

CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

March 10, 2026

5:55 P.M. PUBLIC HEARING

ORDINANCE NO. 2025-67
VACATING A PORTION OF MORNINGSIDE AVENUE

6:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of February 24, 2026

COMMUNICATIONS

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Zakel, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Ference, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director

ADJOURNMENT

CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

MARCH 10, 2026

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2025 PENDING LEGISLATION

ORDINANCE NO. 2025-67 – INTRODUCED BY MAYOR CASTELLI

An Ordinance vacating a portion of Morningside Avenue.

First Reading & Referred to Planning Commission – 10/28/2025, Second Reading – 11/11/2025,

Public Hearing – 3/10/2026

2026 PENDING LEGISLATION

RESOLUTION NO. 2026-15 – INTRODUCED BY COUNCILMAN FERENCE

A Resolution finding and declaring the property located at 7640 Eastland Road, Middleburg Heights to be a nuisance and specifying demolition as necessary to abate such nuisance and declaring an emergency.

First Reading – 2/24/2026

UN-NUMBERED LEGISLATION

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTI

An emergency ordinance to approve the editing and inclusion of certain ordinances as parts of the various component codes of the codified ordinances; to provide for the adoption of new matter in the updated and revised codified ordinances; to provide for the publication of such new matter; and to repeal ordinances and resolutions in conflict therewith.

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTI

An Ordinance to make supplemental appropriations for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2026.

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTI

An Ordinance authorizing the mayor and finance director to enter into a contract with Zambelli Fireworks Manufacturing Company.

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTI

An Ordinance authorizing all actions necessary to accept a Northeast Ohio Public Energy Council (NOPEC) 2026 Energized Community Grant.

INTRODUCED BY COUNCILMAN McGREGOR

A Resolution authorizing the mayor to enter into a Cooperative Service Agreement with the U.S. Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) for the White-Tailed Deer Management Plan.

INTRODUCED BY COUNCILMAN MEANY

A Resolution authorizing the mayor to enter into a 20' wide gas pipeline non-exclusive strip easement with Columbia Gas of Ohio, Inc.

INTRODUCED BY COUNCILMAN MEANY

A Resolution authorizing the mayor to enter into a Memorandum of Understanding agreement renewal of pipe services (NPDES Phase II Permit, Minimum Control Measures #1 and #2)

INTRODUCED BY MAYOR CASTELLI

A Resolution authorizing engagement of Mansour Gavin LPA to provide legal services in regard to labor, employment and related services.

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2026-

Introduced By: Mr. Bortolotto
Co-Sponsors: Mr. Meany, Mr. Ference

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; AND TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City, and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council, but not heretofore included in the Codified Ordinances of the City, have now been made a part thereof, and

WHEREAS, certain sections of the Codified Ordinances of the City have been revised to conform to current State law;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, OHIO:

SECTION I. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

402.01 to 402.95, 408.05, 414.02, 414.03, 414.04, 414.10, 414.11, 414.12, 414.13, 416.01, 416.03, 416.12, 432.205, 432.30, 432.31, 432.32, 432.33, 432.34, 434.01, 434.03, 434.035, 434.07, 434.08, 434.11, 436.04, 436.072, 436.074, 436.09, 438.16, 438.225, 438.24, 438.26, 438.27, 440.01, 442.01, 442.04, 442.05, 451.03, 451.04, 451.05, 606.01, 606.06, 606.12, 606.15, 612.07, 620.01, 620.02, 620.03, 620.04, 620.05, 620.07, 620.08, 620.15, 620.16, 630.05, 636.12, 636.15, 636.16, 642.01, 642.02, 648.08, 648.14, 666.01, 666.02, 666.03, 666.07, 666.20, 672.18, 698.03, 698.05

SECTION II. That the following section is hereby repealed:

416.11 Motorized wheelchair operators.

SECTION III. Pursuant to R.C. § 731.23, the Clerk of Council shall publish, in a manner required by law, a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2025 Replacement Pages for the Codified Ordinances, a copy of which summary is attached hereto as Exhibit A.

SECTION IV. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section I of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to September 9, 2025.

SECTION V. This ordinance shall, if approved by the requisite majority, be an emergency measure, the particular emergency being the immediate need to have an up-to-date codification of the City's legislation, one which is consistent with current State law, as required by the Ohio Constitution, with which to administer the affairs of the City and ensure law and order in the City. If this ordinance is not passed by the requisite majority, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

EXHIBIT A

SUMMARY OF NEW MATTER
CONTAINED IN THE 2025 REPLACEMENT PAGES
FOR THE
CODIFIED ORDINANCES OF MIDDLEBURG HEIGHTS, OHIO

New matter in the Codified Ordinances of Middleburg Heights, Ohio, as contained in the 2025 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
402.01	Meaning of words and phrases.
402.02	Definition of agricultural tractor; multi-wheel agricultural tractor; traction engine.
402.03	Definition of alley.
402.04	Definition of arterial street or highway.
402.05	Definition of autocycle.
402.06	Definition of beacon.
402.07	Definition of bicycle.
402.08	Definition of bicycle box.
402.09	Definition of bicycle lane.
402.10	Definition of bicycle signal face.
402.11	Definition of bicycle signal sign.
402.12	Definition of bikeway.
402.13	Definition of bus.
402.14	Definition of business district.
402.15	Definition of busway.
402.16	Definition of cab-enclosed motorcycle.
402.161	Definition of center or centerline of street.
402.17	Definition of chauffeured limousine.
402.18	Definition of child care center or Type A family child care home.
402.19	Definition of commercial tractor.
402.20	Definition of controlled-access highway.
402.21	Definition of crosswalk.
402.22	Definition of driver or operator.
402.23	Definition of driveway.
402.24	Definition of electric bicycle.
402.25	Definition of electronic.
402.26	Definition of emergency vehicle.
402.27	Definition of explosives.
402.28	Definition of expressway.
402.29	Definition of farm machinery.
402.30	Definition of flammable liquid.
402.31	Definition of freeway.
402.32	Definition of funeral escort vehicle.
402.33	Definition of gross weight.
402.34	Definition of highway maintenance vehicle.
402.35	Definition of highway traffic signal.

<u>Section</u>	<u>New or amended matter regarding:</u>
402.36	Definition of hybrid beacon.
402.37	Definition of in-road warning light.
402.38	Definition of intersection.
402.39	Definition of lane-use control signal.
402.40	Definition of laned highway.
402.41	Definition of limited driving privileges.
402.42	Definition of local authorities.
402.43	Definition of low-speed micromobility device.
402.44	Definition of median.
402.45	Definition of motor-driven cycle or motor scooter.
402.46	Definition of motor vehicle.
402.47	Definition of motorcycle.
402.48	Definition of motorized bicycle or moped.
402.49	Definition of motorized wheelchair.
402.50	Definition of natural resources officer.
402.51	Definition of operate.
402.52	Definition of parking or parked.
402.53	Definition of pedestrian.
402.54	Definition of person.
402.55	Definition of pole trailer.
402.56	Definition of police officer.
402.57	Definition of predicate motor vehicle or traffic offense.
402.58	Definition of private road.
402.59	Definition of public safety vehicle.
402.60	Definition of railroad.
402.61	Definition of railroad sign or signal.
402.62	Definition of residence district.
402.63	Definition of ridesharing arrangement.
402.64	Definition of right-of-way.
402.65	Definition of road service vehicle.
402.66	Definition of roadway.
402.67	Definition of roundabout.
402.68	Definition of rural mail delivery vehicle.
402.69	Definition of safety zone.
402.70	Definition of school bus.
402.71	Definition of semitrailer.
402.72	Definition of shared-use path.
402.73	Definition of shoulder.
402.74	Definition of sidewalk.
402.75	Definition of site roadway open to public travel.
402.76	Definition of state.
402.77	Definition of state highway.
402.78	Definition of state route.
402.79	Definition of stop.
402.80	Definition of stop intersection.
402.81	Definition of stopping or standing.
402.82	Definition of street or highway.
402.83	Definition of through highway.

<u>Section</u>	<u>New or amended matter regarding:</u>
402.84	Definition of thruway.
402.85	Definition of traffic.
402.86	Definition of traffic control device.
402.87	Definition of traffic control signal.
402.88	Definition of trailer.
402.89	Definition of train.
402.90	Definition of truck.
402.901	Definition of truck zone.
402.91	Definition of two-stage bicycle turn box.
402.92	Definition of urban district.
402.93	Definition of vehicle.
402.94	Definition of waste collection vehicle.
402.95	Definition of wildlife officer.
408.05	Committing an offense while distracted penalty.
414.02	Through streets; stop and yield right-of-way signs.
414.03	Traffic signal indications.
414.04	Lane-use control signal indications.
414.10	Unauthorized possession or sale of devices.
414.11	Portable signal preemption devices prohibited.
414.12	Driver's duties upon approaching ambiguous or non-working traffic signal.
414.13	Bicycle symbol signal indications.
416.01	Duties of pedestrians and drivers at crosswalks.
416.03	Right-of-way yielded by pedestrian; crossing roadways.
416.11	Motorized wheelchair operators. (Repealed)
416.12	Operation of electric personal assistive mobility devices.
432.205	Stop signs on private roads.
432.30	Stopping for school bus; discharging children.
432.31	Driving across grade crossing.
432.32	Stopping at grade crossing.
432.33	Slow-moving vehicles or equipment at grade crossings.
432.34	Obstructing intersections, crosswalks or grade crossings.
434.01	Driving or physical control of vehicle while under the influence of alcohol or drugs.
434.03	Maximum speed limits; assured clear distance ahead.
434.035	Speed limits on private roads and driveways.
434.07	Street racing, stunt driving and street takeovers prohibited.
434.08	Vehicular homicide; vehicular manslaughter; vehicular assault.
434.11	Texting while driving prohibited.
436.04	Certain acts prohibited.
436.072	Driving under financial responsibility law suspension or cancellation; driving under a nonpayment of judgment suspension.
436.074	Driving under license forfeiture or child support suspension.
436.09	Display of license plates or validation stickers; registration.
438.16	Number of lights permitted; red and flashing lights.
438.225	Use of sunscreening, nontransparent and reflectorized materials.
438.24	Motor vehicle stop lights.
438.26	Vehicles transporting preschool children.
438.27	Child restraint system usage.
440.01	Load limits; truck routes.

<u>Section</u>	<u>New or amended matter regarding:</u>
442.01	Definitions related to commercial vehicles.
442.04	Prohibitions.
442.05	Criminal offenses.
451.03	Prohibited standing or parking places.
451.04	Manner of parallel and angle parking; privileges for persons with disabilities.
451.05	Willfully leaving vehicles on private or public property.
606.01	Definitions related to general provisions; administration and enforcement.
606.06	Limitation on criminal prosecution.
606.12	Failure to report a crime or death.
606.15	Obstructing justice.
612.07	Open container prohibited.
620.01	Drug definitions.
620.02	Adult use cannabis control; limitations on conduct by individuals.
620.03	Drug possession offenses.
620.04	Possessing drug abuse instruments.
620.05	Permitting drug abuse.
620.07	Possessing or using harmful intoxicants.
620.08	Illegally dispensing drug samples.
620.15	Counterfeit controlled substances.
620.16	Drug paraphernalia.
630.05	Illegal distribution of cigarettes, other tobacco products or alternate nicotine products; transaction scans.
636.12	Misuse of 9-1-1 system.
636.15	Illegal use of a tracking device or application.
636.16	Domestic violence.
642.01	Definitions pertaining to offenses relating to property.
642.02	Petty theft.
648.08	Inducing panic.
648.14	Impeding public passage of an emergency service responder.
666.01	Definitions concerning sex related offenses.
666.02	Unlawful sexual conduct with a minor.
666.03	Sexual imposition.
666.07	Procuring; engagement in sexual activity for hire.
666.20	Grooming.
672.18	Possession of an object indistinguishable from a firearm in a school safety zone.
698.03	Imposing sentence for misdemeanor.
698.05	Multiple sentences.

City of Middleburg Heights, Ohio

Ordinance No. 2026-_____

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Ference

**AN ORDINANCE
TO MAKE SUPPLEMENTAL APPROPRIATIONS
FOR CURRENT EXPENDITURES AND EXPENSES
FOR THE CITY OF MIDDLEBURG
HEIGHTS FOR THE CALENDAR YEAR 2026**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2026, the following sums be appropriated from the General Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Police - Other - Animal Care & Supplies (4th Qtr 2025 through 2/22/26 donations)	\$ 1,540.00
Fac Maint - Other - Fac. Maint Service Garage (Animal Shelter Sign)	\$ 4,200.00
General Govt - Misc. Contr. Services - Barn Painting - US 250th Anniversary	\$ 7,500.00
Total Increase to the General Fund	\$ 13,240.00

Section 2. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2026, the following sums be appropriated from the Capital Improvements Fund:

<u>Description</u>	<u>Increase (Decrease)</u>
Service - Capital - Automated Work Zone Traffic Signal Equipment	\$ 25,000.00
Total Increase to the Capital Improvements Fund	\$ 25,000.00

Section 3. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____

APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

MAYOR

City of Middleburg Heights, Ohio

Ordinance No. 2026-____

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Ference

**AN ORDINANCE
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A CONTRACT WITH
ZAMBELLI FIREWORKS MANUFACTURING COMPANY**

WHEREAS, the City's purchasing policy requires City Council approval on any single purchase of products or services exceeding \$25,000 or any professional service contract exceeding \$10,000, with the exception of items purchased through or at an amount equal to an approved cooperative purchasing agreement; and

WHEREAS, the City desires to retain the services of a competent and qualified contractor to provide certain products/services to the City; and

WHEREAS, Zambelli Fireworks Manufacturing Company is competent and qualified to furnish products and/or services to the City and has provided a responsive and responsible proposal, and desires to provide the fireworks display for the 2026 Summer in the City Fest.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That the Mayor and Finance Director is hereby authorized to enter into a contract with Zambelli Fireworks Manufacturing Company to provide certain products and/or services to the City, a copy of which is attached hereto and marked "Exhibit A".

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____

APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTA	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

MAYOR

and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, where applicable, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks when required. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by the City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather

prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third-Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of California to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due,

plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

- 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
- 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to _____
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

John Hagan, Sales Director Western Region
Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:
Zambelli Fireworks Manufacturing Co.
280 Executive Drive, Suite 100
Cranberry Township, PA 16066

Or email to: t.nichols@zambellifireworks.com

CA Office: 800-322-7142

City of Middleburg Heights, Ohio

Ordinance No. 2026-_____

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Ference

**AN ORDINANCE
AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
A NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2026 ENERGIZED COMMUNITY GRANT**

WHEREAS, the City of Middleburg Heights, Ohio (the "City") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC Energized Community Grants for 2026 ("NEC Grant") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That this Council of the City of Middleburg Heights finds and determines that it is in the best interest of the City to accept the NEC Grant for 2026, and authorizes the Mayor and/or Finance Director to execute the Grant Agreement to accept the NEC Grant(s) funds.

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

PRESENTED TO MAYOR _____

APPROVED ON: _____

	YEAS	NAYS
BORTOLOTTA	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

MAYOR

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and the City of Middleburg Heights, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. Property and Equipment Purchases. All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. Inability to Perform. In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. Dispute Resolution. In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. Termination.

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. Effects of Termination.

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: Director of Finance

Name: Jason Stewart

15700 Bagley Road

Middleburg Heights, Ohio 44130

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026-

Introduced By: Mr. McGregor
Co-Sponsors: Mr. Sage, Mr. Bortolotto

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE SERVICE
AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE ANIMAL AND
PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)
FOR THE WHITE-TAILED DEER MANAGEMENT PLAN**

WHEREAS, the purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the City of Middleburg Heights with their White-tailed Deer Management Plan; and

WHEREAS, through the implementation of management measures as set forth in the Work Plan, which is attached hereto and made a part hereof, APHIS-WS will assist the City of Middleburg Heights with the sharpshooting and baiting portion of their White-tailed Deer Management Plan; and

WHEREAS, the City of Middleburg Heights will reimburse APHIS-WS for costs, not to exceed the approved amount specified in the Financial Plan, which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services, with terms and conditions the same or similar to "Exhibit A", a copy of which is attached hereto, for the agreement period of January 1, 2026, through September 30, 2026.

Section 2: That there is hereby appropriated up to \$57,836.16 from the General Fund to implement this Resolution.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in

compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

COOPERATIVE SERVICE AGREEMENT
between
CITY OF MIDDLEBURG HEIGHTS (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 □ PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2 □ AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

CITY OF MIDDLEBURG HEIGHTS:

Robert Swanson
Deputy Chief
15600 E. Bagley Road
Middleburg Heights, OH 44130
Phone: 440-239-6248
Email: rswanson@middleburgheights-oh.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 □ APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA/APHIS/WS:
Lee Humberg, Acting State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: lee.a.humberg@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to

conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 □ CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 □ NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 □ CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 □ LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 □ LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 □NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **1/1/2026** and shall continue through **9/30/2026**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 34-6001879
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Matthew J. Castelli, Mayor City of Middleburg Heights 15700 Bagley Road Middleburg Heights, Ohio 44130 Phone: (440) 234-8811	Date
--	------

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Lee Humberg, Acting State Director USDA, APHIS, WS 4469 Professional Parkway Groveport, Ohio 43125 Phone: (614) 993-3444	Date
--	------

Keith P. Wehner Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 200 Raleigh, NC 27606	Date
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WORK PLAN

In accordance with the Cooperative Service Agreement between the City of Middleburg Heights and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To assist the CITY OF MIDDLEBURG HEIGHTS with meeting the objectives of their White-tailed Deer Management Plan, to help reduce damage and public safety threats caused by white-tailed deer.

Plan of Action

This work plan is contingent upon an approved deer management plan between the CITY OF MIDDLEBURG HEIGHTS and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and also the issuance of any other Municipal permits if applicable.

Through the implementation of management measures described below, APHIS-WS will assist the CITY OF MIDDLEBURG HEIGHTS with the sharpshooting and baiting portion of their White-tailed Deer Management Plan.

APHIS-WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF MIDDLEBURG HEIGHTS. APHIS-WS will coordinate with the CITY OF MIDDLEBURG HEIGHTS project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS-WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF MIDDLEBURG HEIGHTS using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined CITY OF MIDDLEBURG HEIGHTS facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts. APHIS-WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF MIDDLEBURG HEIGHTSs choice. APHIS-WS will invoice the CITY OF MIDDLEBURG HEIGHTS as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for **up to** 100 deer. The 100 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 100 deer for the year and the CITY OF MIDDLEBURG HEIGHTS would only be invoiced for the deer removed. If more than 100 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. The ability of APHIS-WS to reach city goals is also dependent on the availability of sites at the time operations take place. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between 1/1/2026 and 3/31/2026. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

CITY OF MIDDLEBURG HEIGHTS will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS-WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the processing of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- Provide yearly white-tailed deer population estimates or data that supports program goals.
- CITY OF MIDDLEBURG HEIGHTS law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations if applicable.
- CITY OF MIDDLEBURG HEIGHTS law enforcement shall be available during removal operations and in direct communications with APHIS-WS.
- CITY OF MIDDLEBURG HEIGHTS shall arrange for donation of the meat and provide APHIS-WS with that information to provide to the processor/butcher.
- CITY OF MIDDLEBURG HEIGHTS shall maintain records as required by ODW and report results to ODW and APHIS-WS upon completion of the program.

Monitoring of Accomplishments

APHIS-WS will provide a final annual report to the CITY OF MIDDLEBURG HEIGHTS no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$30,648.75
Travel		\$0
Vehicles		\$1,462.81
Other Services		\$15,100.00
Supplies and Materials		\$775.00
Equipment		\$500.00
Subtotal (Direct Charges)		\$45,486.56
Pooled Job Costs	11.00%	\$5,003.52
Indirect Costs	16.15%	\$7,346.08
Aviation Flat Rate Collection		\$0
Agreement Total		\$57,836.16
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$57,836.16 APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.</p>		

Financial Point of Contact:

Jason Stewart
 City of Middleburg Heights
 15700 Bagley Road
 Middleburg Heights, Ohio 44130
 Email:

Patricia De Graff,
 USDA, APHIS, WS
 8540 Coonpath Rd. NW
 Carroll, Ohio 43112
 Phone: (614) 595-2396
 Email: Patricia.a.degraff@usda.gov

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026-

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 20' WIDE GAS PIPELINE NON-EXCLUSIVE STRIP EASEMENT WITH COLUMBIA GAS OF OHIO, INC.

WHEREAS, flooding of public and private property has been a concern throughout the City of Middleburg Heights; and

WHEREAS, the City acquired parcel numbers 372-23-030 and 372-26-024 to allow the City to proceed with necessary improvements to increase stormwater detention capacity to reduce flooding within the City; and

WHEREAS, it is necessary for Columbia Gas of Ohio to relocate the gas pipeline running through these parcels to allow for the construction of detention basins near the Big Creek Parkway Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a non-exclusive strip easement with Columbia Gas of Ohio, Inc. to allow the relocation of gas pipelines within the bounds of Parcel Numbers 372-23-030 and 372-26-024, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

Easement No. _____

EASEMENT

This non-exclusive Easement (collectively, this Easement) is made by and between **City of Middleburg Heights, an Ohio Municipal Corporation**, with a mailing address of 15700 Bagley Rd., Middleburg Heights, OH 44130 (the Grantor whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the Grantee).

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in City of Middleburg Heights, Cuyahoga County, Ohio, containing 1.36 & 0.94 acres, more or less, and more particularly described in Instr. Nos. 202011060248 & 202104070296, as recorded in the Office of Recorder of Deeds, Cuyahoga County, Ohio on 11/6/2020 & 4/7/2021 (the Premises) to all the following:

PPN: 372-23-030 & 372-26024

- i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the Facilities); and
- ii. perform pre-construction and due diligence work; and
- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following:

(a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; (a2) clear the Easement Area of any other obstruction of any kind that, after consultation with the Grantor, is determined by both parties to prevent or interfere with Grantee's rights under this easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) after consultation with the Grantor and determined by both parties to prevent or interfere with Grantee's rights under this easement by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as Encroachments).

The Grantor and the Company also agree as part of the consideration hereof that upon the parties' execution of this Easement in the public lands records of Cuyahoga County, Ohio, then the parties mutually agree to the termination and release of the Company's existing, overlapping easement rights (as successor-Grantee) burdening Grantor's servient estate dated May 1, 1915, as described and recorded in Volume 1619, Page 460, Recorder's Office, Cuyahoga County, Ohio (the Released Easement), and the provisions of this easement will control and supersede over the provisions of the Released Easement.

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the Easement Area) as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Except for landscaping, Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, but may cross Easement Area with such machinery or equipment, or engage in any activity within the Easement Area that, after consultation with the Grantor, is determined to create or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection

with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

GRANTOR AND GRANTEE AGREE THAT, EXCEPT TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF GRANTEE OR ITS REPRESENTATIVES AND CONTRACTORS, GRANTEE SHALL NOT BE LIABLE FOR, AND IS FOREVER RELEASED FROM, ANY AND ALL CLAIMS, DAMAGES, LOSSES, JUDGMENTS, SUITS, ACTIONS, AND LIABILITIES, WHETHER ARISING DURING, PRIOR TO, OR SUBSEQUENT TO THE TERM OF THIS EASEMENT, RELATED TO THE PRESENCE OF POLLUTANTS, CONTAMINANTS, PETROLEUM, HAZARDOUS SUBSTANCES, OR ENDANGERMENTS IN, BENEATH, OR ALONG THE PREMISES.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

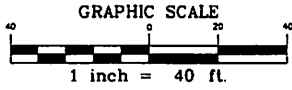
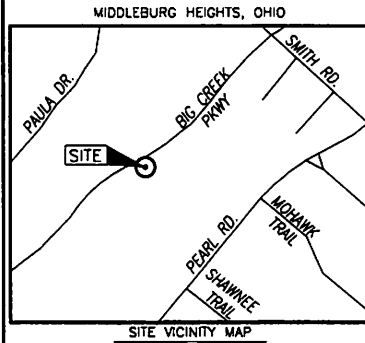
Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be

lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

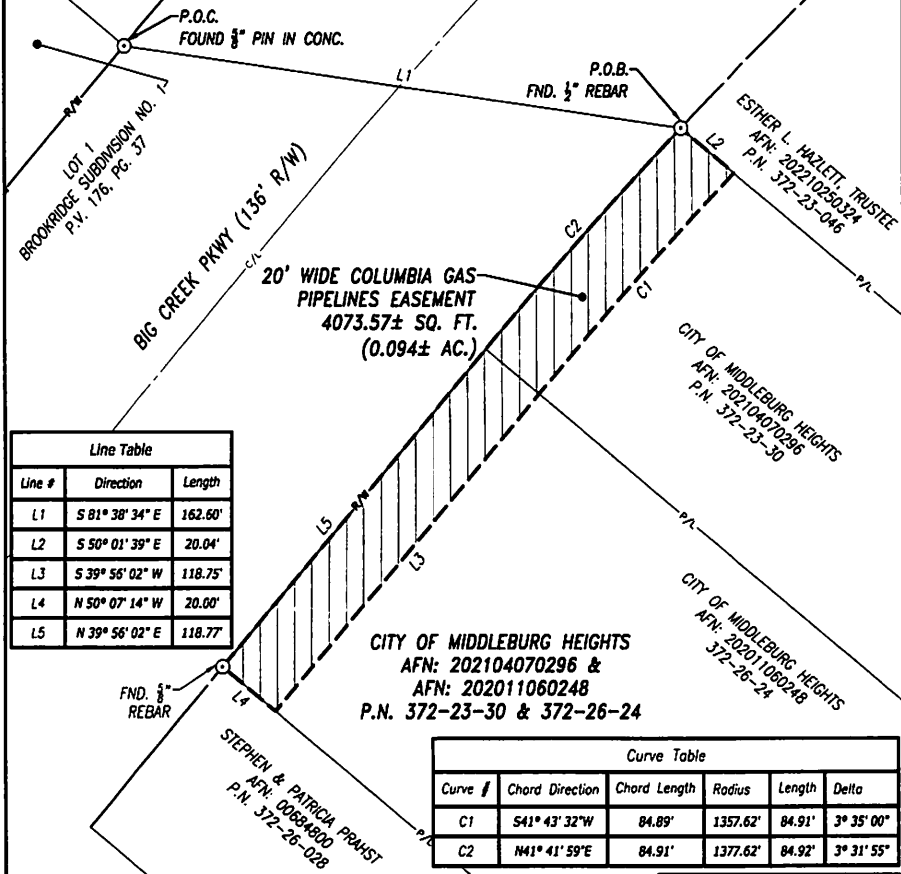
Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

EXHIBIT 'A'



Columbia Gas of Ohio
A NSource Company



Line Table		
Line #	Direction	Length
L1	S 81° 38' 34" E	162.60'
L2	S 50° 01' 39" E	20.04'
L3	S 39° 56' 02" W	118.75'
L4	N 50° 07' 14" W	20.00'
L5	N 39° 56' 02" E	118.77'

Curve Table					
Curve #	Chord Direction	Chord Length	Radius	Length	Delta
C1	S41° 43' 32" W	84.89'	1357.62'	84.91'	3° 35' 00"
C2	N41° 41' 59" E	84.91'	1377.62'	84.92'	3° 31' 55"

<p>THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.</p> <p>PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING</p>		<p>REVISION</p> <p>FISHEL ORDER # 05263000</p> <p>JOB ORDER 4000094695</p> <p>WORK ORDER</p>	
<p>COMPANY COLUMBIA GAS OF OHIO, INC.</p>		<p>LOCATION MIDDLEBURG HEIGHTS</p> <p>COUNTY CUYAHOGA</p> <p>STATE OHIO</p>	
<p>PROJECT 20' STRIP EASEMENT ON THE PROPERTY OF CITY OF MIDDLEBURG HEIGHTS</p>		<p>CK'D BY MLH</p> <p>DRAWING NO. EXHIBIT A</p>	
<p>DATE 2-3-26</p> <p>SCALE 1"=40'</p>	<p>ENGINEER CGO</p> <p>TECHNICIAN DWW</p>	<p>PAGE 1 OF 2</p>	<p>MAPS</p>

EXHIBIT "A"

**DESCRIPTION OF A 20' WIDE GAS PIPELINES
STRIP EASEMENT FOR
COLUMBIA GAS OF OHIO, INC.
(A NiSource Company)**

Situate in the State of Ohio, County of Cuyahoga, City of Middleburg Heights, being part of Original Middleburg Township Lot Number 14, Turnpike Tract, being a non-exclusive easement within the bounds of Parcel Numbers 372-23-30 and 372-26-24, and being currently conveyed to **City of Middleburg Heights** (hereon referred to as Grantor) of record in AFN: 202104070296 and AFN: 202011060248 respectively, recorded in the Cuyahoga County Recorder's Office, Cleveland, Ohio, and being more particularly described as follows:

Commencing at a Found 5/8" Iron Pin in Concrete in southeast corner of Lot 1, Brookridge Subdivision No. 1 as shown in Plat Volume 176, Page 37, and north right-of-way line of Big Creek Parkway (136' R/W), Thence, **S-81° 38' 34"-E** for a distance of **162.60** feet to a Found 1/2" Rebar at the northeast corner of said Grantor, said Rebar is the **Point of Beginning** of the hereon described easement.

Thence, with the following six (6) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **S-50° 01' 39"-E** with the northeasterly line of Grantor for a distance of **20.04** feet to a point;
2. Thence, on a curve to the left, having a Chord Bearing and Distance of **S-41° 43' 32"-W 84.89** feet, a Radius of **1357.62** feet, an Arc Length of **84.91** feet, and a Delta Angle of **03° 35' 00"** to a point;
3. Thence, **S-39° 56' 02"-W** for a distance of **118.75** feet to a point in the southwesterly line of said Grantor;
4. Thence, **N-50° 07' 14"-W** with said line for a distance of **20.00** feet to a Found 5/8" Rebar;
5. Thence, **N-39° 56' 02"-E** with the south right-of-way line of Big Creek Parkway for a distance of **118.77** feet to a point;
6. Thence, on a curve to the right, having a Chord Bearing and Distance of **N-41° 41' 59"-E 84.91** feet, a Radius of **1377.62** feet, an Arc Length of **84.92** feet, and a Delta Angle of **03° 31' 55"** to the **Point of Beginning**.

Said easement as surveyed contains **4073.57±** Square Feet (**0.094±** Acre) of land more or less.

By: _____

Drew Wright
Professional Surveyor #8667



CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026-

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING AGREEMENT RENEWAL OF PIPE SERVICES
(NPDES PHASE II PERMIT, MINIMUM CONTROL MEASURES #1 AND #2)**

WHEREAS, since 2017 the City of Middleburg Heights has partnered with Cuyahoga Soil & Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS) for services related to the community mandated Public Involvement and Public Education (PIPE) program under the Ohio EPA Municipal Separate Storm Sewer System (MS4) Permit; and

WHEREAS, under the MS4 Permit, the City is required to develop, implement, and enforce a Stormwater Management Plan that addresses six Minimum Control Measures; and

WHEREAS, MCM#1, Public Education and Outreach and MCM#2, Public Participation and Involvement make up the PIPE Program (Public Involvement, Public Education) to raise awareness through education, stewardship opportunities and public involvement working to change the perceptions and behaviors of the public for a cleaner, healthier environment; and

WHEREAS, this MOU between Cuyahoga Soil & Water Conservation District (SWCD), the Northeastern Ohio Regional Sewer District (NEORS), and the City of Middleburg Heights provides an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2 as established by the City's OEPA-issued stormwater permit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the Cuyahoga SWCD and the NEORS for services related to the mandated Public Involvement and Public Education (PIPE) program under the Ohio EPA Municipal Separate Storm Sewer System (MS4) Permit at a cost not to exceed \$6,600, a copy of which is attached hereto and marked "Exhibit A".

Section 2: That there is hereby appropriated up to \$6,600 from the Service Department Miscellaneous Contracts Fund to implement this Resolution.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____

Approved On: _____

Clerk of Council

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

MEMORANDUM OF UNDERSTANDING for 2026-2030
Between Cuyahoga Soil & Water Conservation District
and the
Northeastern Ohio Regional Sewer District
and the City of Middleburg Heights

This Memorandum of Understanding ("MOU") is made effective as of the 1st day of January, 2026 ("Effective Date"), between Cuyahoga Soil & Water Conservation District ("Cuyahoga SWCD") and the Northeastern Ohio Regional Sewer District ("NEORSD"), pursuant to the authority of Board Resolution 17-26, adopted February 5, 2026 and the City of Middleburg Heights ("City"), referred to herein as the "Parties," to provide technical support in meeting the Ohio EPA's National Pollutant Discharge Elimination System (NPDES) General Permit for Municipal Separate Storm Sewer Systems (MS4s) (NPDES Phase II) requirements for the following Minimum Control Measures (MCMs):

- MCM #1- Public Education and Outreach
- MCM #2- Public Participation

BACKGROUND AND PURPOSE

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the City, Cuyahoga SWCD, and NEORSD accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and involvement in potential solutions for a healthier environment. In providing conservation education assistance and expertise to the City, Cuyahoga SWCD hopes to influence citizens to better protect and conserve soil and water resources both locally and throughout Ohio. Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD's authority for engaging in this MOU.

Additionally, NEORSD is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measures #1, #2, #3, and #6 under NEORSD's Regional Stormwater Management Code (Title V) and is further authorized to provide such services through agreements with service providers such as Cuyahoga SWCD.

Cuyahoga SWCD, NEORSD, and the City have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

ANNUAL PROGRAM TASKS

Cuyahoga SWCD will work with the City and NEORSD to provide an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2, as established by the City's OEPA-issued stormwater permit. The following tasks will be completed annually as part of the PIPE program implementation:

Public Education

- Creation and distribution of printed and digital materials related to the annual outreach theme and targeted messages.
- Links to publicly accessible education and outreach materials and articles on the Cuyahoga SWCD website.
- Targeted mailings to a minimum of 10% of City households annually (50% of households reached over the life of the MOU).
- Public presentations on a range of local conservation topics for community groups, elected officials, and other audiences as requested.
- Providing materials and/or staff tabling support for community events such as Home Days, Earth Day, and Arbor Day events as requested.
- Offering educator professional development opportunities, including classroom and hands-on training in curriculum supplements such as Project WET and Project Learning Tree and leading Meaningful Watershed Education Experiences.
- Providing schools presentations and activities aimed at youth education such as Enviroscope, water quality testing, and soil erosion models.

Public Involvement

- Providing programs and workshops for residents and other landowners to learn about and improve onsite stormwater management on their properties.
- Supporting community-based volunteer activities such as stream cleanups, tree planting, storm drain stenciling, and rain garden installation/maintenance.
- Administering conservation pledges for residents to adopt watershed-friendly practices or behaviors.

Program Administration

- Development of MOU and annual MOU renewal process.
- Tracking MOU renewal status, payments, and reimbursement through NEORSD.
- Annual meeting with assigned Cuyahoga SWCD staff lead to understand community priorities and engagement opportunities.
- Development of an annual Outreach Strategy, outlining targeted audiences, stormwater messages, message delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- Support updating language in City's Stormwater Master Plan (SWMP) related to MCMs #1 and #2.

- Documenting all PIPE program activities completed throughout the year and support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- Audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- Community survey conducted once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

MOU PARTNER ROLES & RESPONSIBILITIES

Cuyahoga SWCD Responsibilities:

Through this MOU, Cuyahoga SWCD will be responsible for the following:

- 1) Cuyahoga SWCD will lead the annual MOU renewal process, including tracking MOU renewal status, payments, and reimbursement requests submitted to NEORS.
- 2) Cuyahoga SWCD will coordinate an annual meeting between City and assigned Cuyahoga SWCD staff to understand community priorities and engagement opportunities.
- 3) Cuyahoga SWCD will lead implementation of Public Education and Public Involvement activities as outlined in the Annual Program Tasks section above.
- 4) Cuyahoga SWCD will work with the City to develop an annual Outreach Strategy to outline targeted audiences, messages, delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- 5) Cuyahoga SWCD will provide updated language to the City for inclusion in its Stormwater Master Plan (SWMP) related to MCMs #1 and #2.
- 6) Cuyahoga SWCD will document all PIPE program activities completed throughout the year and providing support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- 7) Cuyahoga SWCD will provide audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- 8) Cuyahoga SWCD will conduct a community survey once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

City's Responsibilities:

Through this MOU, the City will be responsible for the following:

- 1) The City will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the City's annual PIPE program. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.

- 2) The City will designate one or more individual(s) to serve as the City's liaison(s) to Cuyahoga SWCD for implementation of the annual PIPE program. The designated individual will be responsible for the following:
 - a. Meeting with Cuyahoga SWCD staff annually to review annual PIPE program deliverables, Outreach Strategy, and community priorities.
 - b. Identifying target audiences and community event opportunities for the PIPE program.
 - c. Supporting Cuyahoga SWCD staff in coordinating community workshops, volunteer events, or other public involvement activities conducted as part of the City's annual PIPE program.
 - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The City will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
- 4) The City will provide a resolution to Cuyahoga SWCD acknowledging this working agreement and providing documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

NEORSD's Responsibilities:

Through this MOU, NEORSD will be responsible for the following:

- 1) In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 6,600.00 to the City, which shall use such appropriation as reimbursement for payments made to Cuyahoga SWCD to carry out the services set forth in this MOU.
- 2) NEORSD will coordinate with Cuyahoga SWCD and the City to review PIPE program deliverables, Outreach Strategy, and community priorities on an annual basis.
- 3) NEORSD will provide quarterly reports to Cuyahoga SWCD detailing reimbursement status for payments made to Cuyahoga SWCD for the services set forth in this MOU.

GENERAL TERMS OF UNDERSTANDING

- 1) The Parties recognize that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES Phase II regulations specific to MCMs #1 and #2 and are relying on such expertise to implement an effective annual Public Involvement and Public Education program.
- 2) The Parties recognize that Cuyahoga SWCD does not hold regulatory authority under Ohio Revised Code or OEPA's NPDES Phase II General Permit.
- 3) All Parties will review quality of assistance and address concerns as they arise.
- 4) All assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- 5) All Parties recognize Cuyahoga SWCD's obligation to make its reports and/or other written materials available to the public on request in accordance with the Ohio Public Records Act.

- 6) Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

NORTHEAST OHIO REGIONAL SEWER DISTRICT	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
MATT SCHARVER, DIRECTOR OF WATERSHED PROGRAMS	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
SCHARVERM@NEORS.D.ORG	KHALL@CUYAHOGASWCD.ORG
CLEVELAND, OHIO 44115	CLEVELAND, OHIO, 44114
CITY OF MIDDLEBURG HEIGHTS	
JAMES P. HERRON, DIRECTOR OF PUBLIC SERVICE	
JHERRON@MIDDLEBURGHEIGHTS.COM	
MIDDLEBURG HEIGHTS, OHIO, 44130	

- 7) In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this MOU which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - c. The rights and obligations of the Parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
- 8) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9) In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
- 10) There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the City or NEORS for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- 11) No Party under this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.

- 12) This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
- 13) By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, NEORSD, and the City may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORSD and the City to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

INDEMNIFICATION

Cuyahoga SWCD, NEORSD, and the City do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORSD, and the City may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

TERM, RENEWAL, TERMINATION

The term of this MOU shall commence on January 1, 2026 or the date ("Initial Effective Date") Cuyahoga SWCD receives written notice from the City, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the City's annual PIPE Program for each following 12-month period. This MOU shall expire December 31, 2030 or five (5) years after the Initial Effective Date, unless this MOU is terminated sooner, or unless the MOU is extended by the City.

The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of all Parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the other Parties.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER
CONSERVATION DISTRICT**

CITY OF MIDDLEBURG HEIGHTS

(Signature)

(Signature)

BY: _____
(Printed Name, Title)

BY: _____
(Printed Name, Title)

DATE: _____

DATE: _____

NORTHEAST OHIO REGIONAL SEWER DISTRICT

(Signature)

BY: __Kyle Dreyfuss-Wells, Chief Executive Officer
(Printed Name, Title)

DATE: _____

(Signature)

BY: Darnell Brown, President, Board of Trustees
(Printed Name, Title)

DATE: _____

This Instrument Reviewed By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District
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[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION
DISTRICT

AND

CITY OF MIDDLEBURG HEIGHTS

FOR

2026 – 2030 PHASE II STORMWATER
REGULATION SUPPORT

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.

Total Amount Not-to-Exceed: \$33,000.00

2026 - \$6,600.00
2027 - \$6,600.00
2028 - \$6,600.00
2029 - \$6,600.00
2030 - \$6,600.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Date

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026-

Introduced By: Mayor Matthew Castelli

**A RESOLUTION
AUTHORIZING ENGAGEMENT OF MANSOUR GAVIN LPA
TO PROVIDE LEGAL SERVICES IN REGARD TO
LABOR, EMPLOYMENT AND RELATED SERVICES**

WHEREAS, the Law Director is recommending the engagement of the law firm Mansour Gavin LPA to provide legal services in regard to labor, employment, and other legal services as further described under "Scope and Duration of Engagement" in the attached engagement letter; and

WHEREAS, the purpose of this engagement letter is to confirm the terms and conditions upon which Mansour Gavin LPA will provide those legal services; and

WHEREAS, James A. Budzik will be the attorney primarily responsible for the legal services to the City of Middleburg Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign an engagement letter authorizing Mansour Gavin LPA to provide legal services in regard to labor, employment, and other legal services as further described in the engagement letter, a copy of which is attached hereto.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

February 20, 2026

VIA EMAIL sincorvaia@middleburgheights.com

Santo Incorvaia, Law Director
City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, Ohio 44130

Re: Representation of The City of Middleburg Heights
PRIVILEGED AND CONFIDENTIAL - ATTORNEY/CLIENT COMMUNICATION

Dear Mr. Incorvaia:

This letter will confirm that you have selected our firm to represent The City of Middleburg Heights. This letter outlines the scope, nature and duration of the engagement we have agreed to undertake on behalf of The City of Middleburg Heights.

SCOPE AND DURATION OF ENGAGEMENT. The nature and scope of the engagement by and on behalf of The City of Middleburg Heights is to conduct and assist the City in conducting an investigation and represent the City in any disciplinary action involving Patrol Officer Kelly Tusing. The City, at the direction of the Mayor or Law Director, may also direct the firm to assist the City in any collective bargaining or employment matter. This will include taking the specific matter through necessary proceedings and/or labor relations or administrative forums. We have performed a conflict check and have confirmed that no actual or potential conflicts affect our ability to represent The City of Middleburg Heights. The Firm's representation will be continuous until directed otherwise. The City of Middleburg Heights retains the right to discontinue the engagement at any time upon written notification to the firm.

OUR BILLING AND PAYMENT POLICIES. Our professional fees are based on a variety of factors, primarily the time expended by our attorneys and our paralegal assistance on your legal matters. An hourly rate has been established for myself and my paralegal in our firm who performs legal services. These professional rates are subject to periodic review and adjustment and your fees will be based on the hourly rates in effect at the time the services are rendered.

In addition to our professional fees for legal service, you will be responsible for certain costs which we incur in connection with your representation. These costs typically



include costs of photocopying, court filing fees, computer research and travel. Depending on the size of the expense, we may ask that you make payment directly to the supplier. If it is necessary and appropriate that professionals or experts, consultants or witnesses must be retained, you will be responsible for the costs and fees incurred by these professional service suppliers. Our invoices for professional fees and costs are rendered on a monthly basis and are due and payable upon receipt. My current professional hourly rate as discussed is \$260.00. Paralegals/Law Clerk who may assist have an hourly rate of \$110.00.

These rates may be adjusted from time to time, although we will provide prior notice of any adjustment. We also reserve the right to charge interest at the rate of 1% per month for any outstanding balance over 30 days.

The Ohio Supreme Court Rules of Professional Conduct require attorneys to charge reasonable fees for their services. We carefully review our professional fees and base the fees on time and labor required, the fee customarily charged in locality and other factors. We reserve the right to adjust and increase our hourly rates as circumstances may warrant and by signing this agreement, you acknowledge and authorize our firm to adjust its rates on an annual basis.

CONFLICTS OF INTEREST. Rule 1.7 of the Ohio Rules of Professional Conduct prohibit a law firm from representing a client which will be directly adverse to another current client unless one the lawyer will be able to provide competent and diligent representation to each affected client and to each affected client gives informed consent confirmed in writing. We're submitting this out of an abundance of caution under the Ohio Rules of Professional Conduct.

COMMUNICATIONS. We will communicate with you in writing, including by fax or e-mail, by telephone and in person as circumstances warrant. We will keep you advised of developments of interest in this matter and encourage you to communicate with us at any time regarding any aspect of this matter or our representation of you in this matter. We will consult with you as appropriate in the preparation of court papers and other documents and in connection with our other aspects of the preparation of this matter on your behalf, including for depositions and trial.

FILE. We will maintain a specific file relating to this matter. Our file will include all pertinent documents, including correspondence, pleadings, legal research, discovery and other matters relevant to this case. Your file will be maintained on a private, confidential and proprietary basis. Our communications with you will ordinarily be protected by attorney/client privilege and we caution you not to inadvertently waive the privilege by sharing the information or documents we provide to you with third parties.

Please note that pursuant to our record retention policy we will destroy your file seven years after its closure without further notice to you. If you would like to make

arrangements to obtain the file prior to its destruction or more information about our policy, please let me know.

WITHDRAWAL FROM REPRESENTATION. Although unlikely, circumstances may arise where the firm believes that it is required to withdraw from its representation of the client's interests in a particular transaction or proceeding. Such circumstances occur when a client:

1. Refuses to fully cooperate in the defense of the matter;
2. Misrepresents or fails to disclose material facts to us; or
3. Insists upon a conduct contrary to law, which in our opinion, would result in a violation of any ethical or other rule governing the practice of law.

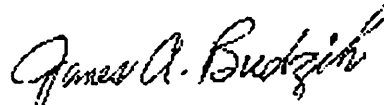
If such situation develops where we conclude that we must withdraw from your representation, we will promptly advise you of that fact and will discuss it with you. Our right to withdraw from representation is governed by various rules and regulations including the Ohio Supreme Court Rules of Professional Conduct.

CONCLUSION. If you have any question about the terms of our representation, our billings or other matters, please do not hesitate to contact me as I will be the principal firm contact.

Please review this agreement, sign it and return it to me. Thank you for your continued cooperation and assistance in these matters.

Very truly yours,

MANSOUR GAVIN LPA



James A. Budzik

ir

On behalf of The City of Middleburg Heights