

**CITY OF MAPLE HEIGHTS  
COUNCIL MEETING AGENDA**

**Maple Heights Senior Center**

**February 21, 2018**

- |     |                                  |   |
|-----|----------------------------------|---|
| 1.  | Caucus:                          | All members of Council  |
| 2.  | Call to Order:                   | Council President Ron Jackson   |
| 3.  | Invocation/Pledge of Allegiance: | Councilwoman Ebony Miller   |
| 4.  | Roll Call:                       | Council Clerk Leonette Cicirella  |
| 5.  | Special Presentation:            | Community Life and Education Committee  |
| 6.  | Addendum:                        |   |
| 7.  | Approval of Minutes:             | August 2, 2017 (Regular Meeting of Council)<br>January 3, 2018 (Regular Meeting of Council) |
| 8.  | Communications:                  |   |
| 9.  | Council Committee Reports:       |   |
| 10. | Department Reports:              |   |
| 11. | Citizen's Comments:              | 3-minute limitation   |
| 12. | Legislation:                     |   |

**2018-12 AN ORDINANCE AMENDING THE AUTHORIZED PAY SCHEDULE FOR NON-BARGAINING UNIT CITY EMPLOYEES, EFFECTIVE FEBRUARY 1, 2018, AND DECLARING AN EMERGENCY.**

**Reading 2 (Miller)**

**2018-14 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTO MECHANICS LOCAL 1363-AFL-CIO FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY.**

**Reading 2 (Blackwell)**

**2018-15 AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND DECLARING AN EMERGENCY.**

**Reading 2 (Blackwell)**

**2018-16 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PROVISION OF DISPATCH SERVICES TO THE CITY EFFECTIVE JULY 1, 2018, AND DECLARING AN EMERGENCY.**

**Reading 2 (Blackwell)**

**2018-17 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR MILAN/HARLAN DRIVE SANITARY SEWER REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**Reading 2 (Blackwell)**

**2018-18 A RESOLUTION DECLARING THE OPERATION OF SPOTLIGHT RESTAURANT AND LOUNGE AND 1723 ENTERTAINMENT, INC., LOCATED AT 5154 WARRENSVILLE CENTER ROAD, TO BE A NUISANCE AND AUTHORIZING ABATEMENT OF THE NUISANCE PURSUANT TO CHAPTER 680 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

**Reading 2 (Blackwell)**

**2018-20 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY PAVING, INC. TO PROVIDE FOR THE CITY PARKS IMPROVEMENT – DUNHAM PARK PROJECT IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

13. Expenditures over \$1,000.00
14. Mayor's Report
15. Council & Council President's Report
16. Adjournment

**ORDINANCE NO. 2018-12**

**INTRODUCED BY:** Councilwoman Ebony Miller

**MOTION FOR ADOPTION BY:**

**AN ORDINANCE AMENDING THE AUTHORIZED PAY SCHEDULE FOR  
NON-BARGAINING UNIT CITY EMPLOYEES, EFFECTIVE FEBRUARY 1,  
2018, AND DECLARING AN EMERGENCY.**

**WHEREAS,** Council's Finance Committee has recommended that pursuant to Article IV of the City Charter and Cod. Ord. Sec. 260.29, the authorized Pay Schedule for non-bargaining unit employees, established by Ordinance No. 2011-101, passed December 12, 2011, be amended, effective February 1, 2018;

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

**Section 1.** Effective February 1, 2018, Council amends and authorizes the following Pay Schedule for all non-bargaining unit employees:

Building Inspector	\$29,000 to \$40,000
Building Inspector (Certified)	\$45,000 to \$60,000
Chief (Fire)	\$89,000 to \$110,000
Chief (Police)	\$89,000 to \$110,000
Council Clerk	\$29,000 to \$45,000
Director (Economic Development)	\$50,000 to \$80,000
Director (Finance)	\$70,000 to \$90,000
Director (Finance, Assistant)	\$50,000 to \$70,000
Director (Human Services)	\$50,000 to \$80,000
Director (Law)	\$89,000 to \$110,000
Director (Law, Assistant)	\$35,000 to \$50,000
Director (Service)	\$65,000 to \$85,000
Administration Assistant	\$30,000 to \$60,000
Executive Assistant	\$40,000 to \$60,000
Animal Warden	\$12 to \$20 per hr.
Housing Manager	<b>\$45,000 to \$60,000?</b>
Code Enforcement Officer	\$30,000 to \$55,000

Maintenance Worker	\$14 to \$22 per hr.
Janitor	\$10 to \$13 per hr.
Mayor's Court Administrator	\$35,000 to \$50,000
Auxiliary Police Officer:	
Officer	\$8.50 to \$9.50 per hr.
Corporal	\$10 to \$11 per hr.
Sergeant	\$10.25 to \$11.50 per hr.
Lieutenant	\$10.50 to \$12 per hr.
Captain	\$11.50 to \$12.50 per hr.
Jail Administrator	\$35,000 to \$50,000
Recreation Programs Coordinator	\$11 to \$13 per hr.
School Guard	\$9 to \$10 per hr.
Van Driver	\$11 to \$13 per hour
Transportation Coordinator	\$12 to \$15 per hour
Human Services Worker	\$30,000 to \$50,000
Food Service Coordinator	\$10 to \$14 per hr.
Food Service Aide	\$8.50 to \$10 per hr.
Payroll Coordinator	\$30,000 to \$45,000
Foreman	\$50,000 to \$70,000
Mechanic	\$12 to \$20 per hour
Paralegal	\$30,000 to \$60,000

**Section 2.** Ordinance No. 2011-101 is hereby repealed.

**Section 3.** 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 4.** This Ordinance constitutes an emergency measure necessary for the public safety, health and welfare and for the further reason that the Pay Schedule is to be effective February 1, 2018 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.

Ordinance No. 2018-12  
Page Three

PASSED: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga and 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 F. Cicirella, Clerk of Council



**Dave Yost**  
Ohio Auditor of State

**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Phillips, Paul**  
Organization: **Chagrin Valley Paving, Inc.**  
Date: **2/12/2018 11:46:44 AM**

This search produced the following list of **28** possible matches:

Name/Organization	Address
Lynch, Paul A	3910 Floral Ave.
Buchanon, Peggy	
Chaney Cement Contractors,	4500 Timber Ridge Dr.
Channel Learning Center,	759 Lilly Landing Lane
Charlton, Leonard R	6911 Roe St.
Ohio Township Association Risk Management Authorit	8 Ridge Avenue
Hierographics Online, LLC,	437 Silver Meadows Blvd.
Institute of Charter School Management and Resources,	368 South Patterson Boulevard
Lapikas, Paul	2304 Nottingham Street NW
Ledford, Paul	
Longbottom, Paul	7139 Paddison Road
Phillips, Leslie	6070 Mead Hollow
Phillips, Leslie	6070 Meade Hollow
Ohio Farmer's Insurance Company	123 Elm Street
Phillips, Bob	
Phillips, Sarah	3603 Killarney Court
Phillips, Serrer	104 North Elm Street
Cincinnati Insurance Company	104 North Elm Street
Ohio Casualty Insurance Company	37820 Longs Crossing Road
Phipps, Stephanie	3572 B Big Run Road
Pirate's Cove Graphics,	5555 Youngstown Warren Rd.
Ohio Townshipn Association Risk Management Authori	PO Box 82
Venice Group, Inc.	1565 Integrity Drive E.
Schaeffer, Herman	
Schaeffer, Joyce	
Schaffter, David	417 Main Street
Schaffter, David	908 Hidden Valley Drive

Name/Organization	Address
Veritas Cesar Chavez Academy,	c/o 1812 Central Parkway

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

**BY AND BETWEEN**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**CITY OF MAPLE HEIGHTS**

**FOR**

**MILAN/HARLAN DRIVE SANITARY REPLACEMENT PROJECT**

**THIS AGREEMENT** ("Agreement") is entered into as of the 1<sup>st</sup> day of January, 2018 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 314-17, adopted by the District's Board of Trustees on November 2, 2017 (Exhibit "A"), and the City of Maple Heights ("Member Community"), a City of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 201\_ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

**RECITALS:**

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Milan/Harlan Drive Sanitary Replacement project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"



WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. The MCIP Project**

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of reducing inflow and infiltration into the sanitary sewer and reducing the potential of sewage in basements and sanitary release into the environment (7 homes), as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D and the Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.
- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

**Article 2. Design and Construction of the MCIP Project**

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings. The District Representative shall receive progress meeting minutes from the Member Community within five (5) business days of the meeting for review and comment, as may be necessary.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall notify the District Representative of the awarded bid amount within seven (7) calendar days of the award.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

### **Article 3. Ownership, Operation, and Maintenance**

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of

the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

#### **Article 4. Project Costs and Funding**

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed One Hundred Fifty-Three Thousand Five Hundred Forty-Four and 65/100 Dollars (\$153,544.65) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2018 is \$153,544.65. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watersheds. The District shall withhold five percent (5%) or \$7,677.23 of the District Funds until the District receives final record drawings for the MCIP Project and the letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, Differing Site Conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2018 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 27, 2018 for work completed January 1, 2018– March 31, 2018;
- Second Request: Due July 31, 2018 for work completed April 1, 2018- June 30, 2018;
- Third Request: Due October 31, 2018 for work completed July 1, 2018 – September 30, 2018;
- Fourth Request: Due January 31, 2019 for work completed October 1, 2018 – December 31, 2018;
- Fifth Request: Due April 30, 2019 for work completed January 1, 2019 – March 31, 2019;
- Sixth Request: Due July 31, 2019 for work completed April 1, 2019- June 30, 2019;
- Seventh Request: Due October 31, 2019 for work completed July 1, 2019 – September 30, 2019; and
- Eighth Request: Due January 31, 2020 for work completed October 1, 2019 – December 31, 2019.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District and available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

**Article 5. Public Participation and Outreach**

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right To Reject. The District reserves the right to reject any signage, related to the MCIP Project.

**Article 6. Project Schedule and Warranty Period.**

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

**Article 7. Term.**

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

**Article 8. Insurance.**

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

**Article 9. Dispute Resolution.**

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representatives</b>	<b>Member Community Representatives</b>
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representatives</b>	<b>Member Community Representatives</b>
District Chief Legal Officer or CLO's designee	Law Director

- 9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

**Article 10. Remedies.**

- 10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

**Article 11. Notifications.**

- 11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Watershed Funding Administrator	City Engineer

**Article 12. Release of Liability.**

- 12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

**Article 13. Miscellaneous.**

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.



- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

**Article 14. Exhibits.**

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution

Exhibit "B" – Member Community's Authorizing Ordinance

Exhibit "C" – Request for MCIP Proposals

Exhibit "D" – Member Community's MCIP Application

Exhibit "E" - Member Community's Certification of Funds

Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF MAPLE HEIGHTS**

\_\_\_\_\_  
By: \_\_\_\_\_

The legal form and correctness  
of this instrument is approved.

By: \_\_\_\_\_  
ERIC LUCKAGE  
District's Chief Legal Officer

Date: \_\_\_\_\_, 2018

This Instrument Prepared By:  
Rebecca Schaltenbrand  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

*[FOR DISTRICT USE ONLY]*

## CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF MAPLE HEIGHTS

FOR

2018 MEMBER COMMUNITY INFRASTRUCTURE  
PROGRAM PROJECT:

MILAN/HARLAN DRIVE SANITARY  
REPLACEMENT

---

Total Approximate Cost:        \$153,544.65

---

The legal form and correctness of the within  
instrument are hereby approved.

---

CHIEF LEGAL OFFICER

---

Date

## CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

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CHIEF FINANCIAL OFFICER

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Date

**RESOLUTION NO.: 2018-14**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTO MECHANICS LOCAL 1363-AFL-CIO FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Service Director and Law Director have negotiated terms for a collective bargaining agreement for the time period January 1, 2018 through December 31, 2020 with representatives of the International Association of Machinists and Aerospace Workers, Auto Mechanics Local 1363-AFL-CIO for a bargaining unit consisting of full-time mechanics and park technicians employed by the City, which terms have been reviewed by Council;

**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 execute a collective bargaining agreement between the City of Maple Heights and the International Association of Machinists and Aerospace Workers, Auto Mechanics Local 1363-AFL-CIO in the form on file with the Law Department, setting forth wages, hours, and other terms and conditions of employment for full-time mechanics and park technicians to be effective as of January 1, 2018, except for any specific terms in the agreement which may have a different effective date, and to remain in effect through December 31, 2020. During the pendency or after the passage of this Resolution, the Law Director is authorized to correct any typographical, ministerial or *de minimus* items in the collective bargaining agreement that do not materially alter its intended results.

**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 peace, safety and general welfare of the City and for the further reason that authorization of employment terms and conditions is immediately necessary so as not to interfere with the day to day operations of the City, 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: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council

**ORDINANCE NO. 2018-15**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Finance Director has prepared a budget for the appropriation of monies for current expenses and other expenditures of the City of Maple Heights for the fiscal year ending December 31, 2018 ("2018 Appropriations Budget"), which is on file in the office of the Finance Director and attached hereto as Exhibit A and incorporated as if fully rewritten herein.

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

**Section 1.** Council hereby approves and adopts the 2018 Appropriations Budget, which is on file in the office of the Finance Director and attached hereto as Exhibit A and incorporated as if fully rewritten herein, to provide for the current expenses and other expenditures of the City of Maple Heights during the fiscal year ending December 31, 2018.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, 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 the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason that the 2018 Appropriations Budget must be immediately adopted to insure the financial integrity of the City and presented to the Fiscal Commission by March 22, 2018. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

PASSED: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Ordinance No. 2018-15  
Page Two

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council



**RESOLUTION NO. 2018-16**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH CHAGRIN VALLEY DISPATCH COUNCIL FOR THE PROVISION OF DISPATCH SERVICES TO THE CITY EFFECTIVE JULY 1, 2018, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor, with the advice and consultation of the Police and Fire Departments, is recommending that the City accept the offer of the Chagrin Valley Dispatch Council (CVD) and join with the other 16 municipalities in the CVD for the regional provision of dispatch services to the City, effective July 1, 2018, as set forth in the attached New Member Participation Agreement, which Agreement is attached as Exhibit A, and incorporated as if fully rewritten herein.

**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 the New Member Participation Agreement with the Chagrin Valley Dispatch Council, which agreement is attached hereto as Exhibit A and incorporated as if fully rewritten herein

**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 peace, safety and general welfare of the City and for the further reason that CVD needs to plan for the participation of the City well in advance of the July 1, 2018 projected start date, 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: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council

**RESOLUTION NO.: 2018-17**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR MILAN/HARLAN DRIVE SANITARY SEWER REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Engineer has recommended that the City enter into the Member Community Infrastructure Grant Program Agreement for Milan/Harlan Drive Sanitary Sewer Replacement Project, which Agreement is on file with the Law Department and incorporated as if fully rewritten herein;

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

**Section 1.** The Mayor is hereby authorized to enter into the Member Community Infrastructure Grant Program Agreement for Milan/Harlan Drive Sanitary Sewer Replacement Project, which Agreement is on file with the Law Department and incorporated as if fully rewritten herein

**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 health, safety and general welfare of the residents of the City, and to allow for the project to begin 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: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council

**RESOLUTION NO. 2018-18**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION DECLARING THE OPERATION OF SPOTLIGHT RESTAURANT AND LOUNGE AND 1723 ENTERTAINMENT, INC., LOCATED AT 5154 WARRENSVILLE CENTER ROAD, TO BE A NUISANCE AND AUTHORIZING ABATEMENT OF THE NUISANCE PURSUANT TO CHAPTER 680 OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Chapter 680 of the City's Codified Ordinances, "Nuisance" means an unreasonable interference with a right common to the general public, including conduct that significantly interferes with public health, safety, peace, comfort, or convenience; conduct that is contrary to a statute, ordinance, or regulation; or conduct that is of a continuing nature or has produced a permanent or long-lasting effect, and has a significant effect upon the public right, of which the actor is aware or should be aware; and

**WHEREAS**, Spotlight Restaurant and Lounge, LLC (Spotlight) and 1723 Entertainment, Inc. jointly operate at the premises located at 5154 Warrensville Center Road, Maple Heights, and the owner of the liquor permit for the premises is Spotlight Restaurant and Lounge LLC through its sole member, Dallas Owens (Owens), whose address is 19919 Libby Road, Maple Heights; and

**WHEREAS**, Spotlight was organized as a limited liability company on September 26, 2016 with the Ohio Secretary of State, Charter No. 394451, by Owens (a copy of the Articles of Organization are attached as Exhibit A); and

**WHEREAS**, pursuant to an Operating Agreement dated September 27, 2016, Owens is the sole member of Spotlight as well as its Registered Agent upon whom service of process shall be made at 19919 Libby Road. The principal place of business of Spotlight is located at 5154 Warrensville Center Road. Owens made no initial capital contribution to Spotlight (a copy of the Operating Agreement is attached as Exhibit B); and

**WHEREAS**, on March 1, 2017, Owens and Spotlight entered into a Management Agreement with Michael Weaver and Weave's Lounge, Inc. whereby effective March 1, 2017 all rights responsibilities and privileges of running Weave's Lounge located at 5154 Warrensville Center Road were transferred to Owens and Spotlight and Owens and Spotlight were responsible for insuring no violation of law on the premises, including violation of Ohio liquor laws (a copy of the Management Agreement is attached as Exhibit C); and

**WHEREAS**, on or about March 8, 2017, Jonah Scheinbaum, Vice-President of Kinyon Properties, LTD, 246 E. 131<sup>st</sup> Street, Cleveland, OH 44108, entered into a two-year lease agreement, from April 1, 2017-March 31, 2019, with Owens and 1723 Entertainment, Inc., whose registered agent is Kevin D. Philmon, 3221 E. 117<sup>th</sup> Street, Cleveland, OH 44120, for the premises located at 5154 Warrensville Center Road for the purpose of continuing the operation of Weave's Lounge under the name of Spotlight. Per the lease, Owens and 1723 Entertainment are to keep the premises free of illegal activity and are responsible for all "nuisance charges", (a copy of the lease is attached as Exhibit D); and

**WHEREAS**, on March 27, 2017, Michael Weaver and Dallas Owens and Spotlight filed with the Ohio Division of Liquor Control an Application for Transfer of Ownership of the liquor permit located at 5154 Warrensville Center Road from Weaver to Owens and Spotlight (a copy of the Application is attached as Exhibit E); and

**WHEREAS**, the Mayor and Police Chief have found and reported their findings to Council that use of the property located at 5154 Warrensville Center Road, Maple Heights, by Owens, Spotlight and 1723 Entertainment, Inc. since March 1, 2017 constitutes a nuisance subject to abatement due to repeated calls for service and criminal activity occurring on the property, including the following:

March, 7, 2017	Theft
March 26, 2017	Fight Disturbance
April 9, 2017	Gunshots
May 7, 2017	Fire Alarm
July 8, 2017	Weapon Involved with Incident
July 9, 2017	Liquor Violation/Open Container
July 15, 2017	Trouble With Customer
July 29, 2017	Weapon Offense
August 19, 2017	Assault
August 26, 2017	OVI/Alcohol
August 27, 2017	Liquor Violation/Open Container
September 10, 2017	Disturbance EMS
September 23, 2017	Suspicious Activity/Intoxication
January 17, 2018	Repossessed Vehicle
January 24, 2018	Falsification
January 24, 2018	Nudity

**WHEREAS**, on January 24, 2018, Maple Heights Police received a call from the Ohio Investigative Unit, which was conducting an investigation at Spotlight, regarding nudity and strip dancing. OIU advised several females were showing complete or partial nudity illegal in the establishment and the windows were covered and a stripper pole was placed in the establishment for the nude dancing; and

**WHEREAS**, the Mayor, Police Chief and Law Director have recommended that based on their reported findings and pursuant to Section 680.07(e) of the City's Codified Ordinances, the Council declare the use of the property located at 5154 Warrensville Center Road, Maple Heights by Owens, Spotlight and 1723 Entertainment, Inc., for their business operations to be a Nuisance because of repeated calls for service and criminal activities.

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

**Section 1.** Council, pursuant to Section 680.07(e) of the City's Codified Ordinances, hereby declares the use of the property located at 5154 Warrensville Center Road, Maple Heights by Owens, Spotlight and 1723 Entertainment, Inc., for their business operations to be a Nuisance because of repeated calls for service and criminal activities.

**Section 2.** The Mayor, Police Chief and Director of Law are authorized and directed to cause the Nuisance to be abated in accordance with Chapter 680 of the Codified Ordinances of the City of Maple Heights, in any manner determined by them to be appropriate and necessary, including revocation of a Certificate of Occupancy and/or a Registration of Rental Property and/or Tenant Rental License.

**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 for the further reason that it is necessary to immediately abate the nuisance activity, 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: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council



**RESOLUTION NO. 2018-20**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH CHAGRIN VALLEY PAVING, INC. TO PROVIDE FOR THE CITY PARKS IMPROVEMENT – DUNHAM PARK PROJECT IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on December 7, 2016, by **Resolution 2016-102** Council authorized the Mayor to make application, sign and file all necessary documents and contracts with the Cuyahoga County Department of Development for the 2017 Community Development Block Grant Program; and

**WHEREAS**, on December 7, 2016, by **Resolution 2016-103** Council authorized the Mayor to make application, sign and file all necessary documents and contracts with the Cuyahoga County Department of Development for the 2017 Community Development Supplemental Grant Program; and

**WHEREAS**, the City of Maple Heights has been awarded \$150,000.00 by the Cuyahoga County Department of Development under the 2017 Competitive Municipal Block Grant Program, and \$50,000.00 under the 2017 Competitive Supplemental Block Grant Program for the **City Parks Improvement Project** which includes park improvements and repairs within both Dunham Park and Stafford Park; and

**WHEREAS**, on July 5, 2017, by **Resolution 2017-69**, Council authorized and directed the City Engineer to begin the preparation of plans and specifications and to provide advertising for bids for the **City Parks Improvement Project** in the City of Maple Heights; and

**WHEREAS**, because of the varied nature of the scope of work, and the site locations, included within the **City Parks Improvement Project**, the City Engineer will bid the work under two separate contracts, the **City Parks Improvement- Dunham Park Project** and the **City Parks Improvement- Stafford Park Project**; and

**WHEREAS**, on February 9, 2018, the bids for the **City Parks Improvement- Dunham Park Project** were opened and inspected by the City Engineer and it was determined that Chagrin Valley Paving, Inc. submitted the lowest and best bid.

**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 hereby authorizes the Mayor to enter into a contract with Chagrin Valley Paving, Inc. for the **City Parks Improvement- Dunham Park Project** at



a cost not to exceed One Hundred Fifty-One Thousand Three Hundred Fifty-Five Dollars and Zero Cents, (\$151,355.00), as more fully described in the bid record on file in the Office of the Finance Director of the City of Maple Heights:

**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 welfare and to ensure the timely completion of the construction 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: \_\_\_\_\_, 2018

\_\_\_\_\_  
Ron Jackson, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

Resolution No. 2018-20  
Page Three

I, Leonette F. Cicirella, 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 F. Cicirella, Clerk of Council

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

February 15, 2018

Attention: Council

Re: City Parks Improvement- Dunham Park Project  
Bid Opening Results and Contract Award Recommendation

Dear Council,

Sealed bids were opened on Friday February 9, 2018 for the City Parks Improvement- Dunham Park Project. Seven bids were received for the project ranging from a high bid proposal of \$250,305.00 to a low bid proposal of \$151,355.00.

The lowest and best bidder is Chagrin Valley Paving Inc., with a bid amount of \$151,355.00. I recommend that Council authorize the Mayor to enter into a contract with Chagrin Valley Paving Inc. for the City Parks Improvement- Dunham Park Project.

The earliest start date for the project was given as April 2, 2018 and the time of completion for the project was indicated to be 57 days. This project will be funded by the Cuyahoga County Department of Development's Community Development Block Grant Program and the proposed scheduling will meet the required May 31, 2018 completion date.

Bid tabulations are enclosed for your use and I will be attending the Wednesday February 21, 2018 Council caucus meeting to discuss the project. 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 Tracy Smith  
Law Director Frank Consolo

**BID TABULATION****CITY PARKS IMPROVEMENT - DUNHAM PARK PROJECT - REBID****CITY OF MAPLE HEIGHTS****DATE: FEBRUARY 9, 2018**CVE JOB NO. 17288 Engineer's Estimate **\$162,350.00**

				<b>CHAGRIN VALLEY PAVING, INC.</b>		<b>CARRON ASPHALT PAVING, INC.</b>		<b>R.J. PLATTEN CONTRACTING CO.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	CLEARING AND GRUBBING	LUMP	1	\$100.00	\$100.00	\$1,500.00	\$1,500.00	\$8,580.00	\$8,580.00
2	REMOVE, STOCKPILE AND RESPREAD NATURAL SOIL	LUMP	1	\$9,300.00	\$9,300.00	\$9,000.00	\$9,000.00	\$5,910.00	\$5,910.00
3	EXCAVATION & EMBANKMENT	LUMP	1	\$27,000.00	\$27,000.00	\$9,000.00	\$9,000.00	\$16,960.00	\$16,960.00
4	SUBGRADE REMOVAL AND REPLACEMENT (CONTINGENCY)	CY	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$73.00	\$1,460.00
5	ODOT 304 AGGREGATE BASE	TONS	1,180	\$20.00	\$23,600.00	\$23.00	\$27,140.00	\$23.00	\$27,140.00
6	ODOT 301 BITUMINOUS AGGREGATE BASE (City of Maple Heights Supplied Material)	TONS	485	\$18.00	\$8,730.00	\$20.00	\$9,700.00	\$24.00	\$11,640.00
7	ODOT 301 BITUMINOUS AGGREGATE BASE (Contractor Supplied Material)	TONS	60	\$58.00	\$3,480.00	\$70.00	\$4,200.00	\$93.50	\$5,610.00
8	ODOT 448 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	TONS	332	\$75.00	\$24,900.00	\$82.00	\$27,224.00	\$100.00	\$33,200.00
9	RECYCLED ASPHALT SHOULDER	CY	70	\$90.00	\$6,300.00	\$80.00	\$5,600.00	\$40.00	\$2,800.00
10	MANHOLE/OR CATCH BASIN CASTING ADJUSTED TO GRADE **CONTINGENCY**	EACH	2	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$350.00	\$700.00
11	MANHOLE OR CATCH BASIN RECONSTRUCTED TO GRADE	EACH	2	\$1,100.00	\$2,200.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
12	12" STORM SEWER	LF	130	\$32.00	\$4,160.00	\$40.00	\$5,200.00	\$65.00	\$8,450.00
13	12" STORM SEWER CLASS IV RCP	LF	48	\$45.00	\$2,160.00	\$80.00	\$3,840.00	\$80.00	\$3,840.00
14	2-2B CATCH BASIN	EACH	2	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00	\$1,700.00	\$3,400.00
15	HW-1 HEADWALL	CY	4	\$800.00	\$3,200.00	\$850.00	\$3,400.00	\$800.00	\$3,200.00
16	ROCK CHANNEL PROTECTION, TYPE C	CY	20	\$110.00	\$2,200.00	\$100.00	\$2,000.00	\$82.00	\$1,640.00
17	PAVEMENT MARKINGS, SIGNS, SIGN SUPPORTS & BUMPER CURBS	LUMP	1	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$5,200.00	\$5,200.00
18	TOPSOIL, SEEDING AND MULCHING	SY	700	\$7.00	\$4,900.00	\$10.00	\$7,000.00	\$1.50	\$1,050.00
19	PERMANENT SOIL STABILIZATION SEEDING	SY	7,500	\$1.25	\$9,375.00	\$2.00	\$15,000.00	\$1.60	\$12,000.00
20	EROSION AND SEDIMENT CONTROL	LUMP	1	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$8,600.00	\$8,600.00
21	INSPECTION FEE ALLOWANCE	LUMP	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$151,355.00</b>	<b>TOTAL</b>	<b>\$154,104.00</b>	<b>TOTAL</b>	<b>\$170,980.00</b>
<i>ALL WORK MUST BE COMPLETED BY MAY 31, 2018</i>				DAYS TO COMPLETE: 57 DAYS		DAYS TO COMPLETE: 60 DAYS		DAYS TO COMPLETE: 60 DAYS	
				EARLIEST START DATE: APRIL 2, 2018		EARLIEST START DATE: APRIL 2, 2018		EARLIEST START DATE: MARCH 1, 2018	

ITEM	DESCRIPTION	UNIT	QTY.	BARBICAS CONSTRUCTION CO., INC.		ENGELKE CONSTRUCTION SOLUTIONS, LLC		COOK PAVING & CONSTRUCTION CO., INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CLEARING AND GRUBBING	LUMP	1	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00	\$2,360.00	\$2,360.00
2	REMOVE, STOCKPILE AND RESPREAD NATURAL SOIL	LUMP	1	\$7,000.00	\$7,000.00	\$10,950.00	\$10,950.00	\$19,030.00	\$19,030.00
3	EXCAVATION & EMBANKMENT	LUMP	1	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$40,580.00	\$40,580.00
4	SUBGRADE REMOVAL AND REPLACEMENT (CONTINGENCY)	CY	20	\$85.00	\$1,700.00	\$138.00	\$2,760.00	\$85.00	\$1,700.00
5	ODOT 304 AGGREGATE BASE	TONS	1,180	\$20.00	\$23,600.00	\$26.50	\$31,270.00	\$26.50	\$31,270.00
6	ODOT 301 BITUMINOUS AGGREGATE BASE (City of Maple Heights Supplied Material)	TONS	485	\$52.00	\$25,220.00	\$42.50	\$20,612.50	\$16.15	\$7,832.75
7	ODOT 301 BITUMINOUS AGGREGATE BASE (Contractor Supplied Material)	TONS	60	\$79.00	\$4,740.00	\$87.50	\$5,250.00	\$65.00	\$3,900.00
8	ODOT 448 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	TONS	332	\$125.00	\$41,500.00	\$96.00	\$31,872.00	\$85.00	\$28,220.00
9	RECYCLED ASPHALT SHOULDER	CY	70	\$70.00	\$4,900.00	\$94.00	\$6,580.00	\$70.00	\$4,900.00
10	MANHOLE/OR CATCH BASIN CASTING ADJUSTED TO GRADE **CONTINGENCY**	EACH	2	\$400.00	\$800.00	\$575.00	\$1,150.00	\$480.00	\$960.00
11	MANHOLE OR CATCH BASIN RECONSTRUCTED TO GRADE	EACH	2	\$1,275.00	\$2,550.00	\$1,150.00	\$2,300.00	\$1,320.00	\$2,640.00
12	12" STORM SEWER	LF	130	\$50.00	\$6,500.00	\$47.00	\$6,110.00	\$52.00	\$6,760.00
13	12" STORM SEWER CLASS IV RCP	LF	48	\$72.00	\$3,456.00	\$98.00	\$4,704.00	\$63.00	\$3,024.00
14	2-2B CATCH BASIN	EACH	2	\$1,000.00	\$2,000.00	\$2,790.00	\$5,580.00	\$1,650.00	\$3,300.00
15	HW-1 HEADWALL	CY	4	\$500.00	\$2,000.00	\$977.00	\$3,908.00	\$1,100.00	\$4,400.00
16	ROCK CHANNEL PROTECTION, TYPE C	CY	20	\$125.00	\$2,500.00	\$95.00	\$1,900.00	\$100.00	\$2,000.00
17	PAVEMENT MARKINGS, SIGNS, SIGN SUPPORTS & BUMPER CURBS	LUMP	1	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00	\$9,650.00	\$9,650.00
18	TOPSOIL, SEEDING AND MULCHING	SY	700	\$6.50	\$4,550.00	\$5.50	\$3,850.00	\$8.60	\$6,020.00
19	PERMANENT SOIL STABILIZATION SEEDING	SY	7,500	\$0.85	\$6,375.00	\$1.00	\$7,500.00	\$1.55	\$11,625.00
20	EROSION AND SEDIMENT CONTROL	LUMP	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$5,850.00	\$5,850.00
21	INSPECTION FEE ALLOWANCE	LUMP	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$175,591.00</b>	<b>TOTAL</b>	<b>\$177,096.50</b>	<b>TOTAL</b>	<b>\$204,021.75</b>
<i>ALL WORK MUST BE COMPLETED BY MAY 31, 2018</i>				DAYS TO COMPLETE: 74		DAYS TO COMPLETE: 20 Consecutive days		DAYS TO COMPLETE: SIXTY ONE	
				EARLIEST START DATE: MARCH 19, 2018		EARLIEST START DATE: APRIL 9, 2018		EARLIEST START DATE: APRIL 1, 2018	

				<b>SPECIALIZED CONSTRUCTION, INC.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	CLEARING AND GRUBBING	LUMP	1	\$25,000.00	\$25,000.00
2	REMOVE, STOCKPILE AND RESPREAD NATURAL SOIL	LUMP	1	\$10,000.00	\$10,000.00
3	EXCAVATION & EMBANKMENT	LUMP	1	\$15,000.00	\$15,000.00
4	SUBGRADE REMOVAL AND REPLACEMENT (CONTINGENCY)	CY	20	\$150.00	\$3,000.00
5	ODOT 304 AGGREGATE BASE	TONS	1,180	\$40.00	\$47,200.00
6	ODOT 301 BITUMINOUS AGGREGATE BASE (City of Maple Heights Supplied Material)	TONS	485	\$45.00	\$21,825.00
7	ODOT 301 BITUMINOUS AGGREGATE BASE (Contractor Supplied Material)	TONS	60	\$100.00	\$6,000.00
8	ODOT 448 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	TONS	332	\$125.00	\$41,500.00
9	RECYCLED ASPHALT SHOULDER	CY	70	\$75.00	\$5,250.00
10	MANHOLE/OR CATCH BASIN CASTING ADJUSTED TO GRADE **CONTINGENCY**	EACH	2	\$625.00	\$1,250.00
11	MANHOLE OR CATCH BASIN RECONSTRUCTED TO GRADE	EACH	2	\$1,100.00	\$2,200.00
12	12" STORM SEWER	LF	130	\$90.00	\$11,700.00
13	12" STORM SEWER CLASS IV RCP	LF	48	\$160.00	\$7,680.00
14	2-2B CATCH BASIN	EACH	2	\$1,250.00	\$2,500.00
15	HW-1 HEADWALL	CY	4	\$1,800.00	\$7,200.00
16	ROCK CHANNEL PROTECTION, TYPE C	CY	20	\$200.00	\$4,000.00
17	PAVEMENT MARKINGS, SIGNS, SIGN SUPPORTS & BUMPER CURBS	LUMP	1	\$2,500.00	\$2,500.00
18	TOPSOIL, SEEDING AND MULCHING	SY	700	\$5.00	\$3,500.00
19	PERMANENT SOIL STABILIZATION SEEDING	SY	7,500	\$3.00	\$22,500.00
20	EROSION AND SEDIMENT CONTROL	LUMP	1	\$2,500.00	\$2,500.00
21	INSPECTION FEE ALLOWANCE	LUMP	1	\$8,000.00	\$8,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$250,305.00</b>
<i>ALL WORK MUST BE COMPLETED BY MAY 31, 2018</i>				DAYS TO COMPLETE: MAY 31, 2018	
				EARLIEST START DATE: APRIL 15, 2018	

February 7, 2018

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

Attn: Ms. Leonette Cicirella  
Clerk of Council

Re: February 7, 2018 Council Meeting  
Legislation Related to Engineering Matters  
Res 2018-17 - NEORSD Member Community Infrastructure Program (MCIP)

Dear Ms. Cicirella,

Per my previous emails please accept this letter as confirmation that I will be absent from this evening's Council Caucus meeting due to a previously scheduled commitment.

The above referenced legislation, Res 2018-17, will allow the City of Maple Heights to enter into an agreement with the Northeast Ohio Regional Sewer District (NEORSD) which will provide \$153,544.65 for the Milan/Harlan Drive Sanitary Replacement Project under the NEORSD Member Community Infrastructure Program (MCIP).

The project plans and specifications for the Milan/Harlan Drive Sewer Project were completed in early summer 2017 and are ready to bid. I decided to delay the bidding of the project and the easement acquisition so that we could apply for the NEORSD MCIP funds. The Milan/Harlan Drive Sanitary Replacement Project fit the MCIP grant criteria perfectly as demonstrated by the fact that we were awarded the funding. The project had already been fully funded by both Ohio Public Works Commission (OPWC) funds and County Sanitary Sewer Fund dollars. The use of the NEORSD MCIP funding will now allow us to save \$153,544.65 in already committed County Sanitary Sewer Fund dollars so that we can use them on other vital sanitary sewer repair projects. With the signing of the agreement I can move forward with both the bidding process and the securing of sewer easements which had already been council authorized. I expect construction to start in early Spring 2018.

I hope that this correspondence will help to address any questions at tonight's meeting. I have also discussed the matter with Law Director Consolo who should be able to address any other concerns that may arise.

Respectfully,



Edward J. Hren, PE  
Maple Heights City Engineer

Cc: Mayor Annette Blackwell  
Law Director Frank Consolo

**CHAGRIN VALLEY DISPATCH COUNCIL**  
**NEW MEMBER PARTICIPATION AGREEMENT**

**WITH THE CITY OF MAPLE HEIGHTS**

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Maple Heights, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

**WHEREAS**, on the 10<sup>th</sup> day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

**WHEREAS**, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; and

**WHEREAS**, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective July 1, 2018, with its dispatch services to be provided by the CVD's Regional Communication Center at University Hospital's Bedford Medical Center location (hereinafter "RCC").

**WHEREAS**, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective July 1, 2018, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by City to the CVD shall be as follows:
  - a. 2018 One-Time Facilities and Equipment  
Component of Capital Charge Share: \$353,178.00
  - Total One-Time Capital Charge Share: \$353,178.00



- i. 2018 One-Time Facilities and Equipment  
Component of Capital Charge Share to be paid  
in five (5) installments as follows:

July 1, 2018	\$70,635.60
July 1, 2019	\$70,635.60
July 1, 2020	\$70,635.60
July 1, 2021	\$70,635.60
July 1, 2022	\$70,635.60

(No interest is being charged to the City due to current low interest rates; however, this does not set a precedent for any future members.)

Notwithstanding anything to the contrary in Article XIII of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A," City specifically agrees not to withdraw as a Member of the CVD and to remain as a Member of the CVD until it has completely paid said 2018 One-Time Facilities and Equipment Component of Capital Charge Share due hereunder.

- b. 2018 Operating Cost Share (\$305,210.00 prorated amount due for 7-1-2018 through 12-31-18)
 

\$610,420.00
- c. In addition, continuing Monthly Dues payable by City shall be determined and shall be assessed City as set forth in Paragraph VII A. of said Restated and Amended Agreement for all years of City's such membership thereafter.
- d. One month's working capital advance equal to one month's dues of is payable upon the upon the effective date of this Agreement, with such advance to be returned to Member as applied to its last monthly payment due the CVD should Member withdraw from the CVD.
 

\$ 50,868.33

- 3. The City hereby accepts the terms by its authorization and execution of this New Member Participation Agreement.
- 4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein

shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.

5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Maple Heights City Council and by the Chagrin Valley Dispatch Council.

**IN WITNESS WHEREOF**, the parties have executed this CVD New Member Participation Agreement on the date first written above.

**WITNESS:**

**CITY OF MAPLE HEIGHTS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Annette M. Blackwell, Mayor

**WITNESS:**

**CHAGRIN VALLEY DISPATCH COUNCIL:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor Susan Renda, President

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
Frank Consolo, Law Director  
City of Maple Heights

\_\_\_\_\_  
David J. Matty, Director of Law  
Chagrin Valley Dispatch Council

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/27/2016	201627004178	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

SPOTLIGHT RESTAURANT AND LOUNGE LLC  
DALLAS OWENS  
19919 LIBBY RD.  
MAPLE HEIGHTS, OH 44137

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted  
3944451

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**SPOTLIGHT RESTAURANT AND LOUNGE LLC**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG**  
Effective Date: 09/26/2016

Document No(s):  
**201627004178**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
27th day of September, A.D. 2016.

*Jon Husted*  
Ohio Secretary of State

**EXHIBIT**

tabbles

A



Form 533A Prescribed by:

**JON HUSTED**  
**OHIO SECRETARY OF STATE**

 Toll Free: (877) 808-FILE (877-787-3463)  
 Central Ohio: (614) 469-3910

[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[business@OhioSecretaryofState.gov](mailto:business@OhioSecretaryofState.gov)
File online or for more information: [www.OhioBusinessCenter.com](http://www.OhioBusinessCenter.com)

Mail this form to one of the following:

 Regular Filing (non expedite)  
 P.O. Box 670  
 Columbus, OH 43216

 Expedite Filing (Two business day processing)  
 Requires an additional fee

 P.O. Box 1380  
 Columbus, OH 43216

20 SEP 26 AM 10:16

## Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

Form Must Be Typed

## CHECK ONLY ONE (1) BOX

 (1) ☒ Articles of Organization for Domestic  
For-Profit Limited Liability Company  
(115-LCA)

 (2) ☐ Articles of Organization for Domestic  
Nonprofit Limited Liability Company  
(115-LCA)
Name of Limited Liability Company Spotlight Restaurant and Lounge LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd."

 Effective Date 09/22/2016  
 (Optional) mm/dd/yyyy

 (The legal existence of the limited liability company begins upon the filing  
of the articles or on a later date specified that is not more than ninety days  
after filing)

 This limited liability company shall exist for  
 (Optional)

                      
 Period of Existence

 Purpose  
 (Optional)


**\*\*Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

**ORIGINAL APPOINTMENT OF AGENT**

The undersigned authorized member(s), manager(s) or representative(s) of

Spotlight Restaurant and Lounge LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Dallas Owens

Name of Agent

19919 Libby Rd

Mailing Address

Maple Heights

City

Ohio

State

44137

ZIP Code

**ACCEPTANCE OF APPOINTMENT**

The undersigned, Dallas Owens

Statutory Agent Name

named herein as the statutory agent

for

Spotlight Restaurant and Lounge LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

*Dallas Owens*

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Dallas Owens  
Signature

By (if applicable)

Dallas Owens  
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
Spotlight Restaurant and Lounge LLC**

This Single-member LLC Operating Agreement represents Spotlight Restaurant and Lounge LLC that was formed in the State of Ohio on September 22nd 2016, hereinafter known as the "Company".

DALLAS OWENS of 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business

The name of the Company is Spotlight Restaurant and Lounge LLC with a principal place of business at 5124 WARRENSVILLE CENTER ROAD, MAPLE HEIGHTS, Ohio, 44137. The mailing address shall be 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137.

2. Registered Agent

The name of the Registered Agent is DALLAS OWENS with a registered office located at 19919 LIBBY ROAD, MAPLE HEIGHTS, Ohio, 44137 for the service of process as of September 27th 2016. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Ohio.

3. Formation

The Company was formed on September 22nd 2016, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Ohio (the "Statutes").

4. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

The Member(s) will not be making an initial Capital Contribution to the LLC.

7. Distributions.



The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member's shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

#### 8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

#### 9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

#### 10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Ohio.

DALLAS OWENS, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

#### 11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.



## 12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

## 13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or

equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

#### 14. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Ohio. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

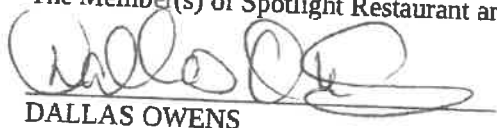
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) have executed this Agreement on September 27th 2016.

The Member(s) of Spotlight Restaurant and Lounge LLC

  
DALLAS OWENS

## MANAGEMENT AGREEMENT

**OWNER:** Michael Weaver, WEAVE'S LOUNGE, INC.

**MANAGER:** Dallas Owens, THE SPOT LIGHT LOUNGE LLC

**EFFECTIVE DATE:** March 1, 2017

**PREMISES:** 5154 Warrensville Ctr. Rd., Maple Heights, Ohio 44137 dba Weave's Lounge.

**VENDOR NO:** \_\_\_\_\_

**LIQUOR LICENSE NO:** 9452346-0005

WHEREAS, MANAGER HAS CONTRACTED WITH OWNER TO MANAGE A BUSINESS LOCATED AT THE PREMISES LOCATED AT 5154 WARRENSVILLE CENTER ROAD, MAPLE HEIGHTS, OH 44137 WHICH SELLS FOR PROFIT, ALCHOLIC BEVERAGES, FOODS, AND;

WHEREAS, IT IS IN THE BEST INTEREST OF ALL PARTIES THAT MANAGER IS EMPLOYED TO MANAGE SAID BUSINESS PREMISES DURING THE TRANSITION PERIOD. FURTHERMORE, IT IS AGREED UPON THAT;

1. BEGINNING, MARCH 1, 2017, OWNER, MICHAEL WEAVER, WILL TRANSFER TO MANAGER, DALLAS OWENS, ALL RESPONSIBILITIES AND PRIVILEGES ASSOCIATED WITH THE OPERATION OF SAID BUSINESS ENTERPRISE.

MANAGER SHALL BE RESPONSIBLE FOR:

A. OPERATION OF SAID BUSINESS AND MAINTENANCE THEREOF;

B. PAYMENT OF SALES AND USE TAX AND LICENSE RENEWAL FEE, IF LICENSE IS NOT TRANSFERRED BY SEPTEMBER 1, 2017 (INCLUDING PREPARATION AND FILING OF RETURNS WHICH OWNER AGREES TO SIGN PRIOR TO THE AFOREMENTIONED DATE).

C. MANAGER WILL OPERATE SAID BUSINESS AND WILL ALLOW NO WASTE TO ACCUMULATE THEREON AND MAINTAIN THE BUSINESS IN A SAFE AND ORDERLY FASHION.

D. MANAGER WILL NOT PERMIT ANY VIOLATION OF LAW, INCLUDING, BUT NOT LIMITED TO THE STATE OF OHIO LIQUOR LAWS.

E. MANAGER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL APPROPRIATE INSURANCES FOR THE PREMISES.

F. MANAGER SHALL BE ENTITLED TO RETAIN ALL PROFITS EARNED FROM SAID BUSINESS DURING THE LIFE OF THIS AGREEMENT.

G. THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT UNTIL MARCH 1, 2019 OR TRANSFER OF THE LIQUOR LICENSE INTO MANAGER'S BUSINESS ENTITY WHICHEVER COMES FIRST.



H. THIS AGREEMENT SHALL ALSO BE TERMINATED BY MANAGER'S BREACH HEREOF OR MANAGER'S INSOLVENCY.

I. ANY WAIVE OR FAILURE TO ENFORCE ANY PORTION OF THIS AGREEMENT BY OWNER SHALL NOT BE A WAIVER OF FUTURE ENFORCEMENT, BUT SHALL BE A COURTESY EXTENDED TO MANAGER. MANAGER SHALL NOT CLAIM WAIVER AS A DEFENSE IN ANY ACTION BROUGHT UPON OR ASSERTED BY OWNER.

J. THIS AGREEMENT IS NOT ASSIGNABLE OR TRANSFERRABLE. ANY CHANGES TO THIS AGEEMENT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, we have hereunto set our hands on the 2nd day of MARCH, 2017.

In the presence of:



Shalawn Gilbert  
SHALAWN GILBERT  
Notary Public  
State of Ohio  
My Commission Expires  
12-11-20

Michael Weaver 3/2/17

Michael Weaver, OWNER

WEAVE'S LOUNGE, INC.

Dallas Owens 3/2/17

Dallas Owens, MANAGER

THE SPOT LIGHT LOUNGE, LLC

KINYON PROPERTIES, LTD

246 E. 131<sup>ST</sup> ST.

CLEVELAND, OHIO 44108

216-761-9628 FAX: 216-761-8907

koltorah@sbcglobal.net

3/8/17

Mr. Dallas Casha Owens  
1723 Entertainment Inc. d/b/a The Spotlight Lounge  
5154 Warrensville Center Rd.  
Maple Hts., Ohio 44137

Re: Lease Agreement for The Spotlight Lounge

Dear Mr. Owens,

This Letter of Agreement shall serve as a **temporary lease** until our attorneys prepare a regular lease.

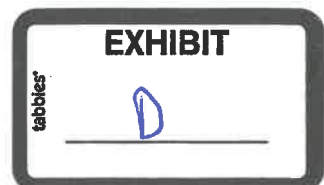
You are renting the unit addressed 5154 Warrensville Center Rd. for a period of 2 years, for the purpose of continuing the operation of Weave's Lounge, under the name of The Spotlight Lounge.

The property is being rented as is and any decorating or repairs are your responsibility. Any and all inspection fees from either the City of Maple Heights or any other government jurisdiction are your responsibility. You will reimburse Kinyon Properties for all inspection fees that are paid.

The property is being rented to you as a lounge and all licenses associated are your responsibility. It is also your responsibility to maintain the property in a safe environment and free of illegal activities. Any "nuisance charges" assessed by the City of Maple Heights Police Department are your responsibility. You will reimburse Kinyon Properties for any and all fees that paid.

All work that you will do on the premises is to meet with the necessary approval of all inspections and conform to the building and fire codes of Maple Heights. All permits and other requirements of Maple Heights are your responsibility and are to be done at your cost. The Occupancy Permit Fee is \$325.00.

The terms of this lease are for two years, beginning April 1, 2017, and ending March 31, 2019, and the monthly rental amount is \$2600.00 which is due and payable by the first of every month. If at the end of this period if you wish to renew for an additional 2 years, you may do



so at a rent to be decided upon at that time. Payments not received by the 5<sup>th</sup> of the month will be considered late and payments made after the 15<sup>th</sup> will incur a \$50.00 late charge for every month late. If payment is not received by the first of the next month and no written arrangement has been made, the Landlord has the option to change the locks and remove the tenant's personal property. The property may then be rented to another tenant. You will still be responsible for all monies owed until the end of the lease period.

All utility charges are your responsibility. Please initiate accounts with the Illuminating Co and Dominion East Ohio Gas Co. directly. If the water/sewer usage is higher than it is presently, we will charge you the additional charges every 3 months.

Rubbish removal is currently 2 times a week and if additional service becomes necessary, there will be an additional charge.

A snow removal charge will be billed to you once a year, prorated for the entire center. At the present time, that charge is \$300.00.

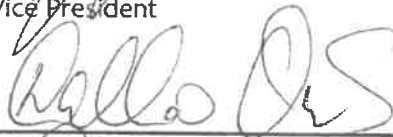
A one month security deposit has to be maintained at all times. The security deposit is due upon the execution of this Lease Agreement. In the event that the Lounge is closed for any reason, including remodeling or the City of Maple Heights zoning and planning commission, you are still responsible for all rent charges during that time.

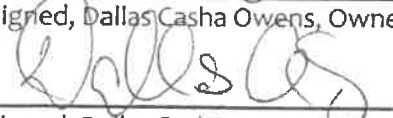
The lease is with 1723 Entertainment Inc. d/b/a The Spotlight Lounge and with Dallas Casha Owens personally and individually and **you must maintain a liability insurance policy for the premises and name Kinyon Properties as co-insured.**

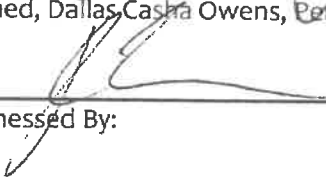
Please review these points and if they meet with your approval, please sign below.

Respectfully,

  
Jonah Scheinbaum  
Vice President

  
\_\_\_\_\_  
Signed, Dallas Casha Owens, Owner of The Spotlight Lounge

  
\_\_\_\_\_  
Signed, Dallas Casha Owens, Personally and Individually

  
\_\_\_\_\_  
Witnessed By:

For Questions call  
(614) 644-3156  
Office hours - 8:00 a.m. to 5:00 p.m.

Ohio Department of Commerce  
Division of Liquor Control  
6606 Tussing Road, P.O. Box 4005  
Reynoldsburg, Ohio 43068-9005  
<http://www.com.ohio.gov/liqr>

EXHIBIT

tabbies

E



APPLICATION FOR TRANSFER OF OWNERSHIP OR OWNERSHIP & LOCATION OF ALL PERMIT CLASSES LISTED BELOW  
CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING. RETURN TO ADDRESS LISTED ABOVE  
FEE: \$100.00 PROCESSING FEE - made payable to the Division of Liquor Control (Non-Refundable)

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

Seller (Individual, Corporation, Partnership or LLC):

Weaves Lounge Inc.

DBA (doing business as):

Weave's Lounge

Premises Address:

5154 Warrensville Ctr. Rd.

Township (if outside city limits):

County:

Cuyahoga

City & Zip Code:

Maple Hts. 44137

Email:

weaveslounge@gmail.com

Mailing Address:

10302 Durham Rd. Maple Hts. OH 44137

Phone Number:

216-714-5223

Attorney's Name & Address:

Attorney's Telephone Number:

Seller's Permit Number:

94523460005

Attorney's Telephone Number:

Buyer (Individual, Corporation, Partnership or LLC):

Spotlight Restaurant and Lounge LLC

DBA (doing business as):

Spotlight Restaurant and Lounge LLC

Premises Address:

5154 Warrensville Center Rd

Township (if outside city limits):

County:

Cuyahoga

City & Zip Code:

Maple Heights, 44137

Email:

Cashacwens@gmail.com

Mailing Address:

19919 Libby Rd Maple Hts, OH 44137

Phone Number:

216-647-5304

Attorney's Name & Address:

SELECT Class(es) of Permit(s) Being Transferred:

☐ C1 ☐ C2 ☐ C2X ☐ D1 ☐ D2 ☐ D-2X ☐ D3 ☐ D3A ☐ D3X ☒ D5 ☐ D6 ☐ D7 ☐ OTHER

SELECT Type of Transaction:

☐ CORPORATE NAME CHANGE ☐ CONVERSION ☐ GIFT ☐ MERGER  
☒ SALE ☐ OTHER

SELECT Type of Business:

☐ INDIVIDUAL If Individual, list Social Security Number: \_\_\_\_\_  
☐ CORPORATION ☒ LLC ☐ PARTNERSHIP

Is this an Economic Development (Trex) Transfer? ☐ YES ☐ NO

If you answered "YES," you must submit Form DLC4244  
(See page 4 of this form for further Trex information).

FOR DIVISION USE ONLY

Data Entry Initials:

RECEIPT NUMBER:

TAXING  
DISTRICT

FEE  
CODE

SELLERS NUMBER

BUYERS NUMBER

BUS.  
TYPE

Data Entry Action:

Violations: ☐ YES ☐ NO  
If "YES", what type

Ren Status: ☐ ISSD ☐ PEND

Proc. Fee Pd: ☐ YES ☐ NO

BCI Fee Amount Paid: \$

Comments/Notes:

DLC4120

EOE/ADA SERVICE PROVIDER

Page 1

FOR TTY USERS DIAL ORS 1-800-750-0750

Rev. 07/2013



1. Do you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit hold or have any interest in another permit business? ☐ YES ☒ NO  
If YES, Give permit number & address on the line provided \_\_\_\_\_
- 2a. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been convicted of a felony or misdemeanor, including any alcohol-related offenses? ☐ YES ☒ NO  
If YES, attach a written explanation.
- 2b. If applicant is a sole proprietor or partnership, will spouse work on the permit premises? ☐ YES ☒ NO  
If YES, indicate spouse's full name \_\_\_\_\_
3. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been refused a permit, denied a renewal, or had a permit revoked from another state, by this Division, or the Liquor Commission? If YES, attach a written explanation. ☐ YES ☒ NO
4. Does applicant own the real estate on which the proposed business will be located? ☐ YES ☐ NO  
If NO, submit a signed and dated copy of your LEASE, RENTAL CONTRACT, OR DLC 4085 Summary of Tenancy Rights Form.
5. Will the applicant be the sole owner of the fixtures and equipment? ☒ YES ☐ NO  
If NO, submit a signed and dated copy of the rental agreement for the fixtures and equipment.
6. Will any person, partnership, LLC, or corporation, excluding banks, building and loan associations, or the seller have ANY financial interest (such as money, loans, installment contracts, property or other interest) or share in the profits in your business or your property, real or personal? ☐ YES ☒ NO  
If YES, attach a written explanation. NOTE: Ohio Revised Code Section 4303.293 provides a criminal penalty for failure to answer this question completely and correctly.
7. If transferring C or D class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a manufacturer or wholesale distributor of alcoholic beverages? If YES, attach a written explanation. ☐ YES ☒ NO
8. If transferring A or B class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a retail permit holder? If YES, attach a written explanation. ☐ YES ☒ NO

**THE FOLLOWING MUST BE COMPLETED BY THE SELLER(S):**

I, Michael and Marcita Weaver hereby authorize the Division of Liquor Control to process this application  
Print Name(s)  
Michael Weaver, President Marcita Weaver, CEO  
(Signature and Title)  
16302 Dunham Rd Maple Hts OH 44137 2167145223  
(Residence Address) (City) (State) (Zip Code) (Area Code & Phone No.)

**THE FOLLOWING MUST BE COMPLETED BY THE BUYER(S):**

**WARNING:** Ohio Law provides that as a proposed buyer you could be liable as a successor of the permit holder's unpaid sales, use, and withholding tax liabilities. The Division of Liquor Control will be unable to transfer the permit until the tax and assessment matters are resolved to the satisfaction of the particular agency. The buyer should request that seller obtain a sales tax release certificate, by contacting the Ohio Department of Taxation, Sales and Use Tax Division, Release Unit. A Withholding Tax Release Certificate Request should be made by contacting the Ohio Department of Taxation, Withholding Tax Division, Business Billing Unit. Also, the current permit holder may still owe Unemployment Compensation payments. To discuss these possible liabilities, you should contact the Ohio Department of Job & Family Services.

**DELIBERATE MISREPRESENTATION OF ANY OF THE INFORMATION ON THE APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO APPROVE THIS APPLICATION.**

Dallas Owens DHHS OWENS OWNER 3/27/17  
(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Stockholder or Member) (Print Name) (Title) (Date)  
19919 Libby Rd Maple Hts OH 44137 (216) 647-5304  
(Residence Address) (City) (State) (Zip Code) (Area Code & Phone No.)

(To be completed by Notary Public)  
Sworn to before me and subscribed in my presence this 20th day of March, 2017  
Shalonda Williams  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in 03/20/2020  
(Notary Public) (Notary Expiration)

THIS DOCUMENT IS PART OF THE PERMIT FILE AND WILL NOT BE RETURNED  
My Comm. Exp. 3/26/2020



**City of Maple Heights**  
**Council Expenditures over \$1,000.00**  
**Wednesday, February 21, 2018**

APPROVAL NUMBER	COST	VENDOR	ITEM and DESCRIPTION	Date Requested	Requested By	Fund	Dept	Account	AVAILABLE BUDGET	Additional \$ Needed	Transfer from Budget Acct
2018-026	\$4,034.00	Emergency Reporting	Startup Fee and Annual Subscription for Software	2/16/2018	Fire Chief	Amb. Billing	Fire	252-1200-55095	\$4,034.00		
2018-027	\$1,209.88	EAB Truck Service Inc.	Repair and Installation of Driveline on Salt Truck #106	2/8/2018	Service Director	SCM&R	Streets	270-6100-55073	\$1,388.91		
2018-028	\$18,323.75	Great Lakes Petroleum/Landmark Petroleum	Fuel for City Vehicles Octane & Diesel	2/12/2018	Service Director	General Senior Program Amb. Billing Amb Billing SCMR	Building Senior Transport Fire Police Streets	100-4000-55080 \$ 267.76 240- 3520-55080 \$1,595.58 252- 1100-55080 \$5,623.67 252-1200- 55080 \$3,205.35 270-6100- 55080 \$7,631.39	\$ 276.76 \$1,595.58 \$5,623.67 \$3,205.35 \$7,631.39		
2018-029	\$10,000.00	Cargill	Salt for City Roads and City Parking Lots	2/16/2018	Service Director	State Highway	Streets	271-6100-56004	\$10,137.00		
2018-030	\$39,423.00	Konica Minolta	IT Services, iPad's	2/16/2018	Mayor	General	Land & Bldgs Council	100-7160-55900 100-7210- 54600	\$10,948.48 \$ 1,317.88		need to pass full- year budget to pay for the entire contract
TOTAL	\$72,990.63										

All Approved \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ Pull Out # \_\_\_\_\_

\_\_\_\_\_  
Council President