed under Ohio law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands on the date shown below, but as of the date heretofore set forth through their duly authorized officer.

Cuyahoga County Land Reutilization Corporation (Grantor)

By: _____
Print Name: _____
Title: _____
Date: _____

City of Maple Heights Land Reutilization Program (Grantee)

By: _____
Print Name: _____
Title: _____
Date: _____

October 2020

**EXHIBIT A
TO AGREEMENT FOR CONVEYANCE
OCTOBER 2020**

LEGAL DESCRIPTION

781-17-122	5627 SOUTH BLVD	MAPLE HEIGHTS
782-01-006	18209 MCCRAKEN AVE	MAPLE HEIGHTS
782-02-109	5171 CATO ST	MAPLE HEIGHTS
786-01-182	15217 ROCKSIDE RD	MAPLE HEIGHTS

Headquarters
800 West St. Clair Avenue, 4th Floor
Cleveland, Ohio 44113
Phone: 216-378-9690



ABOUT PIRHL

Founded in 2004, PIRHL is a full-service investor, developer, general contractor and owner of singlefamily and multifamily housing. PIRHL's approach leverages deep expertise in acquisitions, development and construction with strategic financial and local partnerships. To date, PIRHL has developed 61 properties in eight states, constituting over \$1B in real estate (including both new construction and renovation), serving the Midwest, Mid-Atlantic, Northeast and Southeast regions of the U.S.

PIRHL's Mission:

We bend the forces of the universe to create transformational, affordable and sustainable communities that help stabilize the lives of our residents.

HISTORY

PIRHL began under the leadership of the two Davids: Burg and Uram. Both began their housing development careers in Cleveland's nonprofit community and economic development industries. This experience furthered their own sensitivity to the needs and constraints of the clients they serve today.

David Burg and David Uram, both MBA's from Case Western Reserve University's Weatherhead School of Management, spent years with an industry-leading forprofit developer and builder of affordable housing, which allowed them to gain the development and financial expertise necessary to launch PIRHL. The dream that began in 2004 in a cramped basement has grown to become an organization repeatedly recognized as one of the Top 50 Affordable Housing Developers by Affordable Housing Finance.

PARTNERS

PIRHL's approach to affordable housing and our collaboration with some of the most highly accomplished non-profit housing developers in the Midwest, Mid-Atlantic and Southwestern regions helps ensure that our homes have highly livable designs and that our developments are conservatively underwritten to protect their financial viability over the long term. PIRHL's success is largely attributed to the partnerships we create.

"In just a few short years, PIRHL has distinguished itself as a creative, resourceful, and persistent developer of affordable housing. They have successfully developed a number of challenging projects that others, quite frankly, would not even consider. PIRHL's success is not only due to their integrated development and construction capacity but also a result of their company's leadership and culture. They take seriously their role as a trusted partner of public and private resources and relentlessly seek to maximize their benefit for low income families, seniors, and communities. And as a lender, it is a pleasure to work with them."

Tony Love, Forest City Capital Corporation

"I have been highly impressed with PIRHL as an organization. ...Our deal has required a high level of expertise in the complex facets of affordable housing finance, sensitivity to the political elements associated with the deal, and hard work and diligence in preparing a competitive application. This has all been done competently and with utmost integrity. I admire and respect what PIRHL represents and greatly value the opportunity to work and partner with PIRHL."

David Orlean, The Orlean Company

"It was a pleasure working with PIRHL's team on Library Court Apartments from project conception to construction. They not only understand municipal concerns but share them, resulting in a true team approach to creating a quality product that the whole community can embrace."

**Kamla Lewis, Community Development Director
City of Shaker Heights**

"As revitalization efforts continue in Uniontown, Pennsylvania, PIRHL has provided FCCAA and its partners with an opportunity to construct quality affordable housing for its residents. Through our partnership with PIRHL, we have developed rent-to-own housing in the City of Uniontown and constructed an apartment complex for seniors. We cannot thank PIRHL enough for entering into this partnership that is bringing new life and continued growth into Uniontown."

**Jim Stark, Executive Director
Fayette County Community Action Agency, Inc.**



PIRHL.com



PIRHL DEVELOPERS



PIRHL HISTORY

Once again recognized as a Top 50 Affordable Housing Developer by Affordable Housing Finance Magazine, PIRHL is an established affordable housing developer, integrated contractor and owner of affordable housing. To date, PIRHL has developed 57 affordable housing developments in eight states, constituting over \$1B in real estate. The company offers a deep balance sheet and strong project management team to support our local developers and key partners on each unique project.

PROFESSIONAL QUALIFICATIONS:

PIRHL has worked with HUD over the course of its 9% LIHTC developments and 4% LIHTC developments and is familiar with HUD regulatory applications. PIRHL's integrated approach to development and construction, its strong local partnerships, deep bench of project management talent, and balance sheet strength have been critical to the company's ongoing success over time.

In addition to the work mentioned above, PIRHL completed four RAD developments in the last three years -- 981 units in partnership with housing authorities in Ohio and Maryland. Two of these developments were for seniors and non-elderly disabled residents. Two served families. Our work involved the complete rehabilitation of these properties with work ranging from \$40,000 to \$90,000 per unit and involved the full replacements of unit interiors, the replacement of building systems (MEP), roofs, windows, and elevators. More recently, PIRHL was awarded the opportunity to partner with the Chicago Housing Authority on a project called the North Sheffield Redevelopment, a \$133MM RAD transaction in the heart of Lincoln Park in Chicago. This project involves the rehabilitation of two 11-story occupied towers (393 units) and the new construction of a third tower in between the existing with 92 additional units. Construction will begin in December 2019.

Outside of RAD, PIRHL's experience with HUD Regulatory Applications include: Project Based Section 8, Moving to Work Vouchers, and other HUD subsidies. PIRHL's nuanced understanding of the RAD program, HUD subsidies, and how to balance disparate objectives and underwriting requirements among RAD, HUD, the PHA, the HFA, the equity investor and the lender and the gap funding sources, is a key consideration when considering PIRHL as a partner.

In addition to PIRHL's strong tax credit success, PIRHL has a strong track record with FHLB's Affordable Housing Program ("AHP") grants and securing other competitive soft source financing. PIRHL leverages existing, longstanding relationships with equity investors and lenders to secure the most favorable terms for permanent debt and in the syndication of the housing tax credits. Procuring the highest available market price for housing tax credits isn't the only factor negotiated by PIRHL. Ensuring reasonable guarantee structures, investor exit provisions, and compliance monitoring requirements are important issues to consider when evaluating the life cycle of the project.

PIRHL has experience securing the following sources and non-municipal subsidies:

- 9% LIHTC & 4% LIHTC
- Multifamily Tax Exempt Bonds
- FHA Insured loans (221d4, 223f), Freddie Mac Value Add
- Conventional debt
- Equity investment - Direct and through syndication
- Soft funding including: FHLB AHP, CDBG, HOME, Housing Trust Funds, Rental Housing Works, etc.
- Municipal/Public Financing - Tax Increment Financing (TIF), tax abatement.
- Special Needs Trust Funds and Section 811
- Project Based Rental Subsidy

It is worth noting that more than half of PIRHL's developments operate using project based rental subsidy secured either by PIRHL or through RAD conversions.

DEVELOPMENT SERVICES

PIRHL's drive to create community impact has helped the company earn national recognition. As a full-service real estate development firm, PIRHL assists municipal and community-based partners from the concept through completion of single family and multi-family affordable housing.

Development Services:

- PIRHL provides comprehensive real estate services, including the following:
- Origination of project concept
- Land negotiation and acquisition
- Pre-construction project management: coordination of architectural, MEP, civil, and land development entitlement (zoning approvals, site plan approvals, process pre-award and pre-construction capital
- Due Diligence/Assessing the viability of a project (ordering necessary due diligence reports: surveys, environmental, soils, market, etc.)
- Financial underwriting / structuring Completion of LIHTC, HOME, FHLB, CDBG and other financing source applications
- Pre-development loans into the project partnership
- Asset Management

SIZE OF FIRM

PIRHL has over 65 employees and three offices; the corporate office in Cleveland, OH and regional offices in Chicago, IL and Hamilton, NJ. As PIRHL is an integrated general contractor, several staff members are staffed on construction job sites within the 5 states in which PIRHL currently has active construction jobs.

PIRHL Contractors, LLC is the General Contractor arm of PIRHL, LLC. The Company has executed on a wide range of projects such as 9% LIHTC multifamily new construction, senior housing, Rental Assistance Demonstration (RAD), substantial rehab and 4% LIHTC multifamily renovation as well as market rate multifamily value-add rehabilitation.

Unlike many other investor-developers who rely on third parties to assess construction costs and risks, PIRHL's integrated construction team is involved at the earliest stage of the process. From underwriting through design, from cost estimation through build-out, PIRHL Contractors identifies and proactively manages the unique challenges of each project.

With over \$3 billion of combined executive construction experience, PIRHL Contractors offers proven leadership to oversee its highly experienced office and field supervisory staff. The company has a strong track record with both new construction and renovation for a multitude of residential property types: apartments (low-rise and high-rise), senior living, single-family attached, and single-family detached.

Sustainability is central to PIRHL Contractors' mission. The company is Energy Star certified and has experience in a broad array of sustainable systems and building standards, including solar, geothermal, Passive House, and Enterprise Green Communities.

DESIGN & ESTIMATION

When value engineering a project, PIRHL Contractor's goal is to find a balance in improving efficiency and decrease operating costs. This exercise is done through work sessions with the owners, architects and development team to ensure that this balance is maintained.

PIRHL's Construction Services Team does not intend to simply reduce costs; rather, the goal is to either provide more scope within a prescribed budget or achieve the prescribed scope for a reduced budget with the owner's best interest in mind.

SCHEDULING

Given the complexity and timing requirements of developments funded through tax credits or federal funds, PIRHL Contractors relies upon formal scheduling by utilizing the Critical Path Method.

Utilizing Microsoft Project allows a construction Project Manager to manage all expected activities of subcontractors, vendors, suppliers and all other parties associated with the construction of a project.

This approach to scheduling is an integral piece in coordinating the additional complexity presented with on-site phased relocation of tenants in an existing, occupied project.

PROCUREMENT & COMPLIANCE

PIRHL's Construction Services department is responsible for all aspects of the construction contracting process. Depending on the financing source or technical requirements for a building, PIRHL Contractors may be required to follow certain regulations and wage standards through procurement of labor, materials and equipment.

The Construction Services department ensures that qualified contractors are hired through a formal bidding process and also ensures that predetermined goals for MBE/WBE/Section 3, (if applicable) are achieved during the bidding and procurement process.

CONSTRUCTION

PIRHL Contractors assigns a dedicated Project Manager and on-site Project Superintendent to manage the construction of each project. The Project Manager and Superintendent are in constant communication regarding construction activities, scheduling and performance of subcontractors and delivery of materials and equipment.

The Project Manager provides weekly updates on progress and monthly updates on schedule. PIRHL Contractors participates in cross-functional meetings with development and asset management to ensure the timeline is communicated to all parties who may be impacted.

WHAT WE DO

- Construction Management
- Construction Cost Estimating
- Bonding capacity for payment, performance, subdivision-improvement and other bonds
- Preparation and management of monthly construction draws
- Monthly Construction Reporting to ensure real-time engagement of owner, inspectors and other interested parties
- Experience with federal reporting processes including Davis-Bacon, MBE, WBE, Section 3
- Design standards that include the application of extensive Universal Design features, Visitability standards and compliance with ADA and Fair Housing requirements
- Sustainable building practices that include storm water management, Energy Star rated appliances, Enterprise Green Communities Certification, Passive House construction

LEADERSHIP TEAM



DAVID URAM
Chief Executive Officer

Dave is a co-founder and a Managing Member of PIRHL, LLC. As Chief Executive Officer, Dave leads the executive team, playing an integral role in establishing and the strategic direction for PIRHL, and driving collaboration and accountability across the company.

Prior to forming PIRHL in 2004, Dave served as a project manager for The NRP Group where he managed the implementation of multifamily projects in several states. In this role, he also collaborated in launching the company's Texas division which secured over \$60 million in new development within its first 24 months.

Dave also served as the project director for Israel Policy Forum, a Washington, D.C. based NGO focused on delivering securing based solutions to the Arab-Israeli conflict.

Education

- MBA, Finance / Case Western University
Weatherhead School of Management

- Bachelor of Arts, Political Science and
Middle Eastern Studies / The American
University



DAVID BURG
President of Development

David is a co-founder and a Managing Member of PIRHL, LLC. As President of Development, David manages the execution of regional strategies which create and acquire multifamily assets, and also directs the teams which develop and recapitalize those assets.

Prior to forming PIRHL in 2004, David served as an assistant vice president with The NRP Group, helping to manage the company's development and pre-construction activities. David's earlier real estate experience includes working as an analyst for Heritage Development Corporation and for Neighborhood Progress, Inc.

Before moving to Cleveland in 1996, David served as co-director for development for New York Cares, New York City's preeminent hands-on volunteer intermediary organization.

Education

- MBA / Case Western University
Weatherhead School of Management

- Certificate of Nonprofit Management/
Case Western University

- Bachelor of Arts, Political Science / Union
College



JOHN TARNOWSKI
Chief Financial Officer

With over 20 years of experience in the real estate industry as well as expertise in system design and process management, John leads PIRHL as the Chief Financial Officer. John is responsible for overseeing and enhancing the financial infrastructure of PIRHL and its affiliated entities. With his in-depth knowledge of the multifamily industry and his experience in operations, finance and systems, John is responsible for managing each and every process within PIRHL to achieve optimum efficiency and results. John also directs the financial affairs and strategy of the company.

Prior to joining PIRHL, John gained experience in the multifamily arena through a national developer/builder. Within that role, he was directly involved with 75 different development projects encompassing several thousand units over multiple states.

Education

- Master of Accountancy and Financial
Information Systems / Cleveland State
University
- Certified Public Accountant

LEADERSHIP TEAM



MARYELLEN MELCHER Deputy Director of Development

MaryEllen joined PIRHL a year after PIRHL was founded and is a longstanding key member of PIRHL's development team. MaryEllen has been involved in nearly every development and financial closing in PIRHL's portfolio.

MaryEllen provides managerial oversight in every project in PIRHL's pipeline by streamlining the design development and financial closings process. Most recently, MaryEllen's was the senior project manager leading the design, development and financial closings of two RAD transactions in partnership with the Housing Authority of the City of Baltimore and is currently project managing two adaptive-reuse projects.

MaryEllen has experience closing developments with a multi-source capital stack including FHA Insured mortgages, LIHTC, multifamily bonds, HOME, CDBG, FHLB AHP, TIF, and conventional debt. MaryEllen has long standing relationships with project financing partners, state housing finance agencies and third party professionals across all of PIRHL's regions.

Education

- Master of Business Administration / Tiffin University
- B.A. in Accounting / Tiffin University



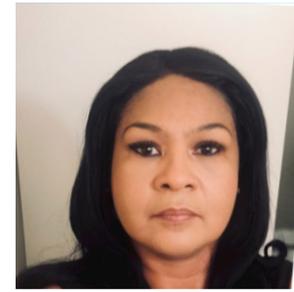
RICK ADANTE President of Construction

Rick Adante is PIRHL's President of Construction. Rick is responsible for crafting and implementing the vision of Pirhl Contractors and formulating the company's strategic plan to achieve performance objectives and minimize risk for the company. Rick is responsible for setting up measurable standards and measuring that performance against established goals. In conjunction with VPs, Project Managers, and Superintendents, he will establish company wide systems and procedures for safety, quality control, project execution, and financial reporting.

Rick has over 20 years of experience managing commercial, residential, and industrial construction projects and leading project teams; from manufacturing, warehouse / office, grocery and retail, to multi-family, student housing, and hospitality. Prior to joining PIRHL, Rick was most recently a Project Executive for Continental Building Company, where he spent the last 15 years of his career.

Education

- MBA, Business Administration and Management / Franklin University
- B.S. Civil Engineering / Ohio Northern University



ALICIA MORGAN Sr. Vice President of Asset Management

Alicia is PIRHL's Senior Vice President of Asset Management, responsible for the performance of PIRHL's growing market-rate and affordable apartment portfolio. Alicia ensures that PIRHL's properties are run with a high standard of excellence, that they meet annual cash flow goals, and that they are maintained in a manner that both attracts residents, meets PIRHL's mission, and creates long-term value for the company.

Alicia has over 20 years of experience in all aspects of property management including operations, lease ups, acquisitions, sales/marketing, supervision and training; with a proven track record for improving overall performance. Most recently, Alicia worked with Edgewood Vantage Management as their Vice President of Operations where she successfully stabilized distressed assets, focused on new business and acquisitions and was responsible for the management and performance of 4,000 units.

Education

- Bachelor of Business Administration and Management / Eastern Michigan University
- TCS, ARM, HCCP, COS / NCHM, Quadel

KEY STAFF



KEVIN BROWN Vice President of Development

Kevin is a Vice President of Development at PIRHL with over twenty years of real estate development experience in low income communities. A licensed architect and LEED accredited professional, Kevin also holds a Master of City Planning degree from the

University of California, Berkeley. He has completed or directed the completion of over 2,500 units of multifamily and single family affordable housing including new construction, rehabilitation, and adaptive reuse.

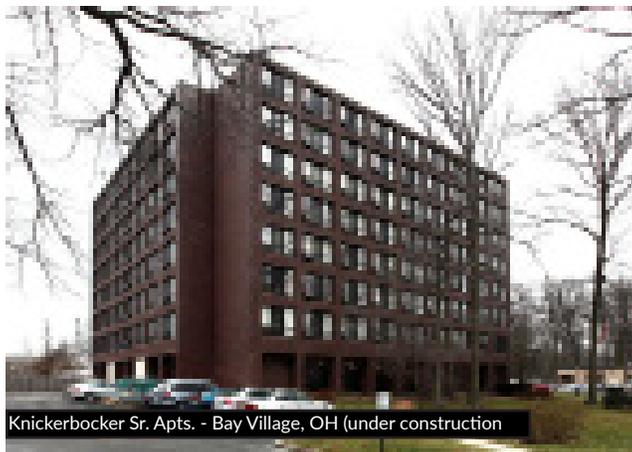
Additionally Kevin redeveloped a 39,000 SF shopping center in Cleveland's Central Neighborhood. Kevin has developed or oversaw the development of 667 units of Permanent Supportive Housing in Cleveland, Ohio. Kevin is responsible for identifying development opportunities, underwriting, processing and providing oversight through project completion for PIRHL's Ohio and Michigan affordable housing portfolios.

Below is a list of developments that Kevin has developed while with PIRHL, and on the page that follows, a complete list of Kevin's development experience.

Project Name	# of Units	Value
St. Joseph's Commons	68	\$12,500,000
Lyon Township Senior Living	130	\$38,000,000
Knickerbocker Senior Apartments	148	\$18,000,000
The Cottages at Riverview	62	\$13,000,000
St. Hedwig Sr. Apartments	38	\$11,500,000
Wayne Hills RAD	243	\$31,000,000

Education

- Master of City Planning / UC Berkeley
- BA in Architecture / Kent State University
- Bachelor of Architecture / Kent State University



Knickerbocker Sr. Apts. - Bay Village, OH (under construction)

EXAMPLES OF KEVIN'S WORK



The Cottages at Riverview - Elyria, OH (under construction)



Bridge Pointe Commons - Elyria, OH (recently funded)



St. Joseph's Commons - Cleveland, OH (under construction)

KEY STAFF EXPERIENCE



GREG BARON
Project Manager

Greg Baron is a Real Estate Development Project Manager at PIRHL and has been with the organization since August 2016.

Greg is responsible for managing the design/development process for newly-awarded developments and leads projects to a financial closing, successful lease-up and close-out.

Prior to joining PIRHL, Greg spent seven years working for the Non-Profit Housing Developer, Detroit Shoreway Community Development Organization (DSCDO), where he served as Director of Real Estate Development, overseeing DSCDO's real estate development activities and managing the Organization's multifamily and single-family development. In addition, Greg worked as a Housing Director, Housing Specialist and an intern at DSCDO.

Education

- Bachelor of Science, Urban Planning / Cleveland State University

- Housing Development Finance Certification / National Development Council



GRAHAM WELLING
Senior Development
Coordinator

Graham Welling is a Senior Development Coordinator with PIRHL and has been with the organization since 2016 and is based in PIRHL's headquarters in Cleveland. Graham provides key support to the company's real estate development operations from project inception through predevelopment, construction, closing, construction completion and lease-up.

Graham has experience completing LIHTC applications and soft-source financing applications and manages the post-award development process including design/development and financial closings.

Prior to joining PIRHL, Graham spent time working for the Doan Watershed Partnership and worked as an intern for the Cleveland Foundation and also was an English Teacher in Russia before earning his Master's Degree in Public Administration and Economic Development from Cleveland State University.

Education

- Master's in Public Administration and Economic Development / Cleveland State University

- Bachelor of Science and Bachelor of Arts, City and Regional Planning and Russian / The Ohio State University

PROJECT LIST

As of 1/30/2020



9% LIHTC - ALL SERVING HOUSEHOLDS WITH INCOMES AT OR BELOW 60% AMI

#	Project Name	Type	Units	Type	City	State	Award Year	Status	Total Development Cost
1	The Apartments at Warren	Family	80	NC	Warren	NJ	2019	In Development	\$20,066,182
2	The Mill at Easton	Family	55	NC	Easton	PA	2019	In Development	\$15,000,219
3	Bridge Pointe Commons	PSH	62	NC	Elyria	OH	2019	In Development	\$13,070,997
4	Towne Courts	Family	42	NC	Annapolis	MD	2017	Under Construction	\$20,407,000
5	Apartments at Montgomery Crossing	Family	86	NC	Montgomery	NJ	2019	Under Construction	\$20,096,694
6	Sheffield RAD (80 NC, 405 rehab)	Senior	485	R	Chicago	IL	2018	In Development	\$277,629,032
7	Lyon Township Senior Living	Senior	130	NC	South Lyon	MI	2019	In Development	\$38,077,373
8	Winchester Lakes	Family	222	R	Canal Winchester	OH	2018	In Development	\$41,685,279
9	Crosswinds Village	Family	232	R	Columbus	OH	2018	In Development	\$41,843,146
10	St. Joseph's Commons	PSH	68	NC	Cleveland	OH	2018	Under Construction	\$12,447,422
11	Carlisle Veterans Housing	PSH	42	NC	Carlisle	PA	2018	Under Construction	\$10,430,016
12	Wemrock Senior Living	Senior	75	NC	Freehold	NJ	2018	Under Construction	\$18,894,309
13	Cary Senior Living	Senior	62	NC	Cary	IL	2017	Complete	\$18,030,595
14	Fox River Crossing	Senior	60	NC	Elgin	IL	2017	Under Construction	\$21,012,851
15	Knickerbocker Senior Apartments	Senior	148	R	Bay Village	OH	2017	Under Construction	\$18,411,459
16	The Cottages at Riverview	Senior	62	NC	Elyria	OH	2017	Complete	\$13,162,165
17	St. Hedwig Senior Housing	Senior	38	AR	Toledo	OH	2015	Complete	\$11,432,296
18	Carlisle Townhomes	Family	52	NC	Carlise	PA	2016	Complete	\$15,071,106
19	520 N. Market	Family	59	AR	Frederick	MD	2015	Complete	\$20,013,195
20	Clovernook Apartments	Family	466	R	Mount Healthy	OH	2016	Complete	\$47,450,119
21	Proctor's Landing	Senior	56	NC	Proctorville	OH	2015	Complete	\$10,235,188
22	Washington Square Town Homes	Family	54	NC	Chambersburg	PA	2015	Complete	\$11,254,825
23	Govans Manor	Family	191	R	Baltimore	MD	2013	Complete	\$30,690,877
24	Wayne Hills	Family	243	R	Portsmouth	OH	2015	Complete	\$31,393,913
25	Bernard E. Mason	Senior	223	R	Baltimore	MD	2014	Complete	\$25,422,203
26	Coopermill Manor	Family	324	R	Zanesville	OH	2013	Complete	\$36,976,272
27	Gateway Senior Housing	Senior	52	NC	Waynesburg	PA	2014	Complete	\$10,137,369
28	Calvary Trace	Family	92	NC	Raleigh	NC	2013	Complete	\$11,867,450
29	Sardis Trace	Senior	78	NC	Charlotte	NC	2013	Complete	\$9,192,261
30	Sugar Grove Senior Housing	Senior	60	NC	Sugar Grove	IL	2013	Complete	\$15,665,282
31	New Community Place	Family	147	R	Cleveland	OH	2012	Complete	\$21,186,788
32	Highland Village Seniors	Senior	37	NC	Washington Twp.	PA	2012	Complete	\$7,540,972
33	The Trails at East Loveland	Senior	40	NC	Loveland	OH	2013	Complete	\$8,198,107
34	Liberty Crossing Town Homes	Family	35	NC	Grove City	PA	2012	Complete	\$8,579,988
35	Sterling Trace	Family	80	NC	Salisbury	NC	2012	Complete	\$9,954,042
36	Hudson Family Townhomes (Foxtail)	Family	48	NC	Dorchester	MD	2011	Complete	\$13,772,015
37	Oakwood Family Homes	Family	22	NC	Glen Burnie	MD	2011	Complete	\$7,329,898
38	George Street Commons	Family	28	NC	York	PA	2011	Complete	\$7,517,791
39	Streetsboro Family Homes	Family	28	NC	Streetsboro	OH	2011	Complete	\$6,870,516
40	Penn Avenue Town Homes	Family	25	NC	Cumberland	MD	2010	Complete	\$7,149,351
41	Woodlands at Zuck Park	Family	30	NC	Erie/Millcreek	PA	2010	Complete	\$8,257,214
42	St. John's Village West Family Homes	Family	40	NC	Cleveland	OH	2010	Complete	\$8,535,245
43	Mid Pine Estates	Family	36	NC	Princess Anne	MD	2010	Complete	\$9,719,188
44	Maple Garden Senior Apartments	Senior	36	NC	Uniontown	PA	2009	Complete	\$7,123,168
45	Church Square Commons	Senior	48	NC	Cleveland	OH	2009	Complete	\$9,405,342
46	Library Court Senior Apartments	Senior	44	NC	Shaker Heights	OH	2009	Complete	\$7,229,138
47	Washington Square Senior Apartments	Senior	32	NC	Chambersburg	PA	2008	Complete	\$6,672,020
48	The Homes of Pine Grove (Fairview)	Family	25	NC	Erie	PA	2008	Complete	\$6,419,606
49	Englewood Senior Housing	Senior	38	NC	Toledo	OH	2008	Complete	\$7,393,844
50	Danville Family Homes	Family	40	NC	Danville	VA	2008	Complete	\$8,468,562
51	Redwood Park Apartmetns	Family	40	NC	Chambersburg	PA	2007	Complete	\$8,814,140
52	Gateway Town Homes	Family	30	NC	Cumberland	MD	2007	Complete	\$7,577,435
53	Uniontown Family Homes	Family	30	NC	Uniontown	PA	2007	Complete	\$7,384,338
54	Water Tower Place	Senior	52	NC	Elkhart	IN	2006	Complete	\$7,062,665
55	Zanesville Family Homes II	Senior	50	NC	Zanesville	OH	2006	Complete	\$9,972,791
56	Edinboro Family Homes / Scott's Glen	Family	29	NC	Edinboro	PA	2005	Complete	\$6,326,330
57	Greenway Senior Housing	Senior	51	NC	Ashtabula	OH	2005	Complete	\$7,936,663
58	Frank Cook Senior Housing	Senior	60	NC	Zanesville	OH	2005	Complete	\$8,000,000
Total Units:			5100						\$1,077,464,252

MARKET RATE ACQUISITIONS

#	Project Name	Type	Units	Type	City	State	Award Year	Status	Total Development Cost
59	Union Station	Family	347	R	West Chester	OH	2016	Complete	\$41,000,000
60	Worthington Meadows	Family	528	R	Columbus	OH	2017	Under Construction	\$64,796,044
61	Secaucus	Family	116	N	Secaucus	NJ	N/A	In Development	TBD
Total Units:			991						\$105,796,044

PIRHL PORTFOLIO TOTAL PROJECTS	61
PIRHL PORTFOLIO TOTAL UNITS	6091
TOTAL PORTFOLIO DEVELOPMENT COSTS	\$1,183,260,296

POPULATIONS SERVED	# OF PROJECTS	TOTAL %
SENIORS	24	39.34%
FAMILY/GENERAL	34	55.74%
PSH	3	4.92%

CONSTRUCTION TYPE	# OF PROJECTS	TOTAL %
NEW CONSTRUCTION	46	75.41%
ADAPTIVE REUSE	2	3.28%
REHAB	12	19.67%

CONSTRUCTION TYPE	# OF UNITS	TOTAL %
NEW CONSTRUCTION	2242	36.81%
ADAPTIVE REUSE	97	1.59%
REHAB	3556	58.38%



LIBRARY COURT

Shaker Heights, Ohio

PIRHL, in collaboration with the Jennings Center for Older Adults and the City of Shaker Heights, developed Library Court Apartments, a 44-unit apartment building serving seniors 55+ earning 60% or less of the AMI for Cuyahoga County, Ohio. Library Court consists of 112 one-bedroom, 660 square foot apartments and 32 two-bedroom, 860 square foot apartments and leverages more than a decade of focused public and private investment to redevelop the Shaker Towne Center / Moreland Green neighborhood of Shaker Heights.

Set on a major urban thoroughfare, this transit oriented development enjoys high visibility and provides immediate walking access to a broad array of amenities, including the Shaker Heights Library. Public transportation in the form of multiple bus lines and a light rail are all within walking distance of the site. With over 2,000 square feet of dedicated common space, residents enjoy a large community room that connects to outdoor patios fronting Chagrin Blvd., a business center and an exercise facility. Library Court is designed to meet Enterprise Foundation's Green Communities standards.

Address	160301 Chagrin Blvd, Shaker Heights, OH
Number Units	44
Type	Senior Housing
Completion	2011
Financing	OHFA, LIHTCs, ARRA & HOME
Developer	PIRHL & Jennings Center for Older Adults
G. Contractor	PIRHL



GEORGE STREET COMMONS

York, Pennsylvania

PIRHL and York Community Development Corporation (YCDC), developed George Street Commons (GSC), a mixed-use development that redeveloped an under-utilized and partially vacant, city block at the southern gateway to York's city center. GSC contains 28 newly constructed townhomes and a 1,700 square foot community center that houses the management office, distance learning center and supportive service activity space.

GSC departs from the traditional natural gas powered forced air heating and cooling system. The development also invested in a proven, highly energy-efficient and geothermal heat pump system (GHPS). This renewal energy system utilizes ground water, pumped into the building from a series of wells, and then directed through a loop system with an extended range heat pump. GHPS uses the constant temperature on the earth as the exchange medium instead of the outside temperature which reduces the amount of energy needed to heat or cool a room. This along with Green Building features, GSC anticipates saving 50% in total annual energy costs.

Address	231 South George Street, York PA
Number Units	28
Type	Family Townhomes
Completion	2013
Financing	LIHTCs, PHFA, HOME
Developer	PIRHL & YCDC
G. Contractor	PIRHL



FOX RIVER CROSSING

Elgin, Illinois

PIRHL in partnership with Fox River Affordable Housing Corp, the nonprofit developer arm for the Housing Authority of the City of Elgin, developed Fox River Crossing to address the need for affordable senior housing in the community.

Fox River Crossing will consist of 60 units targeted specifically for senior households over the age of 55. There will be 21 one-bedroom units and 39 two-bedroom units. The rents will be restricted to senior households at or below 60% of the area median income. The residents will enjoy the added benefit of covered underground parking that provides ease of access to their apartment home. In addition, they can enjoy leisure time in the library, working in the arts / crafts in the community room, or using the exercise equipment in the gym. All activities are designed to promote health and aging in place.

The development will be designed to high energy and environmental standards intended to achieve high energy savings. All appliances will be Energy-Star rated, and each apartment home will be either fully handicap accessible or adaptable featuring resilient hard surfaces, hard wire for internet and television and a secure keypad entry system.

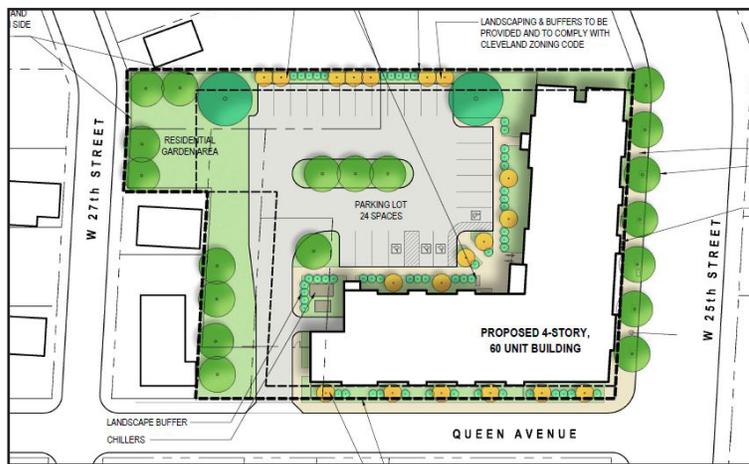


Example of what Community Room may look when completed

Address	300 N. State Street, Elgin, IL
Number Units	60
Type	Senior Housing
Completion	2020
Financing	LIHTCs, HUD 221d4
Developer	PIRHL, Housing Authority of City of Elgin
G. Contractor	PIRHL



ZANETTA



ST. JOSEPH'S COMMONS

Cleveland, Ohio

Front Steps Housing and Services and PIRHL Developers have partnered to develop St. Joseph's Commons, a 68-unit permanent supportive housing facility to replace Front Steps' current 60-unit facility located at 1545 West 25th Street in Cleveland. Originally constructed in 1958 as a Travelodge motel, the facility has reached the end of its useful life, and advancing geotechnical issues endanger the current building.

The new Saint Joseph's Commons will be less than a mile from the current location and will be a facility designed to the current industry best practices for PSH. Front Steps Housing and Services, Inc. plans on continuing its service provision to the residents in the new facility, offering classes for financial literacy education, job skills training, art therapy, and wellness promotion, as well as mental health support and case management, substance abuse treatment, and individualized care under the Housing First Model. The building will be comprised of 68 fully-furnished one-bedroom one-bathroom apartments.

The facility will be constructed in compliance with and to earn certification by Enterprise Green Communities. Front Steps Housing and Services will occupy 1,698 square feet of space on the ground floor of St. Joseph's Commons as its corporate offices.

Address	2554 West 25th Street, Cleveland, OH
Number Units	68
Type	Permanent Supportive Housing
	New Construction
Completion	Spring 2020
Financing	LIHTCs
Developers	PIRHL & Front Steps Housing and Services
Contractor	PIRHL



STERLING TRACE

Salisbury, North Carolina

PIRHL in partnership with Creative Development Group, LLC. (CDG), developed Sterling Trace, an 80-unit family housing development in Salisbury, North Carolina. Sterling Trace is ideally located immediately adjacent to a Food Lion Shopping Center and enjoys excellent visibility along Salisbury's heavily traveled Jake Alexander Boulevard. Residents benefit from the property's proximity to shopping as well as various employment sectors

The project consists of a mix of two- and three-bedroom apartments. Units are equipped with Energy-Star appliances, ranges, washer and dryer connections, cable connections, mini-blinds, walk-in closets in select rooms and exterior storage units. Development amenities include a clubhouse with on-site management officers, playground, computer center, covered picnic area, gazebo and exercise room with modern equipment.

Address	180 Emerson Lane, Salisbury, NC
Number Units	80
Type	General Occupancy
Completion	2014
Financing	LIHTC, State Tax Credit, HUD 221d4
Developer	PIRHL & Creative Development Group
G. Contractor	PIRHL



ENGLEWOOD SENIOR HOUSING

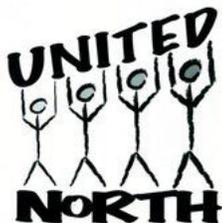
Toledo, Ohio

Located on Monroe Street in Toledo's central city neighborhood, Englewood Senior Housing offers 38 apartment units for seniors aged 55 and older. PIRHL constructed this 3-story building after demolishing three blighted structures along this main corridor, located less than a quarter mile from an intersection offering several retail amenities and a pharmacy.

Each 855 square foot apartment unit offers two bedrooms and one bathroom. Each unit offers washer/dryer hook-ups, walk-in storage closet, pantry, range, refrigerator, central HVAC and carpeting. Floor plan designs were given careful consideration by the development team to promote community among neighbors. To that end, apartment doorway in each corridor are congregated together to facilitate awareness and security among residents.

The development features large community room with an outdoor patio, on-site management, conference room, a 3rd floor central living room which opens to an exterior patio. These spaces are designed to accommodate supportive service coordination and quality of life activities like educational speakers, resident gatherings and myriad other activities tailored to the resident population.

Address	2731 Monroe Street, Toledo, OH
Number Units	38
Type	Senior Housing
Completion	2008
Financing	OHFA, LIHTC
Developer	PIRHL, United North Corporation
G. Contractor	PIRHL





ST. HEDWIG SENIOR HOUSING

Toldeo, Ohio

PIRHL, in collaboration with United North Corporation are developing St. Hedwig Senior Housing, a 38-unit apartment building serving seniors, ages 55 and older. St. Hedwig Senior Housing involves the adaptive reuse of the former St. Hedwig School which was constructed in 1903, and the new construction of an accessible adjacent building. This development helps to revitalize a historic neighborhood in a market with a strong demand for senior housing options.

St. Hedwig consists of 30 one-bedroom, 796 square foot apartments and 8 two-bedroom, 996 square foot apartment, a large community room with kitchenette, on-site management, laundry facilities and controlled building access. Residents of St. Hedwig Senior Housing will benefit from an extensive network of on-site and nearby services. Residents will be able to participate in an innovative partnership with the Lucas County Canine Care and Control M.A.S.T.E.R.S. (Matching Animals and Seniors for Training, Education and Rehabilitation Services) program.

Located a half a block from the Lagrange Street Neighborhood Business District, St. Hedwig residents will benefit from neighborhood retail and personal services as well as close proximity to downtown Toledo.

Address | 225 Dexter Street, Toledo, Ohio 43608
 Number Units | 38
 Type | Senior Housing
 Completion | 2018
 Financing | OHFA, LIHTC
 Developer | PIRHL & United North Corporation
 G. Contractor | PIRHL



CUYAHOGA COUNTY

BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

September 30, 2020

Dear Mayor Blackwell,

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "...must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district."

The Director of the Ohio Department of Health annually certifies this provision of health services. To remain certified, contracts need to be approved by city councils and returned to the Cuyahoga County Board of Health by December 31.

The per capita contract rate for public health services we provide to your community for the 2021 calendar year will be \$5.45. This is the same rate as the 2020 contract. The new contract will be sent to you by the end of this month along with a list of the public health programs and services that we make available to the residents of our communities.

The unprecedented scope and magnitude of the COVID-19 pandemic had deeply impacted our entire community, the state and the nation. Our agency has played a central role in the local emergency response to the COVID-19 virus since the pandemic began in March. Here is a list of our major response activities and accomplishments to date:

CASE MANAGEMENT

- Investigation, isolation and quarantine of over 23,000 COVID-19 cases and close contacts to date to reduce community transmission

COLLABORATION

- Delivered trainings for a variety of school personnel in cooperation with the Educational Service Center of Northeast Ohio
- Provided staffing to the Cuyahoga County Emergency Operations Center and Joint Information Center
- Staffing the Cuyahoga County Personal Protective Equipment Distribution Center
- Weekly calls with community hospitals partners about testing, treatment community response and surge assessment

DAILY DUTIES

- Weekday staffing of a Call Center that educates and advises businesses, governmental agencies, faith-based communities, childcare environments, schools and the general public - average of 150 calls per day
- Enforcing state orders and reviewing and approving prevention and compliance plans for businesses, schools, universities, non-profits and governmental agencies

- Maintaining a 7 day per week response operation for case investigation and contract tracing
- Recognition, evaluation and control of COVID-19 clusters to suppress community spread

LONG-TERM CARE

- Consultative support for long term care facilities about clinical and environmental hygiene, person protective equipment and disease prevention
- Weekly reporting of cases and fatalities among long term care facilities to the state

MEDIA

- Weekly press updates to share case trends and related epidemiological data
- Providing education and guidance through www.ccbh.net and our social media outlets

SAFETY FORCES

- Regular consultation about prevention, state guidance, and trends
- Weekly calls with EMS providers for situational awareness and prevention

SCHOOLS

- Ongoing assistance with compliance, logistics, planning and training
- Weekly calls with the 32 public school districts and various private schools within our jurisdiction
- Weekly reporting of cases in schools to the state department of health

TESTING

- Coordination of community testing sites that have reached over 10,000 people to date
- Consultative support and targeted testing in homeless shelters, adult care homes for the developmentally disabled, low-income senior housing and other settings at high risk for COVID-19 transmission

Looking ahead, we will be working with our community partners to reduce the risk of co-infection from influenza and COVID-19 during the current flu season, which runs from September 2020 through April 2021. We continue to plan for the implementation of a COVID-19 vaccination campaign that will be instituted in coordination with state and federal partners. We also remain committed to providing as broad a range of public health services as possible during this ongoing public health crisis.

Please contact me at 216.201.2011 if you have questions regarding your contract for public health services.

Sincerely,



Terry Allan, MPH, RS
Health Commissioner

**City of Maple Heights
Council Expenditures over \$3,500.00
Wednesday, October 21, 2020**

Date Requested	APPROVAL NUMBER	Requested By	Fund/Dept. Account	Fund	Department	Account Name	Beginning Overall "Professional Services/ Other" Budget	Department Cost	Remaining Overall "Professional Services/ Other" Budget Balance	VENDOR	ITEM and DESCRIPTION	Addtl \$ Needed	Transfer from Budget Acct
10/15/2020	2020-069	Service Director	270.6100.55070	SCMR	Streets	Equipment	\$866,200.44	\$5,700.00	\$860,500.44	Judco Truck Equipment	9' Snow Plow & Installation		
<i>Total Cost for Approval:</i>								\$5,700.00					
10/16/2020	2020-070	Police Chief	100.7160.55070	General	Lands & Buildings	Equipment	\$353,190.54	\$91,289.48	\$261,901.06	Business Communication Specialists	New Phones for City Hall, Police, Fire, Senior Ctr, and Service with Call Recording		
<i>Total Cost for Approval:</i>								\$91,289.48					

GRAND TOTAL \$5,700.00

10/6/2020	2020-068	Service Director	100.7160.55079	General	Lands & Buildings	Traffic Signal Repair	\$ 3,803.00	Signal Service		Approved by Council President 10/08/20			
<i>Preapproved Total</i>							\$ 3,803.00						

All Approved _____ YES _____ NO _____

Pull Out # _____ Additions # _____

Pull Out # _____ Additions # _____

Pull Out # _____ Additions # _____

Council President

Signal Service Company

Phone: (216) 662-4820/21

Fax: (216) 662-4823

Email: signal@signalservicecompany.net

4341 Cranwood Parkway • Warrensville Heights, Ohio 44128

CONTROLS
TRAFFIC SIGNALS
INSTALLATION AND
MAINTENANCE

CITY OF MAPLE HEIGHTS
5353 LEE ROAD
MAPLE HEIGHTS, OHIO 44137

SEPTEMBER 28, 2020

QUOTE: MAP1-004

ATTN: TONY CIRESI, SERVICE DIRECTOR

APPROVED _____ DECLINED _____

QUOTATION

We are pleased to quote on the installation and/or purchase of Traffic Signal Equipment at the intersection of:

BROADWAY & LIBBY

8-28-20 DT# 183842

MADE TEMPORARY REPAIRS TO NORTH WEST CORNER PEDESTRIAN SIGNAL EQUIPMENT
DUE TO ACCIDENT DAMAGE. REPAIRED TRAFFIC SIGNAL CONTROL CABINET BACK PANEL

TO COMPLETE REPAIRS:

REPLACE 2-WAY PEDESTRIAN SIGNAL EQUIPMENT, AND CONTROL CABLE

Date _____ PO# _____

Authorized Acceptance Signature _____

Above signed agrees to pay in full 30 days upon completion of work.

NOTE: Prices subject to change after 3 months.

"An Equal Opportunity Employer"

Complete Price Materials and Installation \$3,803.00

Complete Price Materials Only _____

Approximate Price _____

Sales Tax _____

Total \$3,803.00

Quoted By David Bortz

Expense Report

AS OF: 10/08/2020

YEAR: 2020

STARTING ACCOUNT: 100716052062

ENDING ACCOUNT: 100716057014

100

GENERAL FUND

ACCOUNT NO./	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBRANCE/ M-T-D EXP	UNENC BALANCE
	LANDS AND BUILDING					
7160						
100-7160-52062	Office Supplies		1080.00	618.70	459.98	1.32
100-7160-52063	Operating Supplies		10335.00	6383.14	3947.06	4.80
100-7160-52065	Paper		1220.00	139.96	0.00	1080.04
100-7160-52066	Copy Machines		1850.00	1340.91	446.97	62.12
100-7160-52150	Telephone		60000.00	46789.08	13107.50	103.42
100-7160-52155	Electric		97363.65	72198.11	21399.76	3765.78
100-7160-52165	Gas		45000.00	29820.28	11948.37	3231.35
100-7160-52175	Water		12000.00	7039.59	4740.73	219.68
100-7160-52185	Cable/Internet		961.35	956.50	0.00	4.85
100-7160-55000	Other Administrative		700.00	0.00	0.00	700.00
100-7160-55015	Professional Fees		3735.00	65.00	0.00	3670.00
100-7160-55017	Refunds/Reimbursements		150.00	75.92	0.00	74.08
100-7160-55066	Leases		10000.00	7841.78	964.84	1193.38
100-7160-55070	Equipment		3200.00	2100.00	0.00	1100.00
100-7160-55071	Maintenance		46080.00	22957.56	13880.61	9241.83
100-7160-55072	Vehicle Parts/ Repairs		5000.00	673.88	1412.80	2913.32
100-7160-55079	Traffic Signal Repairs		10000.00	3938.80	3410.00	2651.20
100-7160-55082	Uniforms		750.00	416.86	263.07	70.07
100-7160-55900	IT Expenses		95200.80	86583.80	8616.00	1.00
100-7160-55902	Insurance		215000.00	57929.00	163159.50	6088.50-
100-7160-57008	2019 CDBG- ELEVATOR		150000.00	0.00	0.00	150000.00
100-7160-57009	2020 CDSG- ELEVATOR		50000.00	0.00	0.00	50000.00
100-7160-57010	2019 CDSG- SPRAY GROUND		50000.00	36782.86	660.00	12557.14
100-7160-57012	NOPEC LIGHTING GRANT		79264.50	24146.91	0.00	55117.59
100-7160-57013	Lee/Libby Cost Share Pocket Park		167000.00	134804.38	5357.99	26837.63
100-7160-57014	OHIO CAPITAL BUDGET		94560.00	51844.28	0.00	42715.72
TOTAL 7160	LANDS AND BUILDING		1210450.30	595447.30	253775.18	361227.82
TOTAL 100	GENERAL FUND		1210450.30	595447.30	253775.18	361227.82
TOTAL REPORT:			1210450.30	595447.30	253775.18	361227.82

JUDCO Truck Equipment

Quotation

MAPLE HEIGHTS
5501 DUNHAM RD
MAPLE HEIGHTS, OH 44137

OFFICE 216-587-9015
FAX 216-518-9724
CELL

ATTN: TONY CIRESI

QUOTATION #20201008

SNOW PLOW

WESTERN 9' PRO PLUS SNOW PLOW
ULTRAMOUNT CUSTOM MOUNT
NIGHTHAWK PLOW LIGHTS
CENTRIAL HYDRAULIC CONTROL
RUBBER SNOW DEFLECTOR
2 YEAR FULL WARRANTY ON ALL EQUIPMENT
REMOVE MEYERS MOUNT AND WIRING
INSTALLED

PRICE ----- \$ 5,700.00 NET PER UNIT

THANK YOU

RESPECTFULLY SUBMITTED

JUDCO TRUCK EQUIPMENT

BY *Rob Judge*

CONTRACT ACCEPTANCE

SIGNED / PO # _____ TITLE _____

Proud to be an American Company

JUDCO, INC. P. O. BOX 358 ELYRIA, OH 44036 440-322-6604 Fax 440-323-7569

800-392-7263 www.judco-inc.com

Expense Report

AS OF: 10/16/2020

YEAR: 2020

STARTING ACCOUNT: 270610052063

ENDING ACCOUNT: 270610059999

270 S.C.M.& R.

ACCOUNT NO. /	ACCOUNT DESC / SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT / PRIOR YR ENC	Y-T-D EXP / PRIOR YR EXP	ENCUMBRANCE / M-T-D EXP	UNENC BALANCE
6100	STREETS					
270-6100-52063	Operating Supplies		10000.00	882.44	2427.50	6690.06
270-6100-52150	Telephone		1000.00	537.28	354.46	108.26
270-6100-55015	Professional Services		74724.58	6853.00	0.00	67871.58
270-6100-55016	Legal Notices		1400.00	360.00	0.00	1040.00
270-6100-55066	Lease-Sweeper		39438.00	19719.00	0.00	19719.00
270-6100-55070	Equipment		25000.00	15276.11	0.00	8199.14
270-6100-55071	Maintenance		6500.00	2423.18	1524.75	3439.64
270-6100-55072	Vehicle Parts/ Repairs		50000.00	31924.03	637.18	3439.64
270-6100-55078	Pavement Repair		224315.30	159315.30	6058.73	12017.24
270-6100-55079	Road Repair Program		160000.00	3808.00	35000.00	30000.00
270-6100-55080	Gas/Fuel		63655.42	14447.50	0.00	156192.00
270-6100-55082	UNIFORMS		650.00	285.43	39473.15	9734.77
270-6100-55095	Outside Contractors		30000.00	0.00	0.00	364.57
270-6100-56001	Asphalt Supplies		65000.00	42023.98	19811.70	10188.30
270-6100-56002	Concrete Supplies		20000.00	5684.76	4046.02	18930.00
270-6100-56003	Salt Supplies		107500.00	67679.58	3015.24	11300.00
270-6100-56004	Safety Supplies		1500.00	148.19	7840.96	31979.46
270-6100-56005	Street Paint Supplies		10000.00	0.00	51.81	1300.00
270-6100-56008	Dunham Road (Turney to Corp Line)		300000.00	31578.00	0.00	10000.00
270-6100-56009	DEOG Projects		200000.00	1295.58	0.00	268422.00
TOTAL 6100			1390683.30	404241.36	120241.50	198704.42
TOTAL 270	S.C.M.& R.		1390683.30	404241.36	120241.50	866200.44
TOTAL REPORT:			1390683.30	404241.36	120241.50	866200.44



Cenweld Corp
 4502 Boyce Parkway
 Stow OH 44224
 Phone:(330) 923-9717
 Fax:(330) 923-5872
 www.cenweld.com

QUOTE

Quote ID: Q11410

Quote Date: 10/9/2020

Quote Valid Until: 11/8/2020

Customer: 13771

City of Maple Heights Service
 Department
 5501 Dunham Road

Contact: Ken Friedl

Phone: (216) 587-9014

Email Address: KFriedl@mapleheightsohio.com

Salesperson: Dan Mitocky

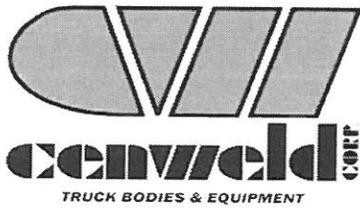
Maple Heights, OH 44137

Make	Model	Year	CA	VIN
Ford	F-350	2009	N/A	TBD

Quantity	Description	Unit Price	Amount
1 EA	Meyer 8.5' Snow Plow - Municipal Model: Lot Pro 8.5 Length: 8' 6" Height: 32" Avg. Width at Full Angle: 92" Moldboard: 12 ga. steel Trip Mechanism: Full trip Vertical Ribs: 6 Trip springs: 4 Cutting Edge: 1/2" x 6" Angling Rams: 1-1/2" x 10" Lift Cylinder: 1-3/4" x 8" Headlights: LED Power Supply: Central hydraulic Weight: 801 lb.	\$5,225.00	\$5,225.00
1 EA	Meyer 9' Snow Plow - Municipal Model: Lot Pro 9.0 Length: 9' Height: 32" Avg. Width at Full Angle: 97" Moldboard: 12 ga. steel Trip Mechanism: Full trip Vertical Ribs: 6 Trip springs: 4 Cutting Edge: 1/2" x 6" Angling Rams: 1-1/2" x 10" Lift Cylinder: 1-3/4" x 8" Headlights: LED Power Supply: Central hydraulic Weight: 816 lb.	\$5,428.00	\$5,428.00
1 EA	Meyer 8.5' Snow Plow - Plow Side Only - Municipal Truck to retain existing mounting Includes universal clevis for Plus mounting	\$4,830.00	\$4,830.00
1 EA	Meyer 9' Snow Plow - Plow Side Only - Municipal Truck to retain existing mounting Includes universal clevis for Plus mounting	\$5,035.00	\$5,035.00

Sub Total:	\$20,518.00
Sales Tax:	\$0.00
Grand Total:	\$20,518.00

Notes:



Cenweld Corp
4502 Boyce Parkway
Stow OH 44224
Phone:(330) 923-9717
Fax:(330) 923-5872
www.cenweld.com

QUOTE

Quote ID: Q11410

Quote Date: 10/9/2020

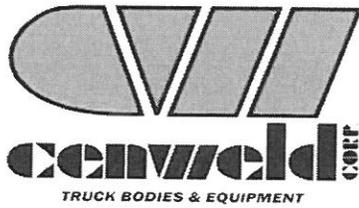
Quote Valid Until: 11/8/2020

Page 2 of 2

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

- * Labor and installation is included in all pricing (Unless Noted).
- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.



Cenweld Corp
 4502 Boyce Parkway
 Stow OH 44224
 Phone:(330) 923-9717
 Fax:(330) 923-5872
 www.cenweld.com

QUOTE

Quote ID: Q11411

Quote Date: 10/9/2020

Quote Valid Until: 11/8/2020

Customer: 13771

City of Maple Heights Service
 Department
 5501 Dunham Road

Contact: Ken Friedl

Phone: (216) 587-9014

Email Address: KFriedl@mapleheightsohio.com

Maple Heights, OH 44137

Salesperson: Dan Mitocky

Make	Model	Year	CA	VIN
Ford	F-350	2009	N/A	TBD

Quantity	Description	Unit Price	Amount
1 EA	Fisher 8' 6" Snow Plow - Municipal Model: HD2 Length: 8' 6" Height: 29" Avg. Width at Full Angle: 91" Moldboard: 12 ga. steel Trip Mechanism: Bottom trip Vertical Ribs: 10 Trip springs: 4 Cutting Edge: 1/2" x 6" Angling Rams: 1-1/2" x 12" Lift Cylinder: 1-1/2" x 10" Headlights: Halogen Power Supply: Central hydraulic Weight: 750 lb.	\$4,636.00	\$4,636.00
1 EA	Fisher 9' Snow Plow - Municipal Model: HD2 Length: 9' Height: 29" Avg. Width at Full Angle: 97" Moldboard: 12 ga. steel Trip Mechanism: Bottom trip Vertical Ribs: 10 Trip springs: 4 Cutting Edge: 1/2" x 6" Angling Rams: 1-1/2" x 12" Lift Cylinder: 1-1/2" x 10" Headlights: Halogen Power Supply: Central hydraulic Weight: 770 lb.	\$4,747.00	\$4,747.00

Sub Total:	\$9,383.00
Sales Tax:	\$0.00
Grand Total:	\$9,383.00

Notes:

Customer must fill out the information below before the order can be processed...

Accepted by:	
--------------	--



Cenweld Corp
4502 Boyce Parkway
Stow OH 44224
Phone:(330) 923-9717
Fax:(330) 923-5872
www.cenweld.com

QUOTE

Quote ID: Q11411

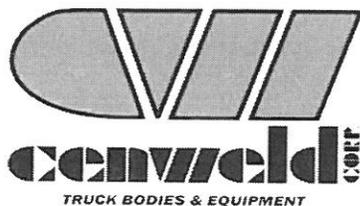
Quote Date: 10/9/2020

Quote Valid Until: 11/8/2020

Page 2 of 2

Date:	
P.O. Number:	

- * Labor and installation is included in all pricing (Unless Noted).
- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.



Cenweld Corp
 4502 Boyce Parkway
 Stow OH 44224
 Phone:(330) 923-9717
 Fax:(330) 923-5872
 www.cenweld.com

QUOTE

Quote ID: Q11390

Quote Date: 10/9/2020

Quote Valid Until: 11/8/2020

Customer: 13771

City of Maple Heights Service
 Department
 5501 Dunham Road

Contact: Ken Friedl

Phone: (216) 587-9014

Email Address: Kfriedl@mapleheightsohio.com

Maple Heights, OH 44137

Salesperson: Dan Mitocky

Make	Model	Year	CA	VIN
Ford	F-350	2008	60"	TBD

Quantity	Description	Unit Price	Amount
1 EA	Remove & discard existing dump body / hoist assembly Install Galion 100USD-9 Steel Dump Body 132"L x 84"W, 18" sides, 24" ends. 3.5-4.7 cu. yd. Capacity Est. Body weight is 1,600 lbs. 6" structural channel longmembers, 3" structural channel crossmembers Cast steel quick release upper tailgate hardware Cast steel overshot lower tailgate hardware Manual tailgate release handle Three panel D/A tailgate with long chains and banjo plates Fully boxed top rail, material shedding lower rub rail Two intermediate vertical braces per side Body shell constructed of 10 ga. grade 50 high tensile steel Floor is 10 ga. grade 50 high tensile steel with 2" floor to side radius Thermoset zinc primer / thermoset black powder coat finish LED cab shield marker lights, side marker lights, and S/T/T & reverse lighting ICC cluster lights to comply with FMVSS108 Body options included: 1/2 x 84" wide cab protector Champion CS615-09 hoist, 12.8 ton capacity Est. Hoist weight is 500 lbs. 6" cylinder bore, 15" stroke, double-acting Hoist to use truck's existing hydraulics / body controls Truck to retain existing hitch plate / bumper	\$7,500.00	\$7,500.00

Sub Total:	\$7,500.00
Sales Tax:	\$0.00
Grand Total:	\$7,500.00

The following options may be added:

Part	Description	Quantity	Unit Price	Amount	Add to Quote
NI	Upcharge for 304 #4 stainless steel body	1 EA	\$4,870.00	\$4,870.00	Yes / No

Notes:

Customer must fill out the information below before the order can be processed...



Cenweld Corp
4502 Boyce Parkway
Stow OH 44224
Phone:(330) 923-9717
Fax:(330) 923-5872
www.cenweld.com

QUOTE

Quote ID: Q11390

Quote Date: 10/9/2020

Quote Valid Until: 11/8/2020

Page 2 of 2

Accepted by:	
Date:	
P.O. Number:	

- * Labor and installation is included in all pricing (Unless Noted).
- * Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- * Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

COME SEE US!



7400 OAK LEAF ROAD
OAKWOOD VILLAGE, OH
44146

(/CONTACT-
US)



MAP & HOURS (/CONTACT-US)

GIVE US A CALL: (440) 232-4311
(TEL:+14402324311)

CONNECT: f

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2020 Meyer Lot Pro 9.0 Poly Standard Operating System Snow Plow

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itemID=2104416&year=2020&model=LPS090P&stock=LPS090P&itemStock=LPS090P&trailerStock=LPS090P&productInquiry=LPS090P&trailerName=meyer-lot-pro-9-m2Pi%257CATE.html&imageLocation=https%3A%2F%2Fdealer-cdn.com%2FgPOaSj%2F6Amaq%2F2020_Meyer_L

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Item Location

JTI, Inc.
www.jtiinc.com
sales@jtiinc.com
7400 Oak Leaf Road
Oakwood Village, OH, 44146
(440) 232-4311

Stock No: LPS090P

(https://dealer-cdn.com/gPOaSj/c6Amaq/2020_Meyer_Lot_Pro_9.0_Poly_Standard_Operating_System_Snow_Plow_s9X...
Our Price: \$6,147.60 (2628040.png)



Condition: new
Year: 2020
Manufacturer: Meyer
Model: LPS090P

Cleveland's Own Meyers Snow Plow! Myers has the best warranty in the business at FIVE years! This plow is good for commercial applications.

Get your Meyers snow plow NOW With deep Savings!!!

This price includes install!!!!

REQUEST MORE INFO

2020 Meyer Lot Pro 9.0 Poly Standard Operating System Snow Plow

Please enter your contact information and one of our representatives will get back to you with more information.

First Name*

Last Name*

Preferred Contact* Phone

Email Address

Phone Number*

Zip Code

Comments

Submit

[Click to Text from Phone](#)

Map



Payment Calculator

Down Payment

Loan Amount

A.P.R.

Term

Estimated Monthly Payment:

Calculate

Interest rates vary by person and trailer. All payments are estimates. Tax, title and any other fees are extra.

(<https://www.google.com/maps?q=7400%20Oak%20Leaf%20Road%2C%20Oakwood%20Village%2C%20OH%2044146>)

Other Recommendations



2020 Meyer Lot Pro 9.0 Poly Standard Operating System Snow Plow
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2020 Meyer Lot Pro Light Duty 7.5 Poly Operating System Snow Plow
[View Details \(/2020-meyer-lot-pro-light-duty-7-R1Pi.html\)](#)

2020 Meyer Lot Pro Light Duty 7.5 Poly Traditional Snow Plow
[View Details \(/2020-meyer-lot-pro-light-duty-7-F1Pi.html\)](#)

2020 Meyer SUPER BLADE 8.5-10.5 Snow Plow
[View Details \(/2020-meyer-super-blade-8-5-10-E1Pi.html\)](#)

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Apply | [itemID=2104416&year=2020&model=LPS090P&stock=LPS090P&itemStock=LPS090P&trailerStock=LPS090P&productInquiry=LPS090P&trailerName=meyer-lot-pro-9-m2Pi%257CATE.html&imageLocation=https%3A%2F%2Fdealer-cdn.com%2FgPOaSj%2Fc6Amaq%2F2020_Meyer_L](#)

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[\(MAILTO:SALES@JTIINC.C](mailto:sales@jtiinc.com)

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162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcslp.com

QUOTE

Number AAAQ11998-08
Date Oct 16, 2020

Sold To

City of Maple Heights
 Lt. Michael Gazer
 5353 Lee Rd
 Cleveland, OH 44137-2574
 United States

Phone (216) 587-9613
Fax

Ship To

City of Maple Heights
 Lt. Michael Gazer
 5353 Lee Rd
 Cleveland, OH 44137-2574
 United States

Phone (216) 587-9613
Fax

Your Sales Rep

Bryon Palitto
 330-335-7271
 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
City Hall					
1	50008283 HQ Server in existing Virtual Server environment	\$2,200.00		\$0.00	\$0.00
1	Virtual Conference Unit	\$0.00		\$0.00	\$0.00
1	Virtual Phone Switch (DR)	\$0.00		\$0.00	\$0.00
1	10581 ShoreGear ST100A Switch	\$4,000.00	D40	\$2,400.00	\$2,400.00
1	10223 Rack Mounting Tray	\$95.00		\$65.00	\$65.00
1	30149 Connect Onsite Advanced License: Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator	\$499.00	D40	\$299.40	\$299.40
35	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$4,179.00
7	30145 Connect Onsite Courtesy License: (6 for fax, 1 for Conference Phone)	\$99.00	D40	\$59.40	\$415.80
37	10577 480G Phone	\$385.00	D40	\$231.00	\$8,547.00
1	SIParator for 14 SIP Trunks	\$0.00		\$2,188.08	\$2,188.08
14	30043 SIP Trunk Software License	\$50.00	D40	\$30.00	\$420.00

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
Police Department					
1	10581 ShoreGear ST100A Switch	\$4,000.00	D40	\$2,400.00	\$2,400.00
1	10588 ShoreGear ST24A Switch	\$3,750.00	D40	\$2,250.00	\$2,250.00
1	10223 Rack Mounting Tray	\$95.00		\$65.00	\$65.00
1	30044 Additional Site License	\$495.00	D40	\$297.00	\$297.00
1	30149 Connect Onsite Advanced License: Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator	\$499.00	D40	\$299.40	\$299.40
22	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$2,626.80
3	30145 Connect Onsite Courtesy License: (2 for fax, 1 for Conference Phone)	\$99.00	D40	\$59.40	\$178.20
4	30145 Connect Onsite Courtesy License: (Extension only - downstairs)	\$99.00	D40	\$59.40	\$237.60
2	30145 Connect Onsite Courtesy License: (Extension only - lobby)	\$99.00	D40	\$59.40	\$118.80
4	30145 Connect Onsite Courtesy License: (Extension only - jail)	\$99.00	D40	\$59.40	\$237.60
2	30145 Connect Onsite Courtesy License: (Extension only - interview rooms)	\$99.00	D40	\$59.40	\$118.80
24	10577 480G Phone	\$385.00	D40	\$231.00	\$5,544.00
1	SIParator for 14 SIP Trunks	\$0.00		\$2,188.08	\$2,188.08
14	30043 SIP Trunk Software License	\$50.00	D40	\$30.00	\$420.00

Fire Department #1

1	10580 ShoreGear ST50A Switch	\$2,500.00	D40	\$1,500.00	\$1,500.00
1	10223 Rack Mounting Tray	\$95.00		\$65.00	\$65.00
1	30044 Additional Site License	\$495.00	D40	\$297.00	\$297.00
12	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$1,432.80
1	30145 Connect Onsite Courtesy License: (1 for fax)	\$99.00	D40	\$59.40	\$59.40
12	10577 480G Phone	\$385.00	D40	\$231.00	\$2,772.00

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
Fire Department #2					
1	10580 ShoreGear ST50A Switch	\$2,500.00	D40	\$1,500.00	\$1,500.00
1	10223 Rack Mounting Tray	\$95.00		\$65.00	\$65.00
1	30044 Additional Site License	\$495.00	D40	\$297.00	\$297.00
8	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$955.20
1	30145 Connect Onsite Courtesy License: (1 for fax)	\$99.00	D40	\$59.40	\$59.40
8	10577 480G Phone	\$385.00	D40	\$231.00	\$1,848.00
Senior Center					
11	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$1,313.40
1	30145 Connect Onsite Courtesy License: (1 for fax)	\$99.00	D40	\$59.40	\$59.40
11	10577 480G Phone	\$385.00	D40	\$231.00	\$2,541.00
Service Garage					
5	30147 Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$597.00
1	30145 Connect Onsite Courtesy License: (1 for fax)	\$99.00	D40	\$59.40	\$59.40
5	10577 480G Phone	\$385.00	D40	\$231.00	\$1,155.00

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
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All Sites

Call Recording

1	S0001	Chronicall with Standard Reports (1-100 Extensions)	\$1,598.00		\$1,598.00	\$1,598.00
1	S0128	Recording Library (VRTX)	\$1,598.00		\$1,598.00	\$1,598.00
16	VRTX-RP	VRTX-RP - VRTX Recording Port	\$398.00		\$398.00	\$6,368.00
1	VRTX-SIP	VRTX SIP Compatible VRTX Device	\$498.12		\$498.12	\$498.12
1		VRTX Device Shipping	\$60.00		\$60.00	\$60.00
1	SS1011	Xima Care Support Contract 8 X 5	\$1,156.00		\$1,156.00	\$1,156.00
196	51308575	Mitel Revolution Emergency Notification - SLED Bundle. (Each bundle includes 1 Desktop Client, 1 Mobile Device and 1 Endpoint).	\$0.00		\$16.80	\$3,292.80
1	SHIP	Shipping Charges	\$0.00		\$200.00	\$200.00
1	94111	Mitel Partner Support - 1 Year No Phones includes System Monitoring	\$0.00		\$5,047.00	\$5,047.00
1		Installation & Configuration	\$0.00		\$16,250.00	\$16,250.00
21		Hours of Training (14 1 & 1/2 Hr Sessions)	\$0.00		\$150.00	\$3,150.00

NOTE: Includes all Voicemail only users with no charge

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: _____

Date: _____

Signature: _____

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

SubTotal	\$91,289.48
Tax	\$0.00
Shipping	\$0.00
Total	\$91,289.48



Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
 - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Marketing Sales Solutions Inc

2 Business name/disregarded entity name, if different from above

Business Communication Specialists

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

162 Main Street

6 City, state, and ZIP code

Wadsworth, OH 44281

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

0	4	-	3	6	8	7	2	9	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Eri With

Date ▶ 5/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Expense Report

AS OF: 10/19/2020

YEAR: 2020

STARTING ACCOUNT: 1007160520000

ENDING ACCOUNT: 1007160599999

100

GENERAL FUND

ACCOUNT NO. /	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBRANCE/ M-T-D EXP	UNENC BALANCE
LANDS AND BUILDING						
7160	Office Supplies	1080.00	618.70	459.98	1.32	51.90-
100-7160-52062	Operating Supplies	10335.00	6383.14	4003.76	0.00	1080.04
100-7160-52063	Paper	1220.00	139.96	0.00	0.00	62.12
100-7160-52065	Copy Machines	1850.00	1340.91	446.97	0.00	2971.58-
100-7160-52066	Telephone	60000.00	46789.08	16182.50	0.00	3765.78
100-7160-52150	Electric	97363.65	72198.11	21399.76	0.00	3231.35
100-7160-52155	Gas	45000.00	29820.28	11948.37	0.00	219.68
100-7160-52165	Water	12000.00	7039.59	4740.73	0.00	844.34
100-7160-52175	Cable/Internet	2125.00	956.50	324.16	0.00	700.00
100-7160-52185	Other Administrative	700.00	0.00	0.00	0.00	3670.00
100-7160-55000	Professional Fees	3735.00	65.00	0.00	0.00	74.08
100-7160-55017	Refunds/Reimbursements	150.00	75.92	0.00	0.00	1133.48
100-7160-55066	Leases	10000.00	7901.68	964.84	0.00	1100.00
100-7160-55070	Equipment	3200.00	2100.00	0.00	0.00	9111.83
100-7160-55071	Maintenance	46080.00	22957.56	14010.61	0.00	1161.15
100-7160-55072	Vehicle Parts/ Repairs	5000.00	673.88	3164.97	0.00	1151.80-
100-7160-55079	Traffic Signal Repairs	10000.00	3938.80	7213.00	0.00	70.07
100-7160-55082	Uniforms	750.00	416.86	263.07	0.00	1.00
100-7160-55900	IT Expenses	95200.80	86583.80	8616.00	0.00	6088.50-
100-7160-55902	Insurance	215000.00	57929.00	163159.50	0.00	150000.00
100-7160-57008	2019 CDEG- ELEVATOR	150000.00	0.00	0.00	0.00	50000.00
100-7160-57009	2020 CDSG- ELEVATOR	50000.00	0.00	0.00	0.00	12557.14
100-7160-57010	2019 CDSG- SPRAY GROUND	50000.00	36782.86	660.00	0.00	55117.59
100-7160-57012	NOPEC LIGHTING GRANT	79264.50	24146.91	0.00	0.00	26837.63
100-7160-57013	Lee/Libby Cost Share Pocket Park	167000.00	134804.38	5357.99	0.00	42715.72
100-7160-57014	OHIO CAPITAL BUDGET	94560.00	51844.28	0.00	0.00	353190.54
TOTAL 7160		1211613.95	595507.20	262916.21		
TOTAL 100	GENERAL FUND	1211613.95	595507.20	262916.21		353190.54
TOTAL REPORT:		1211613.95	595507.20	262916.21		353190.54