



# CLEVELAND HEIGHTS

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**Council Committee of the Whole**

**Monday, February 13, 2023**

**5:30 p.m.**

**City Hall – Executive Conference Room**

## **Agenda**

1. Legislation Review/Caucus
2. Executive Session
  - a. *To consider the appointment of a public official.*
3. Other



# CLEVELAND HEIGHTS

## AGENDA (tentative) - CLEVELAND HEIGHTS CITY COUNCIL MEETING

February 13, 2023  
Special Meeting  
7:30 p.m.

Cleveland Heights City Hall  
Council Chambers  
40 Severance Cir  
Cleveland Heights, Ohio

- 1) Meeting called to order by Council President
- 2) Roll Call of Council Members
- 3) Excuse absent members
- 4) Amendments to the Agenda (if necessary)
- 5) LEGISLATION

*Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.*

### *a. First Reading Only*

**ORDINANCE NO. 020-2023(PD): *First Reading*.** An Ordinance providing for the issuance and sale of economic development tax increment financing revenue bonds, in a principal amount not to exceed \$14,200,000, for the purpose of paying a portion of the costs of the acquisition, construction, equipping, installation, furnishing and other improvement of a project, as defined in Section 165.01 of the Revised Code; authorizing execution and delivery of a trust agreement, a loan and service payment agreement, a bond placement agreement and related agreements, instruments and documents to provide for the revenues to pay and secure bond service charges and other required payments, the custody and application of funds and revenues, the permitted uses of bond proceeds in the financing of project

costs, other requirements for the issuance, sale and delivery of the bonds and related matters; and declaring an emergency.

Introduced by Mayor Seren

**ORDINANCE NO. 021-2023(PD): *First Reading*.** An Ordinance authorizing the Mayor to execute an agreement with Partners Environmental Consulting, Inc. for environmental consulting services including the preparation of Phase I and Phase II Environmental Site Assessments for the former Hillside Dairy/Police Annex Property at 1418 Warrensville Center Road; declaring said Property as blighted; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

**RESOLUTION NO. 022-2023(PSH): *First Reading*.** A Resolution authorizing an agreement with John Megel Ford for the purchase of four 2022 used hybrid police utility vehicles; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

***c. Second Readings***

**ORDINANCE NO. 019-2023(PD): *Second Reading*.** An Ordinance authorizing a First Amendment to the development agreement with F&C Development, Inc. concerning the Cedar-Lee-Meadowbrook project, and declaring the necessity that this legislation become immediately effective as an emergency measure.

Motion to Adopt/Second: \_\_\_\_\_ / \_\_\_\_\_

Vote: \_\_\_\_\_  
For \_\_\_\_\_ Against \_\_\_\_\_ No. Reading \_\_\_\_\_

**6)      *Adjournment***

**NEXT MEETING OF COUNCIL: MONDAY, FEBRUARY 21, 2023**

Proposed: 02/13/2023

ORDINANCE NO. 020-2023(PD)

By Mayor Seren

An Ordinance providing for the issuance and sale of economic development tax increment financing revenue bonds, in a principal amount not to exceed \$14,200,000, for the purpose of paying a portion of the costs of the acquisition, construction, equipping, installation, furnishing and other improvement of a project, as defined in Section 165.01 of the Revised Code; authorizing execution and delivery of a trust agreement, a loan and service payment agreement, a bond placement agreement and related agreements, instruments and documents to provide for the revenues to pay and secure bond service charges and other required payments, the custody and application of funds and revenues, the permitted uses of bond proceeds in the financing of project costs, other requirements for the issuance, sale and delivery of the bonds and related matters; and declaring an emergency.

WHEREAS, the City is authorized and empowered by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII of the Ohio Constitution and Chapter 165 of the Revised Code (“Bond Act”), among other things, (i) to issue bonds to acquire, construct, reconstruct, equip, or improve a “project” as defined in Section 165.01 of the Revised Code, comprising an industrial, commercial or research facility, located within the boundaries of the City, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State; (ii) to secure such bonds by a pledge of revenues, as provided herein; and (iii) to pass this Ordinance and to sign, deliver and enter into the agreements, instruments and other documents authorized herein on the terms and conditions provided herein; and

WHEREAS, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and the State, the City has determined to issue the economic development tax increment financing revenue bonds described herein, to provide funds necessary to pay a portion of the costs of the redevelopment by F & C Development, Inc. (together with designated affiliates, “Developer”) of the real property generally known as the Cedar-Lee and Meadowbrook parcels consisting of approximately 5.119 acres of land situated to the east of Lee Road and between Cedar Road and Meadowbrook Road (“Project Site”) and more specifically identified and depicted in Exhibit A to Ordinance No. 148-2022, as amended and passed by this Council on November 21, 2022 (herein, as the same may be supplemented and amended, the “TIF Ordinance”); and

WHEREAS, the proposed redevelopment plan for the Project Site, as described in and pursuant to the Development Agreement dated December 9, 2021 between the City and the Developer (as supplemented and amended from time to time, “Development Agreement”), includes: (i) the repurposing and use of the public parking garage located on the Project Site (“Parking Garage”) and to be operated, managed, improved and used, and all related costs paid or provided for, in accordance with a Parking Facilities and Easement Agreement consistent with the Development Agreement (as completed, executed and delivered, and thereafter supplemented and amended from time to time, “Parking Facilities Agreement”), and (ii) the lease of the Project Site (but not the Parking Garage) to the Developer for construction by the Developer thereon of a mixed-use development including (a) one or more buildings of varying heights to include approximately 206 market-rate apartments, (b) approximately 8,500 square feet of first floor non-residential space such as commercial, retail and/or restaurant space, (c) public gathering and green spaces and (d) all private and public sidewalks, as well as driveways, access ways, street and parking lot lighting, utility connections, and sanitary,

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stormwater drainage and other infrastructure improvements necessary to support the improvements described in (a) through (c) and the Parking Garage, and the intended uses thereof (the improvements described in (a) through (d) may be referred to herein as the “Project Improvements” or “Project Facilities” and, together with the Project Site, comprise the “Project”; the Project, together with the Parking Garage may be referred to herein as the “Development”); and

WHEREAS, this Council has previously enacted legislation relating to and approving the Development Agreement, the ground lease and redevelopment of the Project Site, the Parking Facilities Agreement and matters relating to the Parking Garage, the Project Improvements, the exemption of 100% of the “improvements” (herein “TIF Improvements”), as defined in or for purposes of Section 5709.41 of the Revised Code (together with related statutory provisions, “TIF Act”) to the parcels included in the Project Site (“TIF Parcels”) from real property taxation for a period of thirty (30) years commencing with tax year 2025 (tax collection year 2026) (“TIF Exemption”), and the imposition of requirements for payments in lieu of such exempted taxes (collectively “Service Payments”) by the Developer and other owners of the TIF Parcels (collectively “Owners”), including payments to the Cuyahoga County Fiscal Officer in the same amounts and at the same times as the taxes exempted (“Statutory Service Payments”) and such supplemental or minimum service payments as are imposed on the TIF Parcels consistent herewith (“Minimum Service Payments” and, together with the Statutory Service Payments, “Service Payments” or “TIF Payments”), an agreement (as amended and supplemented, “School Compensation Agreement”) with the Board of Education of the Cleveland Heights-University Heights City School District (“School District”) relating to the compensation to be paid to the School District (“School Compensation Payments”) and related matters, and has determined that the Project constitutes a “project” as defined in the Bond Act, that the Project is in furtherance of the City’s plans in support of urban redevelopment in the City and that the City may, under the Authorizing Acts, issue tax increment financing revenue bonds and loan the proceeds thereof to the Developer to finance a portion of the costs of the Project; and

WHEREAS, the Developer and the City, together with D.A. Davidson & Co. (“Placement Agent”) have signed a Preliminary Financing Term Sheet dated May 6, 2022 and, together with a potential bond purchaser and David M. Flaherty, have signed an Addendum to Preliminary Financing Term Sheet dated February 3, 2023 (collectively, “Term Sheet”) outlining the terms and conditions for the issuance, sale and delivery of tax increment financing revenue bonds by the City under the Bond Act, in an aggregate principal amount estimated not to exceed \$14,200,000, to finance a portion of the costs of the Project; and

WHEREAS, this Council has now determined that it is necessary and desirable, and in the best interest of the City, to enact this Ordinance to authorize, approve and provide for: (i) the issuance, sale and delivery of economic development tax increment financing revenue bonds (“Bonds”), in an aggregate principal amount not to exceed \$14,200,000, (ii) the loan of the proceeds of the Bonds to the Developer to pay or provide for a portion of the costs of the acquisition, construction, equipping, installation, furnishing and other improvement of the Project, (iii) the execution and delivery of a trust agreement, a loan and service payment agreement, a bond placement agreement and related agreements, instruments and documents (collectively “Bond Documents”) to provide for the revenues to pay and secure the payment of the principal of and the interest and any premium on the Bonds (collectively “Bond Service Charges”), administrative expenses and charges relating to the Bonds, including fees payable to the City, to the corporate bond trustee under such trust agreement (“Trustee”), to a qualified administrator appointed by the City to fulfill requirements under the Bond Documents (“Administrator”) or otherwise (collectively “Administrative Expenses” and, together with Bond Service Charges, “Bond Payments”), (iv) payment of the Bond Payments, School Compensation Payments and any other required payments from the Service Payments, (v) custody

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and application of funds and revenues, (vi) the permitted uses of proceeds of the Bonds, and (vii) the requirements for the issuance, sale and delivery of the Bonds and related matters;

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

**SECTION 1. Recitals and Definitions.** This Council hereby adopts, confirms and restates, as fully as if set forth in this Section 1, the Recitals to this Ordinance, which are incorporated herein by reference as a statement of the findings and determinations of this Council, including as to the public purposes of the City in enacting this Ordinance, entering into the Bond Documents, issuing the Bonds and taking such other actions as are authorized by this Ordinance. In addition to the words and terms defined elsewhere in this Ordinance (including in the Recitals incorporated herein) or by reference to the Bond Act or TIF Act (herein “Authorizing Acts”), unless the context or use clearly indicates another meaning or intent:

“Administration Agreement” means an agreement for administrative services among the City, the Trustee and the Administrator appointed from time to time by the Mayor, which agreement is authorized hereby and may be amended, supplemented or replaced from time to time consistent with the Bond Legislation, the TIF Loan Agreement and the Bond Indenture.

“Bond Indenture” means the trust indenture or agreement authorized hereby between the City and the Trustee, as the same may be supplemented and amended from time to time consistent with the Bond Legislation.

“Bond Legislation” means this Ordinance, together with the Certificate of Award, as either or both may be amended or supplemented from time to time.

“Bonds” means the revenue bonds authorized in Section 3 of this Ordinance and to be issued under the Bond Indenture and designated “Taxable Economic Development TIF Revenue Bonds, Series 2023 (Cedar-Lee and Meadowbrook Development Project)” or as may be otherwise approved in the Certificate of Award or the Bond Indenture.

“Certificate of Award” means the certificate to be executed by the Mayor and Director of Finance pursuant to the delegations and authorizations in this Ordinance to provide for certain terms of the Bonds and their sale and to make the additional designations, appointments or approvals authorized hereby, which may be amended or supplemented from time to time consistent with this Ordinance (as amended or supplemented to the applicable time).

“Closing Date” means the date of issuance and delivery of all Bonds maturing on or before January 1, 2053.

“Continuing Disclosure Agreement” means any agreement or provisions within an agreement to provide any continuing disclosure that may be required pursuant to the Placement Agreement and any agreement by and between the City and the Administrator (or other designated agent retained for the purpose of providing such disclosure), which agreement is authorized hereby and may be amended, supplemented or replaced from time to time consistent with the Bond Legislation, the Placement Agreement and the Bond Indenture.

“County” means the County of Cuyahoga, Ohio.

“County Treasurer Agreement” means an agreement between the City and the County, acting on behalf of the County Treasurer, providing for the agreement of the County Treasurer not

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to sell any tax lien certificate related to the Project Site for an amount less than 100% of the applicable tax lien without consent of the City and Trustee, which agreement is authorized hereby and may be supplemented and amended from time to time consistent with the Bond Indenture.

“Deferred Delivery Dates” means January 2, 2024, January 2, 2025 and January 2, 2026.

“Deferred Delivery Bonds” means those Bonds maturing on or after July 1, 2053.

“Delivery Dates” means the Closing Date and each of the Deferred Delivery Dates.

“Director of Finance” means the Director of Finance or any person serving in an interim or acting capacity with respect to that office.

“Director of Law” means the Director of Law or the person at the time performing the duties of the chief legal officer of the City.

“Final Maturity Date” means January 1, 2056.

“Fund” or “Funds” means, as applicable, the Special Funds and the “Project Fund” and “Surplus Fund” to be established under the Bond Indenture, together with all of the accounts (and any subaccounts in those accounts) from time to time created in such Funds in accordance with the Bond Indenture, all of which are authorized hereby.

“Ground Lease” means the Ground Lease authorized pursuant to the Development Agreement between the City, as lessor, and the Developer (and/or permitted assigns), as lessee (which, as used herein, includes a Ground Lease between the City and Ground Lessee and a Sub-Ground Lease, co-terminous with and including all material terms of the Ground Lease, between the Ground Lessee and the Leasehold Owner), recorded, by memorandum or otherwise, on or promptly after the Closing Date, as the same may be supplemented and amended in accordance with the terms and conditions of the Bond Indenture, TIF Loan Agreement and Development Agreement

“Ground Lessee” means Cedar Lee FC II, LLC, a limited liability company authorized to transact business in the State, and its successors and permitted assigns.

“Guarantor” means David M. Flaherty, an individual and Indiana resident and one of the principals of the Developer.

“Holder” or “Bondholder” means the person in whose name a Bond is registered on the Bond register maintained by the Trustee, as Bond registrar.

“Interest Payment Date” means, as to the outstanding Bonds, January 1 and July 1 of each year commencing July 1, 2023.

“Leasehold Owner” means Cedar Lee FC III, LLC, a limited liability company authorized to transact business in the State, and its successors and permitted assigns.

“Maturity Dates” means January 1 and July 1 of each year from July 1, 2026 through the Final Maturity Date.

“Mayor” means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

“Owners” means: (i) the Ground Lessee, the Leasehold Owner, their successors and any permitted transferees therefrom, as lessees of the Project Site and fee owners of the Project Improvements, and (ii) to the extent required by law, the City as fee owner of the Project Site and the Parking Garage.

“Placement Agreement” means a bond placement agreement with respect to the Bonds among the City, the Placement Agent, the Developer and, if and to the extent required, the Purchaser, which agreement is authorized hereby and may be amended or supplemented from time to time consistent with the Bond Legislation and the Bond Indenture.

“Pledged Revenues” means the TIF Payments, any other payments or amounts received or to be received by or on behalf of the City pursuant to the TIF Loan Agreement, the TIF Declaration and the other instruments and agreements contemplated by the Bond Indenture and intended to be used for Bond Service Charges, the proceeds of the sale of the Bonds (until applied to, and subject to application for, the purposes contemplated by the Bond Indenture), all other moneys received or to be received by the City or the Trustee and intended to be used for Bond Service Charges, any moneys, investments or other assets in or to be credited to the TIF Fund or the Special Funds, and all income and profit derived from the investment of the foregoing moneys (excepting any income or profit derived from investments in the TIF Fund). The term “Pledged Revenues” does not include any moneys or investments in the Surplus Fund, including any amounts transferred thereto to pay School Compensation Payments.

“Purchaser” means, individually or collectively, the purchaser or purchasers of the Bonds, as identified by the Placement Agent in or pursuant to the Placement Agreement.

“Special Funds” means the “Revenue Fund”, the “Administrative Expense Fund”, the “Bond Fund” and the “Bond Reserve Fund” to be established under the Bond Indenture, together with all of the accounts (and any subaccounts in those accounts) from time to time created in such Funds in accordance with the Bond Indenture, all of which are authorized hereby.

“TIF Declaration” means a declaration of covenants and conditions relative to payments in lieu of taxes to be executed by the Owners and the City and recorded against the Project Site in the real estate records maintained by the Cuyahoga County Fiscal Officer on or promptly after the Closing Date.

“TIF Fund” means the urban redevelopment tax increment equivalent fund established by the City under the TIF Ordinance for the deposit of the Statutory Service Payments and any other Service Payments received by the City.

“TIF Loan Agreement” means a loan agreement with service payment covenants between the City and Leasehold Owner, as borrower, joined as to certain service agreement covenants therein by the Ground Lessee, which agreement is authorized hereby and may be amended or supplemented from time to time consistent with the Bond Legislation and the Bond Indenture.

“Trustee” means the corporate bond trustee appointed from time to time by the Mayor under the Bond Indenture and means initially The Huntington National Bank or another corporate bond trustee appointed in the Certificate of Award and its successors and permitted assigns, including any successor Trustee appointed consistent with the Bond Indenture.

Any reference herein to the City, to this Council, or to any officer, official or member of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions, and any document

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authorized hereunder may be signed on behalf of the City by an official who, on the date of signing is the proper official, although on the date of this Ordinance (or any other ordinance or instrument providing authority to act), that person was not the proper official.

Any reference to a section or provision of the Constitution of the State, the Authorizing Acts or the Revised Code includes that section or provision, as amended, modified, revised, supplemented or superseded from time to time; provided, that no such amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the City or the rights of the holders of the Bonds under this Ordinance, the Bond Indenture, the Bonds or any other instrument or document entered into in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the Bond Service Charges and other Bond Payments in the amount and manner, at the times and from the sources provided in this Ordinance, except as permitted herein.

**SECTION 2. Council Determinations.** This Council hereby adopts and confirms its prior determinations, approvals and authorizations relating to the Development and the public purposes thereof, the Development Agreement, the Ground Lease, the Parking Facilities Agreement and the School Compensation Agreement and the TIF Financing contemplated by the Development Agreement, including issuance of the Bonds to finance a portion of the costs of the Project and, without implied limitation on the foregoing, hereby further determines and confirms that: (i) the Project and the Development each constitutes a “project” as defined in the Bond Act and is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution and is in furtherance of the City’s plans and actions in support of urban redevelopment in the City; (ii) the acquisition, construction, equipping, installation, furnishing and other improvement of the Project, and the issuance of the Bonds and the loan of the proceeds thereof to the Leasehold Owner, is in furtherance of the purposes of the Authorizing Acts and will benefit the people of the City and of the State by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State; and (iii) it is necessary and desirable, and in the best interest of the City, to enact this Ordinance to authorize, approve and provide for (A) the issuance, sale and delivery of the Bonds, in an aggregate principal amount not to exceed \$14,200,000, (B) the loan of the proceeds of the Bonds to the Leasehold Owner to pay or provide for a portion of the costs of the acquisition, construction, equipping, installation, furnishing and other improvement of the Project, (C) the execution and delivery by the City of the Bond Documents to which it is a party (“City Documents”), including the Ground Lease, the Parking Facilities Agreement, the Bond Indenture, the TIF Loan Agreement, the TIF Declaration, the Placement Agreement, the Administration Agreement, any Continuing Disclosure Agreement, the County Treasurer Agreement and any recognition and/or estoppel agreement required in connection with any other loans made to the Leasehold Owner, to provide for (x) the revenues necessary to pay and secure the payment of Bond Service Charges and Administrative Expenses and to provide for the School Compensation Payments and any other required payments, (y) the custody and application of funds and revenues and the permitted uses of proceeds of the Bonds, and (z) the requirements for the issuance, sale and delivery of the Bonds and related matters.

**SECTION 3. Issuance and Terms of Bonds.** The Bonds shall be issued pursuant to the Bond Indenture and the TIF Loan Agreement and shall be issued only in certificated fully-registered form, and in form and substance authorized in the Bond Indenture consistent with the Bond Legislation and otherwise approved by the Mayor, Director of Finance and Director of Law, such approvals being conclusively established by the execution and delivery thereof in accordance herewith. The Bonds shall each be dated its respective Delivery Date and shall be designated “Taxable Economic Development TIF Revenue Bonds, Series 2023 (Cedar-Lee and Meadowbrook Development Project)” or as may be otherwise approved in the Certificate of Award

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or the Bond Indenture. The Bonds shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance and the Bond Indenture.

The Bonds shall be numbered in such manner as is determined by the Trustee in order to distinguish each Bond from any other Bond, shall be of such authorized denominations as are authorized by the Bond Indenture, and each Bond shall bear interest (based on a 360-day year comprised of twelve 30-day months) from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its date. Bonds shall be exchangeable for Bonds of any authorized denomination or denominations and shall be subject to such transfer restrictions, including provision for a suitable legend evidencing those restrictions, as are further provided in or pursuant to the Bond Legislation and the Bond Indenture. Bond Service Charges shall be payable in such manner and at such place or places as are provided in the Bond Indenture.

The Bonds shall be issued in the aggregate principal amount, not to exceed \$14,200,000, established in the Certificate of Award, shall bear interest at the rate or rates, not to exceed eight and one-half percent (8.50%) per year, established in the Certificate of Award, payable on the Interest Payment Dates. The interest rate applicable to any Bond may vary from time to time in such manner as is approved in the Certificate of Award and provided for in the Bond Indenture. The Bonds shall mature serially in semiannual installments, in such amounts as are established in the Certificate of Award, on their respective Maturity Dates, each within 30 years from its respective Delivery Date, and all of the Bonds shall mature on or before the Final Maturity Date. The Bonds may be issued as one Bond, or multiple Bonds, maturing in serial installments; however, no such Bond shall bear interest at more than one rate at any particular time. The Bonds shall be subject to redemption prior to maturity at such times, in such principal amounts and at such prices as shall be established in the Certificate of Award, including redemption at the option of the City and on such notice and other conditions as shall be established in the Bond Indenture.

The principal maturities, the interest rate or rates and all other matters determined in the Certificate of Award shall be determined in the best interests of the City, shall be consistent with applicable requirements of the Bond Act, the Development Agreement and School Compensation Agreement, and shall be established such that the Statutory Service Payments, as projected by a qualified consultant, will be sufficient in each year, together with the amounts deposited or to be deposited in the Funds for those purposes upon the Delivery Dates for the Bonds, to pay all scheduled Bond Payments and the projected School Compensation Payments payable therefrom.

The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one or both of those signatures may be a facsimile, and those officials are hereby authorized and directed to execute and deliver the Bonds in accordance herewith and with the Bond Indenture, but subject to satisfaction or waiver of any conditions stated in the Bond Legislation or the City Documents. The Bonds shall be issued and delivered on their respective Delivery Dates in the authorized denominations and numbers requested by the Placement Agent or Purchaser. A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Legislation or the Bond Indenture unless and until a certificate of authentication on such Bond is signed by the Trustee, as registrar and authenticating agent pursuant to the Bond Indenture.

**SECTION 4. Sale and Delivery of Bonds.** The Bonds shall be awarded and sold to the Purchaser pursuant to the Certificate of Award and Placement Agreement and shall be sold at a purchase price equal to not less than 97% of the aggregate principal amount thereof plus any interest accrued from their Delivery Date, with all such discount representing net original issue discount. The Mayor and Director of Finance shall, in accordance with such officers' determination

of the best interests of and financial advantages to the City and based on conditions then existing in the financial markets, consistently with the provisions of this Ordinance: (i) establish the aggregate principal amount of and interest rate or rates to be borne by the Bonds, and the maturities thereof and other terms required in this Ordinance to be set forth in the Certificate of Award, (ii) sign the Certificate of Award evidencing that sale to the Purchaser, (iii) cause the Bonds to be prepared, and have the Bonds signed and delivered to the Trustee for authentication and delivery, on the respective Delivery Dates, to the Purchaser against payment by the Purchaser on such Delivery Dates, of the purchase price or prices thereof, and (iv) in the Certificate of Award, fix the principal amount of the Bonds to be issued in an amount which will provide the moneys necessary, together with other moneys expected to be available therefor, to make the deposits and payments required by the Bond Legislation and Bond Indenture, including those amounts to be used to pay Project costs, but subject to the limitations set forth or referenced herein or in the Bond Documents.

Other terms of the Bonds and the sale thereof may be specified in the Certificate of Award including, without limitation, the compensation payable to the Placement Agent in connection with the structuring, placement and sale of the Bonds, but not to exceed 1.50% of the principal amount of the Bonds (plus any documented expenses to be reimbursed to the Placement Agent), the amount and manner of funding of the Bond Reserve Fund, the amount of interest to be paid from Bond proceeds or other sources, the amount of the City's fees to be paid or reimbursed from the proceeds of the Bonds or other sources, the amounts of other fees and expenses to be paid or reimbursed from the proceeds of the Bonds or other sources, designation of an Administrator qualified to perform the duties required under the Administration Agreement and other City Documents and, if other than as identified herein, the Trustee. Nothing herein shall require that anything be done or established in the Certificate of Award (whether or not amended or supplemented, and whether or not previously done or established in the Certificate of Award) merely because this Ordinance authorizes the same to be done or established therein, so long as such thing is done or established consistent with this Ordinance. All matters determined in the Certificate of Award, or otherwise determined consistent with this Ordinance, as the same may be amended from time to time, shall be conclusive and binding on the City. All amounts payable with respect to the Project costs including, without limitation, any interest capitalized or otherwise funded consistent with the Bond Act, counsel fees and other fees and charges to be paid or reimbursed in connection with the structuring, placement, issuance, sale and delivery of the Bonds may be paid or reimbursed from, and as further described herein are hereby appropriated from, the proceeds of the sale of the Bonds and any other sources made available therefor under the TIF Loan Agreement and the Bond Indenture.

The Mayor and the Director of Finance are each authorized and directed, alone or together, to make the necessary arrangements with the Placement Agent and the Purchaser to establish the date or dates, and the location or locations, procedures and conditions, for delivery of the Bonds to the Purchaser pursuant to the Placement Agreement and the Bond Indenture, and are further authorized and directed to execute and deliver the Placement Agreement, with such necessary and customary terms and conditions that are not inconsistent with the provisions of the Bond Legislation, and otherwise in form and substance approved as in the best interest of the City by the official or officials executing the same and approved as to form and correctness by the Director of Law; provided, that the Placement Agreement shall provide that the Bonds are sold in a private placement to one or more investors knowledgeable with respect to the nature of, and risks related to, Ohio tax increment financing revenue bonds secured by service payments imposed pursuant to the TIF Act, and are so placed based on such customary representations of the Purchaser (in the Placement Agreement or a separate "investor acknowledgment letter" or both) relating to its status as such an investor and to its knowledge, research, diligence, non-distribution and investment intent as are acceptable to the official or officials signing or approving the Placement Agreement, all of which approvals shall be evidenced conclusively by the execution and delivery of the

Placement Agreement consistent with this Ordinance. It is determined by this Council that the price for and the terms of the Bonds and the sale thereof, all as provided in this Ordinance and the Certificate of Award, Placement Agreement, Bond Indenture and other Bond Documents, are in the best interests of the City and are in compliance with all legal requirements.

**SECTION 5. Application of Proceeds of Bonds; Creation of Funds.** The Funds are hereby authorized and directed to be created, and the proceeds from the sale of the Bonds, together with any other amounts to be delivered to the Trustee for deposit therein, shall be deposited in accordance with the Bond Indenture and the written direction of the Mayor or Director of Finance, and all such amounts so deposited shall be applied in accordance with the TIF Loan Agreement and the Bond Indenture, including to pay or reimburse Project costs in accordance therewith and to pay or reimburse closing and other transaction costs relating to the issuance of the Bonds and the financing of Project costs (including costs of issuance of the Bonds, fees and expenses of the City, costs of funding the initial deposit to the Bond Reserve Fund, costs of funding permitted interest and Administrative Expenses with respect to the Bonds), all as provided in the Bond Indenture; and the proceeds from the sale of the Bonds, and any other moneys provided by or on behalf of the City for those purposes, are hereby appropriated for those purposes. Disbursement and application of amounts deposited in the Funds (and any accounts and subaccounts established therein under the Bond Indenture, all of which are authorized hereby) shall be in accordance with the Bond Indenture and TIF Loan Agreement.

**SECTION 6. Security for the Bonds.** Notwithstanding anything to the contrary herein or in the Bonds or in the Bond Indenture or any Bond Document: (i) the Bonds and the Bond Service Charges thereon shall be payable solely from and secured only by the Pledged Revenues and the Special Funds, as provided herein and in the Bond Indenture; (ii) the Bonds do not and shall not represent or constitute a debt or pledge of the faith and credit of the City, and do not and shall not pledge the general credit or taxing power of the City; (ii) nothing herein or in any of the Bonds, or in the Bond Indenture, the TIF Loan Agreement, the TIF Declaration or any of the Bond Documents, gives the holders or owners of the Bonds, and they do not have, the right to have excises or taxes levied by this Council, or by the City or the State, for the payment of Bond Service Charges or any other obligations under or with respect to the Bonds, the Bond Indenture or any Bond Documents; and (iv) each of the Bonds shall contain a statement to the foregoing effects; provided, however, that nothing herein shall be deemed to prohibit the City, of its own volition and upon due appropriation therefor, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Bond Legislation, the Bond Indenture or the Bonds.

**SECTION 7. City Covenants.** In addition to other representations and warranties of the City contained in this Ordinance, the City covenants and agrees that:

(a) **Performance of Covenants and City Actions.** The City will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions to be performed on its part under the Bond Legislation and the Bonds, the Bond Documents and all proceedings of this Council pertaining thereto. The City represents that: (i) it is a municipal corporation, duly organized and existing under and by virtue of the laws of the State; (ii) it is, and upon delivery of the Bonds covenants that it will be, duly authorized by the Constitution and laws of the State, to issue the Bonds, to execute and deliver the City Documents, and to provide the security for payment of the Bond Service Charges (and Administrative Expenses) in the manner and to the extent set forth herein and in the Bond Indenture and the Bonds; (iii) all actions on its part for the issuance of the Bonds, and the loan and use of the proceeds thereof, have been or will be taken duly and effectively; and (iv) the Bonds will be valid and enforceable special obligations of the City according to their terms. Each obligation of the City required to be undertaken pursuant to

the Bond Legislation, the Bond Indenture, the Bonds and the other City Documents is binding upon the City, and upon each officer or employee of the City as may from time to time have the authority under law to take any action on behalf of the City as may be necessary to perform all or any part of such obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Revised Code, providing for enforcement by writ of mandamus.

(b) Use of Proceeds. The City will use, or cause or require to be used, the proceeds of the Bonds to pay such costs of and relating to the Project and the Bonds as are authorized herein and in the Bond Documents.

(c) Bond Payments; Segregation of Funds. The City will, solely from the Pledged Revenues, pay or cause to be paid the Bond Payments on the dates, at the places and in the manner provided in the Bond Legislation, the Bond Indenture and the Bonds. The City will segregate, for accounting purposes, the Pledged Revenues and the Funds from all other revenues and funds of the City.

(d) Further Actions and Delivery of Instruments. The City will, at any and all times, cause to be done all such further acts and things and cause to be executed and delivered all such further instruments as may be necessary to carry out the purpose of the Bonds and the Bond Legislation or as may be required or authorized by the Authorizing Acts, including Section 13 of Article VIII of the Ohio Constitution, the Bond Indenture or the TIF Loan Agreement, and will comply with all requirements of law applicable to the Bonds.

(e) Inspection of Books and Records. All books and documents in the City's possession relating to the Development and the Pledged Revenues shall be open at all times during the City's regular business hours to inspection by such accountants or other agents of the holders of the Bonds as the holders of the Bonds may from time to time designate.

(f) Transcript of Proceedings. The Clerk of Council, or another appropriate officer of the City, shall furnish to the Bond Trustee and the Purchaser a true transcript of proceedings, certified by that officer, of all proceedings had with reference to the issuance of the Bonds along with such information from its records as is necessary to determine the regularity and validity of the issuance of the Bonds.

**SECTION 8. City Documents.** To secure the payment of the Bond Service Charges on the Bonds as the same shall become due and payable and the performance by the City as provided in this Ordinance and in the City Documents, and to provide for the issuance and sale of the Bonds and the loan of proceeds thereof in accordance herewith to finance a portion of the costs of the acquisition, construction, installation, equipping, furnishing and other improvement of the Project Improvements, the Mayor and the Director of Finance, alone or together, are hereby authorized, for and in the name of the City and on its behalf, to execute and deliver the City Documents, and to acknowledge, approve or otherwise accept any Bond Documents benefiting the City, with such necessary and customary terms and conditions as are not inconsistent with the provisions of the Bond Legislation and otherwise in form and substance approved as in the best interest of the City by the official or officials executing, acknowledging, approving or otherwise accepting the same, and approved as to form and correctness by the Director of Law. To the extent applicable, the terms and conditions of the Bond Documents shall be in substantial conformity to the Term Sheet, but with such changes as are not inconsistent with the Bond Legislation, as are permitted by the Bond Act and as are approved by the officer or officers executing, acknowledging, approving or otherwise accepting the Bond Documents. The approval of the City Documents, and of any other Bond Documents benefiting the City, shall be conclusively evidenced by the execution,

ORDINANCE NO. 020-2023(PD)

acknowledgment, approval or acceptance of those documents by the officer or officers of the City authorized hereunder.

**SECTION 9. Further Actions.** The Mayor, Director of Finance, Director of Law and Clerk of Council, alone or together, are hereby further authorized and directed to execute any certifications, financing statements, assignments, memoranda, affidavits, applications, requests, consents, approvals, acknowledgments, notices, agreements, instruments and other documents, and any amendments or supplements thereto or replacements thereof, and to take such further actions as are necessary or appropriate to permit, undertake, implement, consummate and complete the transactions contemplated herein and in the Bonds and City Documents consistent with the Bond Legislation, the Bond Documents, the Development Agreement and the School Compensation Agreement and the best interests of the City, including (i) any such actions taken or to be taken either prior to or after the issuance and delivery of the Bonds, (ii) any such actions taken or to be taken in connection with disbursements of Bond proceeds or the collection, deposit, application and transfer of Service Payments, Pledged Revenues or other funds held from time to time in or to the credit of the TIF Fund or under the Bond Indenture, (iii) any such actions taken or to be taken in connection with the succession or replacement of the Trustee or Administrator, or the delivery of any credit enhancement or other additional or substitute security for the Bonds, (iv) any such actions taken or to be taken in connection with the determination, documentation or payment of School Compensation Payments, or any other amounts payable from the Statutory Service Payments, (v) any such actions taken or to be taken in connection with any amendments or supplements to the City Documents, and (vi) any other action authorized, directed or permitted by the City Documents from time to time, all to the extent consistent with the Bond Legislation and the authority therein granted and at the time in effect.

**SECTION 10. Certification and Delivery of Ordinance and Certificate of Award; Notice to Director of Development Services Agency.** The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer. The Mayor is directed to deliver or cause to be delivered written notice by certified mail to the director of the Ohio Development Services Agency advising such director of the proposed delivery of the Bonds, the principal amount thereof, the identities of the Ground Lessee and Leasehold Owner, and a general description of the Project.

**SECTION 11. Satisfaction of Conditions to Issue Bonds.** This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 12. Severability.** Each section of this Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Ordinance.

**SECTION 13. Ratification.** Each action taken by the City and any officer or official of the City in connection with the Development and the Bonds is hereby ratified and confirmed and shall be given full force and effect as of the time such action was taken.

**SECTION 14. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating

ORDINANCE NO. 020-2023(PD)

to the passage of this Ordinance were taken in an open meeting of this Council or any such committee, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**SECTION 15. Captions and Headings.** The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

**SECTION 16. Declaration of Emergency; Effective Date.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to execute and deliver the City Documents and issue and sell the Bonds, which is necessary to enable the redevelopment of the Project Site consistent with the plans of the City, including financing a portion of the costs of the Project Facilities consistent with the Development Agreement, and so that the City may provide for additional jobs and employment opportunities and improve the economic welfare of the City and its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage, provided it receives the affirmative vote of five members of Council elected thereto; otherwise, it shall be in full force and effect from and after the earliest period allowed by law.

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MELODY JOY HART  
President of Council

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ADDIE BALESTER  
Clerk of Council

PASSED: \_\_\_\_\_

Presented to Mayor: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

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KAHLIL SEREN  
Mayor

Proposed: 2/13/2023

ORDINANCE NO. 021-2023(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement with Partners Environmental Consulting, Inc. for environmental consulting services including the preparation of Phase I and Phase II Environmental Site Assessments for the former Hillside Dairy/Police Annex Property at 1418 Warrensville Center Road; declaring said Property as blighted; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights (the “City”) has identified the redevelopment of the Mayfield Triangle area located between Mayfield Road, Noble Road, and Warrensville Center Road as important for the future of the City and its residents; and

WHEREAS, the City owns a large parcel of property in the Mayfield Triangle area identified as Permanent Parcel No. 683-06-035 (the “Site”); and

WHEREAS, among the barriers to the redevelopment of the Mayfield Triangle is the building located on the Site at 1418 Warrensville Center Road which was formerly known as the Hillside Dairy (the “Building”); and

WHEREAS, since the City acquired the Site in 2000 the Building has housed a number of City functions related to public works and signs and signals, and has also served as the Police Annex; and

WHEREAS, all City functions were removed from the Building in 2021; and

WHEREAS, the Building is considered blighted and is located in an Improvement Target Area (“ITA”) as designated by the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the City wishes to demolish the Building to allow for the redevelopment of the Site; and

WHEREAS, in order to demolish the Building and redevelop the Site, any environmental conditions must first be identified; and

WHEREAS, the City intends to apply for a United State Environmental Protection Agency (“USEPA”) Brownfield Cleanup Grant for the demolition of the Building and redevelopment of the Site so as to offset any financial burden on the City and its residents; and

WHEREAS, a requirement of the USEPA Grant application is the preparation of Phase I and II Environmental Site Assessments (ESAs); and

ORDINANCE NO. 021-2023(PD)

WHEREAS, the Mayor recognized that the preparation of Phase I and II ESAs is a specialized service that the City cannot provide and, therefore, sought outside consulting services; and

WHEREAS, the City solicited bids for environmental consulting services for the former Hillside Diary/Police Annex through an RFP process; and

WHEREAS, the City received seven (7) responses, which were all deemed complete; and

WHEREAS, each of the responses were reviewed by the Department of Planning & Development; and

WHEREAS, after evaluation of responses, Planning & Development staff has recommended to the Mayor that the proposal of Partners Environmental Consulting, Inc. (“Partners”) be accepted; and

WHEREAS, the Mayor has determined that the services offered by Partners best meet the City’s needs; and

WHEREAS, the services are proposed to be paid for via the City’s Community Development Block Grant (“CDBG”) administrative services budget and, therefore, will have no impact on the City’s operating budget; and

WHEREAS, this Council further determines that the Building and Site located at 1418 Warrensville Center Road are blighted as defined in local, state and federal law.

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

**SECTION 1.** The Mayor be and is hereby authorized to execute an agreement with Partners Environmental Consulting, Inc. (“Partners”), to provide environmental consulting services related to the preparation of Phase I and Phase II Environmental Site Assessments for the former Hillside Dairy/Police Annex property at 1418 Warrensville Center Road. The agreement shall be in substantially in accordance with the terms set forth in the Proposal for professional services submitted by Partners on January 20, 2023, a copy of which is on file with the Clerk of Council and Finance Department. Total compensation for the services to be provided by Partners shall not exceed the sum of Sixty-seven Thousand Four Hundred Five Dollars (\$67,405.00), which sum shall include all services and expenses. All agreements hereunder shall be approved as to form by the Director of Law.

**SECTION 2.** The City Council of the City of Cleveland Heights officially designates the property located at 1418 Warrensville Center Road, Permanent Parcel No. 683-06-035, as blighted, and determines its remediation will be beneficial to the community.

**SECTION 3.** Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

ORDINANCE NO. 021-2023(PD)

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to prepare the Phase I and II ESAs to allow the application under the USEPA Brownfields grant program to be submitted on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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MELODY JOY HART  
President of the Council

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ADDIE BALESTER  
Clerk of Council

PASSED:

Presented to Mayor: \_\_\_\_\_ Approved by Mayor: \_\_\_\_\_

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KAHLIL SEREN  
Mayor



## MEMORANDUM

**To:** Mayor Seren

**cc:** William Hanna, Law Director

**From:** Eric Zamft, Director of Planning & Development

**Date:** January 31, 2023

**Subject: Resolution authorizing the Mayor to execute a contract with Partners Environmental Consulting, Inc. for environmental consulting services including the preparation of Phase I and Phase II Environmental Site Assessments for the former Hillside Dairy/Police Annex, and declaring the necessity that this legislation become immediately effective as an emergency measure**

The City wishes to demolish the former Hillside Dairy/Police Annex building at 1418 Warrensville Center Road to allow for the redevelopment of the Site. In order to demolish the building and redevelop the Site, any environmental conditions must first be identified. To assist with the demolition, the City intends to apply for an USEPA Brownfield Cleanup Grant. A requirement of the USEPA Grant application is the preparation of Phase I and II Environmental Site Assessments (ESAs).

The City solicited bids for environmental consulting services for the former Hillside Diary/Police Annex through a RFP process and seven (7) responses were received. After review by staff and the Mayor, Partners Environmental Consulting, Inc., with offices located at 31100 Solon Road, Suite G, Solon, OH 44139, is recommended as the firm who could provide the best service to the City.

This resolution would accomplish two (2) matters: 1) authorizing the Mayor to execute a contract with Partners Environmental Consulting, Inc. for an amount not exceed \$67,405. Such services would be allocated from the City's CDBG administrative budget. 2) officially designate the property located at 1418 Warrensville Center Road, permanent parcel number 683-06-035, a blight, and its remediation is beneficial to the community.

The administration is suggesting emergency passage on First Reading to ensure that the Phase I and II ESAs are prepared in time for the USEPA Brownfields grant program application.

# **City of Cleveland Heights, Ohio**



## **Phase I/II Environmental Site Assessments Former Hillside Dairy/City Police Department Annex 1418 Warrensville Center Road**

**Request for Proposals (RFP)**

**RFP Issued: January 4, 2023**

**Response Deadline: January 20, 2023 at 5:00 PM EST**

CITY OF CLEVELAND HEIGHTS  
PHASE I/II ENVIRONMENTAL SITE ASSESSMENTS  
FORMER HILLSIDE DAIRY/CITY POLICE DEPARTMENT ANNEX  
1418 WARRENSVILLE CENTER ROAD

RFP

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## I. INTRODUCTION

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### INTRODUCTION AND CONTEXT

Cleveland Heights is located in the eastern part of Cuyahoga County among the First Ring suburbs. The City has a total land area of approximately eight (8) square miles and is home to approximately 46,000 diverse residents.

1418 Warrensville Center Road was originally the Hillside Dairy (the "Site"). The company opened on July 1, 1932 by experienced dairymen, dealing exclusively in dairy products directly from its farms to the consumer. Hillside was known for the tours of its facility and the food at its lunch counter. The company was closed in 1999, not long after being sold by Dean Foods Company of Franklin Park, IL. The City acquired the building from the Hillside Dairy LLC on August 2, 2000. A number of City functions were housed in the building related to public works, City Signs & Signals Unit, as well as a functioning as the Police Annex. Police activities included: the SWAT team, Bomb Squad, Special Investigations Bureau, undercover vehicle storage, evidence storage, records storage, equipment storage, and the Police gym. In 2004 and 2013, the City demolished portions of the building. In 2006, new siding was installed by the City. In 2014, a new salt storage shed was installed on the Site.

The existing building structure is currently vacant. In 2021, after discovery of asbestos throughout the building, as well as concerns about the roof, the City removed all personnel, equipment, files, and storage from the building and either discarded or relocated it to other structures within the City. The asbestos remains throughout the building and the roof structure is not stable. The building has been condemned and persons are not permitted within it. The City requested and obtained an updated asbestos inspection of the Site. The inspection found both suspended asbestos throughout the structure. Further, the inspection stated that "[a]ll building material determined to be asbestos containing materials (ACM) need to be removed prior to any demolition or renovation activities..." While the City knows that there is asbestos present in the building, it does not know if there are other environmental issues with the Site.

The City plans to demolish the building and prepare the Site for future redevelopment. However, the presence of asbestos within the building is currently the primary barrier in allowing the redevelopment of the Site and the Mayfield Triangle area overall. The redevelopment of the Mayfield Triangle area has been identified as a priority for the City and particularly the neighborhood residents in the 2019 Noble Road Corridor Plan. Any future redevelopment would be designed in a manner to be sustainable, with the appropriate engineering to allow for improved stormwater and drainage conditions. Removal of the brownfield site is a unique opportunity to transform this gateway to Cleveland Heights and will enable us to focus economic activities through an equity lense to revitalize an economically distressed area of the community.

In order to understand any further environmental issues, any remediation that is necessary, and what site preparation will entail, Phase I and Phase II Environmental Site Assessments (ESAs) are necessary. The City intends to apply for an USEPA Brownfield Cleanup Grant for the asbestos removal/abatement/remediation/disposal; of which a Phase II is a requirement. Should the Phase I/II ESAs determine that additional contaminants are present and require cleanup and/or remediation, it is anticipated that the City would include that in its application for the USEPA Brownfield Cleanup Grant.

## **RFP PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals from environmental consulting firms or individuals to conduct Phase I and Phase II ESAs for the former Hillside Dairy/City Police Annex located at 1418 Warrensville Center Road.

## **SCOPE OF WORK / CONSULTANT RESPONSIBILITIES**

The Project Scope of Work is limited to conducting both a Phase I and Phase II ESAs for the Site.

The selected consultant will be required to assure the assessments are conducted in compliance with the Society for Testing and Materials (ASTM) practices and guidelines:

- Phase I ESA – ASTM Standard E1527-13 and E1527-21, which generally includes, but is not limited to:
  - Regulatory records review
  - Historical records review
  - Site reconnaissance
  - Interviews
- Based on the results of the Phase I investigation, Phase II ESA – ASTM Standard E1903-19 (2020) or equivalent Phase II ESA report (which could include site investigations, materials sampling, and remedial action plans, as necessary, developed for a state cleanup program)
- U.S. EPA 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI)
- Any applicable State of Ohio requirements.

An optional task would be to complete the National Environmental Policy Act (NEPA) review that is necessary due to the use of Community Development Block Grant (CDBG) funds.

## **CLIENT RESPONSIBILITIES**

The City will comply with the requirements of ASTM E1527-13 and W2600-15. This may include:

- The City will provide consultants with all documentation available for the Site.
- Responding to questionnaires provided by The Consultant.
- Provide access to the Site for investigation purposes.

## **PROJECT DELIVERABLES**

Based on the Project Scope of Work described above, the selected consultant will deliver to the City the Phase I ESA report, Phase II ESA report, and any back-up documentation. The Consultant will provide any documentation necessary to be compliant with CDBG requirements. (Optional) NEPA review documentation. All documentation shall be provided in electronic format (PDF preferred).

## **II. PROJECT SCHEDULE AND BUDGET**

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### **PROJECT FUNDING**

Community Development Block Grant (CDBG) funding will be utilized to fund the Project.

### **PROJECT SCHEDULE**

In order to ensure compliance with CDBG funding, the Project will begin immediately upon award of the contract, with a completion date of May 31, 2023.

### III. SUBMITTAL REQUIREMENTS

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All proposals submitted for consideration shall include, but not be limited to, the following components.

1. **Cover Page:** Submit RFP cover page on letterhead stationery, signed by a duly authorized officer, employee, or agent of the responding party submitting the proposal. The cover page should include a statement that the proposal is submitted in response to the "*City of Cleveland Heights Former Hillside Dairy/Police Annex Phase I/II ESA RFP*". The cover page should contain the name, address and contact information, including email, of the main contact for the proposal.
2. **Statement of Qualifications and References:** Responding parties should include in their proposal with a Statement of Qualifications that includes the information below:
  - a) General description / overview of the responding party or team, including office location, size, and length of time in business;
  - b) A summary of the responding party's or team's background and list of comparable services / projects provided to a municipality; and
  - c) Description of current in-house quality control and plan review programs the responding party has in place for the Project.
3. **Personnel:** List key personnel and the anticipated roles which said personnel are expected to play on this project.
4. **Project Approach:** Outline of approach and work program for all services requested. The outline must include the following minimum information:
  - a) A detailed and functional work schedule for the proposed work program in a manner that is sequenced by timelines.
  - b) State the minimum expectations for involvement of, and information the responding party would need from the City to accomplish the Project.
5. **Cost:** Provide an itemized cost proposal for the various tasks to be performed. The cost schedule must list the estimated hourly charge or task charge (e.g., for a Phase I ESA, for a Phase II ESA, etc.) and estimated hours to be assigned for staff members and/or sub consultants. The cost proposal should cover all costs including consultant fees, mileage, and production costs. The proposal should include the total cost for the Project with sub-totals for each task.
6. **Minority, Women-Owned, and Veteran-Friendly Business Enterprises (MBE/WBE/VBE) Inclusion; Prevailing Wage and Local Hiring:** The City strongly encourages the participation of Minority, Women-Owned, and Veteran-Friendly Business Enterprises, as well as the use of commercially reasonable efforts to ensure that those employed on the project are local and paid at a prevailing wage rate to an extent reasonably practicable.
7. **Statement of Non-Discrimination:** The proposal should include a statement that the respondent will comply with all applicable federal, state and local laws with regard to fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (e.g., age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Project.

## **IV. EVALUATION CRITERIA**

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For all proposals deemed acceptable by the City, the evaluation criteria may include but not be limited to the following considerations:

- 1) Understanding of the requested work and responsiveness to the RFP.
- 2) Commitment to assure environmental assessments are conducted in compliance with the Society for Testing and Materials (ASTM) practices and guidelines for Phase I ESAs (Standards E1527-13 and E1527-21) and for Phase II ESAs (Standard E1903-19 or equivalent), U.S. EPA 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI), as well as any applicable State of Ohio requirements.
- 3) Professional Qualifications and Standing, which may include, but is not be limited to: professional excellence, demonstrated competence in the service requested, and the education and brownfields-related experience of the key personnel assigned to Project.
- 4) Completeness of proposal, the proposed schedule and the fee proposal.
- 5) Respondents past performance and ability to meet the project schedule and coordinate multiple projects.
- 6) Resources available to complete the project (e.g., equipment/software/Staffing).
- 7) Location of respondent's office and project staff and knowledge of Cuyahoga County and the local area.

## **V. ADMINISTRATIVE INFORMATION; ADDITIONAL SUBMITTAL REQUIREMENTS**

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- 1. Issue Date:** The issue date of this RFQ is **January 4, 2023**.
- 2. Questions and Responses:** Questions and inquiries will be accepted by the City, but must be submitted **via email to [planning@clevelandheights.gov](mailto:planning@clevelandheights.gov)**.
- 3. Closing Date for Proposals:** To be eligible for consideration, all responding parties must submit: **ONE (1) ELECTRONIC VERSION OF THE PROPOSAL RECEIVED BY THE CITY NO LATER THAN JANUARY 20, 2023 AT 5:00 PM.**

Responding parties who choose to submit hard copies of their proposals by mail or delivery service in addition to the required electronic copy should allow sufficient mailing and delivery time to ensure receipt on or before the time and date stated above. There will be no exceptions granted.

**Where to Submit Proposals:** The required electronic version of the proposal must be emailed to [planning@clevelandheights.gov](mailto:planning@clevelandheights.gov).

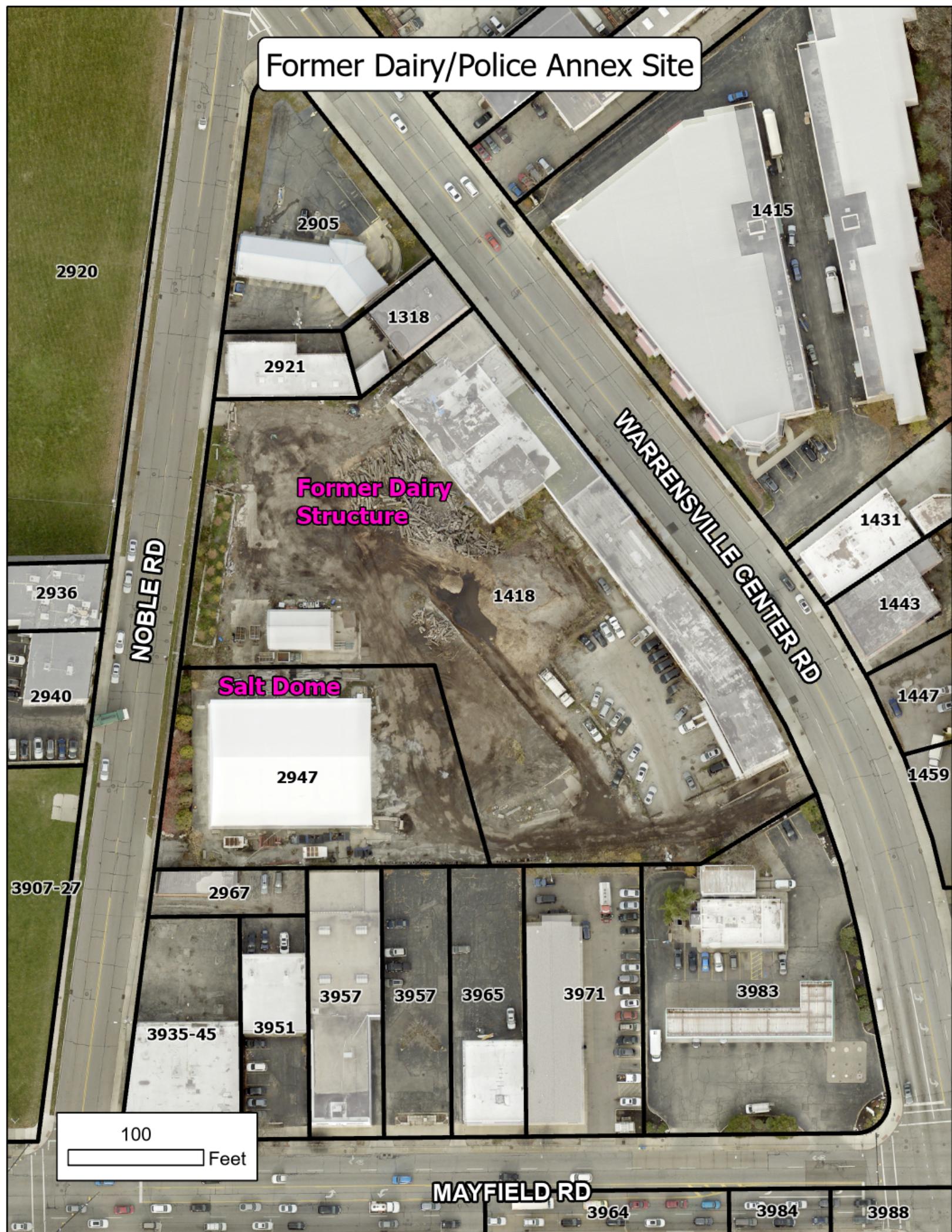
If an applicant chooses to submit hard copies in addition to the electronic copy, it should be mailed or hand delivered (to the dropbox outside of City Hall) to:

City of Cleveland Heights  
Department of Planning & Development  
40 Severance Circle  
Cleveland Heights, OH 44118

Both the hard and electronic copies should indicate that the proposal is in response to the "*City of Cleveland Heights Former Hillside Dairy/Police Annex Phase I/II ESA RFP*".

- 4. Addenda and Supplements to Proposal:** In the event that the City requires additional information, responding parties will have the opportunity to further respond to any questions asked and to clarify any points by submitting a written addenda and supplement to their proposal.
- 5. Expenses Incurred by Responding Consultant:** The City will NOT be responsible for any cost or losses incurred by any responding parties at any time in preparing and submitting a proposal or requested supplemental information in response to this RFP.
- 6. Rights Reserved by the City:** The City of Cleveland Heights reserves the right to determine appropriateness and merit of all submissions. Issuance of this RFP does not obligate the City to enter into negotiations with any responding party. All information provided by responding parties and written correspondence will be considered public records.

# Former Dairy/Police Annex Site





Environmental, Safety, Engineering & Surveying

Ohio | New York | New Jersey | Colorado

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January 20, 2023

City of Cleveland Heights  
Department of Planning & Development  
40 Severance Circle  
Cleveland Heights, Ohio 44118

**RE: Partners' Response to City of Cleveland Heights Former Hillside Dairy/Police Annex Phase I/II ESA RFP**

To Whom This May Concern, Department of Planning & Development:

Partners Environmental Consulting, Inc. (Partners) is pleased to submit this response to City of Cleveland Heights' (City's) Request for Proposal (RFP) that is referenced above.

Partners is recognized as a leading Brownfield consulting firm in Northeast Ohio. With four (4) Certified Professionals (CPs) on-staff and extensive experience managing United States Environmental Protection Agency (EPA) Brownfield grants since the inception of the program, our firm is one on which the City can confidently rely to implement this contract. We are also uniquely skilled in this market with asbestos inspections, development of abatement specifications, contractor bidding, and abatement oversight. We have worked on many projects for the City, notably co-authoring the City's US EPA cleanup grant for the Meadowbrook and Lee Roads development site and being selected by the City to implement that project.

For this contract, our Vice President, Mr. John T. Garvey, CP, CPG, PG, will serve as the main contact for this proposal. Contact information for Mr. Garvey follows:

Primary Contact Information

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President  
Partners Environmental Consulting, Inc.  
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Office: (800) 763-1363  
Fax: (518) 734-0132  
jgarvey@partnersenv.com

In summary, nothing here is new to us or presents a challenge for which we cannot demonstrate a past success. We will bring best practices from around the country, local knowledge, and creative thinking to The City of Cleveland Heights. We thank you in advance for your consideration of our proposal.

Sincerely,  
**Partners**

Dan B. Brown, CP, CPG  
President

31100 Solon Road, Suite G, Solon, Ohio 44139

[www.partnersenv.com](http://www.partnersenv.com)

phone: (800) 763-1363



**CITY OF CLEVELAND HEIGHTS, OHIO  
PHASE I/II ENVIRONMENTAL SITE ASSESSMENTS  
FOR THE FORMER HILLSIDE DAIRY/CITY POLICE  
DEPARTMENT ANNEX  
1418 WARRENSVILLE CENTER ROAD**

**REQUEST FOR PROPOSALS (RFP)**

**Prepared For:** City of Cleveland Heights  
Department of Planning & Development  
40 Severance Circle  
Cleveland Heights, Ohio 44118



**Prepared By:** Partners  
31100 Solon Road, Suite G  
Solon, Ohio 44139  
(800) 763-1363

**Submitted:** January 20, 2023

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## 2. STATEMENT OF QUALIFICATIONS AND REFERENCES

### 2a) General Description

Partners Environmental Consulting, Inc. (Partners) is pleased to respond to the ***City of Cleveland Heights, Ohio's (City's) Request for Proposal (RFP) for Phase I/II Environmental Site Assessments (ESAs), Former Hillside Dairy/City Police Department Annex, 1418 Warrensville Center Road***, dated January 4, 2023. We understand that the City is seeking qualified environmental professional services to conduct Phase I and II ESAs in support of a later United States Environmental Protection Agency (US EPA) Brownfield Cleanup Grant. We understand that funding for this round of work will come for the City's Community Development Block Grant (CDBG) program, *but we are also offering one suggestion in regard to alternate funding for the ESAs. Partners is one of only a few pre-qualified vendors for the State of Ohio's Targeted Brownfield Assessment (TBA) program and we can show the City how to apply for use of that program to conduct the work anticipated in the RFP, if desired.*

Partners is an integrated, full service environmental, safety, engineering, and surveying firm, incorporated in the State of Ohio in 1999 and based in Northeast Ohio. Mr. Dan B. Brown, CP, CPG, is the Founder and President of the firm. He is supported by an outstanding senior management team including Mr. John T. Garvey, CP, CPG, PG, who is the Vice President and leads operations, and Mr. Matt Mangino, who is the Director of Finance and Administration. The Practice Areas within Partners are led by senior technical experts and leaders in their respective fields, including Mr. John Zampino, CP, CPG, who is the Director of Assessment, Remediation and Revitalization (ARR), Mr. Chris Warren, CSP, CUSP, CHST who is the Director of Environmental Health and Safety (EHS), and Ms. Halle Miller, who is the coordinator of Due Diligence/Mergers and Acquisitions (DMA). Partners has its corporate office in Solon, Ohio, and branch offices in Sandusky and Akron, Ohio, New Jersey, New York, and Colorado.

Partners was formed specifically to address the environmental needs of the Brownfield redevelopment community. We have been dedicated to Brownfield re-development since the US EPA first defined the term in 1993 and our expertise in Brownfields is unparalleled. We are experts in the US EPA Brownfield grant program, having worked on many such grants, including authoring the US EPA Brownfield Cleanup Grant for the City of Cleveland Heights for the Meadowbrook and Lee Development. Additionally, Partners has demonstrated experience, particularly in finding practical, cost-effective remedial solutions.

Partners' staff includes a total of about 35 people with four (4) Ohio Certified Professionals (CPs) and 19 people who qualify as Environmental Professionals under the American Society for Testing and Materials (ASTM) definition. Other applicable licenses or certifications include three (3) Professional Engineers (PE), one (1) Professional Surveyor (PS), three (3) CAD operators, four (4) Professional Geologists, five (5) Certified Professional Geologists, three (3) Certified Asbestos Hazard Evaluation Specialists (AHES), two (2) Certified Asbestos Hazard Project Designers (AHPD), one (1) Certified Industrial Hygienist (CIH), two (2) Certified Safety Professionals, one (1) Asbestos Contractor Supervisor, one (1) Certified Air Compliance Auditor, one (1) Certified Utility Safety Professional (CUSP), one (1) Certified Construction Health and Safety Technician (CHST), one (1) Registered Environmental Manager (REM), one (1) Radiation Safety Officer (RSO) and two (2) Certified Hazardous Materials Managers (CHMM). **Additionally, Partners is certified by the Ohio Department of Transportation (ODOT) for multiple disciplines.** We are also one of the few companies that maintain a license within the State of Ohio (Department of Health) for radiological investigations and decontamination ("3219" License).

Our staff is based in Northeast Ohio and is familiar with the City of Cleveland Heights from our past work for the City and within the City's municipal boundary. We have worked with the City since the early 2000s completing such work as the Ohio Voluntary Action Program (VAP) cleanup of the Zagara supermarket, the remediation of the Meadowbrook and Lee Development using a US EPA Brownfield Cleanup Grant, asbestos inspections and abatement oversight for the Cleveland Heights-University Heights School District, the cleanup and redevelopment of the former Oakwood Country Club, and many others.

Partners' staff is well known to the Ohio Department of Development (ODOD) and the Ohio EPA for our experience implementing projects (including annual reporting, fee reimbursement, and grant documentation) under various ODOD Brownfield grant programs, such as, Clean Ohio, Jobs Ohio, Ohio Development Services Agency's (ODSA's) Abandoned Underground Storage Tank (UST) program, and the Job Ready Sites (JRS) programs. We also maintain a contract with the Ohio EPA to implement their

Targeted Brownfield Assessment (TBA) program. Notably, we were called upon in the early days of the development of the Ohio Brownfield Remediation Grant program, because of our long history with the Cuyahoga County Land Bank, Thriving Communities and the Ohio Policy Center. We participated in early discussions around the development of the Ohio Brownfield Grant program and provided comment and feedback on early drafts of the regulations.

But our core strength is the US EPA grant program. Mr. Brown, the founder of Partners, worked on the very first US EPA grant awarded in the US, right here in Cuyahoga County, and Mr. Garvey, our proposed project lead, has led countless US EPA grant programs for local agencies such as Cuyahoga County, the Northcoast Brownfield Coalition, Lorain County, City of Painesville, Northeast Ohio Four County Regional Planning and Development Organization (NEFCO), the Cuyahoga County Land Reutilization Corporation (Land Bank) and many others.

Throughout this submittal, Partners will demonstrate our experience working with public entities on their US EPA Brownfield projects and Brownfield site investigation in Northeast Ohio. You will see how we have handled Phase I and II investigations and remediation design. In addition, you will learn about our expertise in supporting the administrative aspects of such contracts including reporting, tracking and financial controls.

### In over 23 years of operation, we have accomplished many goals



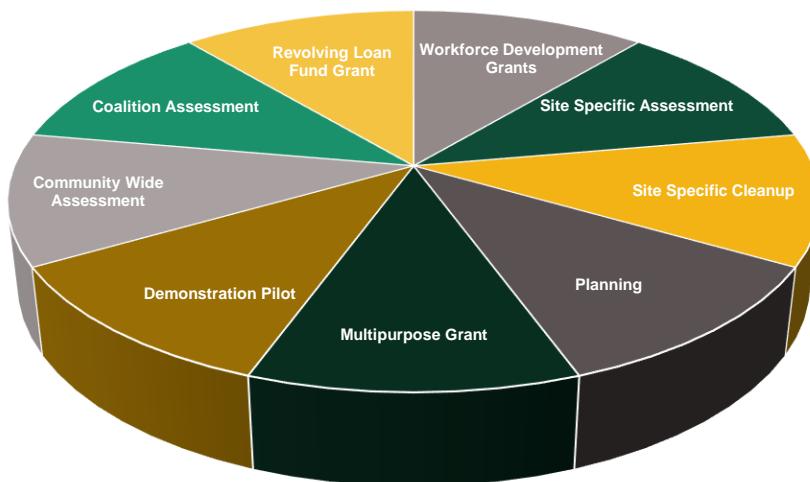
## 2b) Background

The City intends to conduct Phase I and Phase II assessments of the former Hillside Dairy site as a means of positioning the site for a US EPA Brownfield Cleanup Grant. Although the US EPA does not require the project to follow the Ohio VAP, we are recommending that the VAP processes be followed so that the site can be considered for a No Further Action (NFA) letter at project completion, should that be desired. Following the VAP will provide the City with a defined approach and could create access to other funding should it become necessary. Additionally, the City will need to develop an Analysis of Brownfield Cleanup Alternatives (ABCAs) and complete a pre-demolition asbestos survey for the completion of the US EPA Grant application. Following the VAP process will allow the City to establish defined cleanup targets based on end use. *Partners is offering a optional costs for two (2) tasks the City will need for the US EPA Grant application. Since only a visual asbestos survey has been completed, Partners is recommending a pre-demolition asbestos survey of the building and to prepare an ABCA at the completion of this phase of work to better prepare the City for the US EPA Cleanup Grant.*

Partners has been a leader in the US EPA Brownfield program since its inception. Mr. Brown worked on the first US EPA grant ever awarded, supporting a key project in Cuyahoga County, Ohio in the early 1990s. That introduction to the US EPA program started a career focusing on helping communities in pursuit of Brownfield funding and execution of grants. Since that time, Partners has distinguished itself as a national leader in US EPA Brownfield grants. This section highlights that experience.

**Awarded Communities:** Partners has been selected for Brownfield grant work in 23 different communities, including Cleveland Heights. **US EPA Brownfield Grant Applications:** Partners has authored 12 successful applications. **QAPPs:** Partners has prepared 16 QAPPs approved by the US EPA. **Projects:** With over 30 years working on US EPA grants, Partners has completed hundreds of projects including Phase I ESAs, QAPPs, SAPs, eligibility determinations, Phase II investigations, regulated building materials surveys, grant administration, community outreach, remediation action plans, cleanup, UST investigations and removals, Brownfield Planning, asbestos abatement, demolition, risk assessments, cost estimating, background metals in soil studies, ecological studies, polychlorinated biphenyl (PCB) investigations, ACRES reporting, and Brownfield inventories. **Grants:** Partners has worked on all types of Brownfield grants offered by the US EPA.

Types of Brownfield Grant Programs Completed by Partners



## Partners Experience with the Voluntary Action Program

Partners has been involved with Ohio's VAP since its inception. Prior to the implementation of the VAP, Partners was one of the initial members of the Cuyahoga Planning Commission, Brownfield Working Group. This group was the incubator for the original Senate Bill 221 legislation that established the VAP.

Because of our early involvement in the development of S.B. 221, Partners' staff chaired one (1) of the Administrative Rules Subcommittees that was tasked with the development of the final rule language and

interfaced with the Multidisciplinary Board that recommended the final rules to the Director of the Ohio EPA. Through this long-standing involvement in the VAP, Partners established relationships at all levels of the Ohio EPA and the VAP staff in particular. Those relationships include being selected by the Ohio EPA to conduct training for CPs in several venues and supporting the current Vapor Intrusion Working Group and Background Metals Working Group.

Partners is experienced in all aspects of the Ohio EPA's VAP processes and has extensive experience in taking projects from the beginning assessments through issuance of a NFA Letter and/or Covenant Not to Sue (CNS). This includes working under the VAP Phase I and Phase II processes; VAP Eligibility Analysis (OAC 3745-300-02); BUSTR Closures (OAC 1301:7-9-12) and Tiered Assessments (OAC 1301:7-9-13); preparation and implementation of VAP and BUSTR (OAC 1301:7-9-13N) Remedial Action Plans (RAPs); asbestos surveys and abatement related activities; LBP hazard assessments; regulatory file reviews; and Brownfield redevelopment.

From rule and policy writing to CP Training, to the receipt of a CNS, Partners is a leader in the State. Partners currently has four (4) in-house CPs, none of which have ever had their certification either threatened for suspension, suspended or revoked by the Ohio EPA. Partners' CPs do not have any projects where the Ohio EPA has issued a Notice of Intent to Deny or Denial Letter for projects completed under the VAP.

In addition to our extensive experience with the City, the following section provides example projects that are similar to that being requested by the City.

### **Cuyahoga County Land Reutilization Corporation (Land Bank)**

On behalf of the Cuyahoga County Land Reutilization Corporation (Land Bank), Partners has co-authored multiple USEPA Community-Wide Brownfield Assessment Grants awarded to the Land Bank totaling about \$1,000,000. Through a public qualifications based process, Partners was then selected by the Land Bank as one of their consultants and has conducted grant funded VAP and AAI compliant Phase I and II ESAs throughout northeast Ohio, including in Cleveland Heights, Ohio. In addition, Certified Professional services have included preparing QAPPs, SAPs and Health & Safety Plans required for the USEPA grant. Partners has also worked extensively with the Land Bank since 2010 completing over 1,000 pre-demolition asbestos surveys for properties located throughout Cuyahoga County, including within Cleveland Heights, Ohio.



### **City of Pueblo, Colorado-Former Keating School**

Partners is the prime consultant for the City of Pueblo's US EPA Community-wide Brownfield Assessment Grant. In our capacity as the City's consultant, we have helped the City implement their program, including conducting planning, community outreach, administration, stakeholder group coordination and eligibility determinations. In addition, Partners has conducted a Brownfield inventory, completed Phase I ESAs, hazardous materials surveys, asbestos abatement design, remediation planning and Brownfield planning.

For one location, the Former Keating School, Partners has supported the City's evaluation of this site for redevelopment as a Community Theater and housing. We completed a Phase I ESA and a comprehensive hazardous materials survey which included asbestos and lead based paint inspections, and a hazardous building materials inventory. This work identified the presence of asbestos and lead-based paint throughout the facility as well as mercury in a gymnasium floor.



Together, Partners worked with the City, the local non-profit organization, and developer to author a US EPA cleanup grant application. The application included an ABCA. While co-authoring the application,

Partners developed detailed cost estimates for site cleanup and conducted the necessary public meetings. The application requested \$1,000,000 and was submitted in the Fall 2022.

### **Northeast Ohio Regional Sewer District (District)**

Beginning in 2014, Partners retained a contract with the District for two (2) successive terms to conduct environmental assessments and cleanup for implementation of their Capital Improvement Project (CIP), an over \$2 billion upgrade to address combined sewer overflows (CSOs) in northeast Ohio. Our work comprised the investigation and cleanup of large properties to be used for green infrastructure solutions to the CSO issues. This work included conducting inventories of sites for Brownfield issues, site assessments (i.e., Phase I/II), and remediation planning.



As part of our work, when a large remediation was deemed necessary at a critical green infrastructure location, Partners pitched the idea of pursuing a US EPA Brownfield Cleanup grant to help off-set the exceptional costs anticipated for the cleanup. In support of the District, we authored two (2) successful cleanup grants applied to the same property and totaling \$600,000. In preparation of the grant application, Partners completed Phase I and II investigations and remediation planning, including an ABCA. The grant was to pay for the costs of the cleanup of an illicit landfill associated with a junk yard that was redeveloped into a stormwater retention/green infrastructure feature and leave behind park for the community.

### **City of Painesville, Ohio**



For over 10 years Partners has worked with the City of Painesville on Brownfield projects. Partners has completed various projects under the City of Painesville's U.S. EPA Community-wide Brownfield Assessment grant to help revitalize their most prominent Brownfield sites. The environmental assessments conducted include ACM Surveys, Asbestos Abatement Specifications, Brownfield Sites Inventory, VAP Phase I Property Assessments, Phase II ESAs, Phase I ESAs, and Ohio EPA and BUSTR File Reviews. In addition, Partners prepared Health and Safety Plans, Data Quality Objectives/SAPs, the QAPP and QAPP updates.

#### **2c) Quality Control**

We understand that moving quickly and efficiently to meet the City's deadlines is important in conducting our work. Using our collective resources and experience, Partners will be responsive in meeting the City's scheduling needs through the guidance of the Project Lead/CP in-charge, Mr. John Garvey and our firsthand knowledge of working in the City.

Our firm is currently available to undertake any project under this RFP within one (1) week notice. With approximately 24 professionals located in Northeast Ohio, Partners is staffed to move quickly on any project. In addition, we have four (4) in-house CPs with extensive experience in Brownfields. Since our staff is trained in the timeframes typical of property redevelopment projects, we understand that moving quickly and efficiently is important in conducting our work. Based on Partners' workload our current utilization is approximately 65%; therefore, 35% or approximately 300-400 hours per week is available for additional projects. Partners considers the anticipated project under this contract a high priority and will dedicate the appropriate staff necessary to complete project within the City's scheduling needs.

Partners has created an extensive Project Management plan to ensure timely and successful completion of our projects. From budgeting and staffing to deliverable expectations and deadlines, Partners implements a comprehensive strategy.

#### **Cost Control**

Every project is set up with an approved scope, schedule, and budget to control project costs. During the performance of the project, the staff and contractors are not allowed to exceed the approved schedule or

budget without prior authorization from the Project Manager. Budgets are carefully tracked through the AJERA accounting software.

#### Time Sheet and Expense Entry

All employees are required to complete electronic timesheets each week that must be approved by the employee's supervisor and Project Manager. Information entered on the timesheet includes the project number, phase or task code, work description, and the number of hours worked each day for that phase. The timesheets are approved by the employee's supervisor before being posted to the project costing/accounting system.

Employee expenses are accumulated each week similarly to timesheets and must be approved by the employee's supervisor and Project Manager. Receipts must accompany expense reports. Other project chargeable data, including subcontractor costs or other miscellaneous costs, are entered through a job costing system linked to the accounts payable system. Subcontractor invoices are scanned and emailed to Project Managers for approval before being entered into the job costing system.

#### Project Cost Monitoring and Invoicing

Partners uses electronic project cost tracking systems, which are continually upgraded to meet the needs of our Clients and Project Managers. Within AJERA, proprietary programs for timesheet and expense collection and job status reporting have been added to exchange timely information with project managers. Report writer software enables database mining and flexibility in producing accounting reports as needed.

Transaction information from timesheets and expense entries and other project chargeable data is exchanged daily between the project costing/accounting systems and the project manager's job status reporting system. The job status reporting system is available on-line to project managers for monitoring project costs, making changes if required, and preparing draft invoices. The project manager can activate phases to allow entry of timesheet and expense data or add new phases and budgets to track additional approved tasks. Collectively, these tools allow the project manager to track and control project costs.

Project Managers typically generate invoices to clients monthly. Invoices show a detailed list of personnel time, project expenses, subcontractor costs, and other transactions at the phase level. The invoicing schedule is flexible and can be modified to meet client requests. Invoices are finalized in the accounting department and required backup documentation is attached prior to being sent to the client.

#### Balancing a Heavy Workload

Redundancy is built into every organizational level in our team to ensure multiple projects can be managed at any time, to reduce the risk of project delays, and to add significant experience so that complex site conditions can be dissected into their elemental components and effective solutions presented.

Our extensive experience with Due Diligence services has allowed us to streamline our system and provide the resources, knowledge, and capacity to handle a large volume of projects quickly without sacrificing quality. Partners conducts between 250-350 environmental assessments annually, with the ability to complete projects in the shortest amount of time practical while still being cost-effective. Regardless of the current workload, we have the resources available and the ability to mobilize to a site extremely quickly to complete the project effectively.

Partners uses a team approach to Project Management. Partners understands the quality of a project's end product is only as good as the weakest link. This is why every project undergoes scope, budget, and schedule planning in a team approach before beginning. This is also why designated team members have, on average, more than 15 years of practical experience. We conduct weekly resource balancing (RB) meetings where all Project Managers and Directors evaluate all staff members workload, discuss the status of every active project, and assign work tasks to staff members most qualified to handle a given task. RB meetings ensure no staff member is overloaded, resulting in project delays and/or mistakes. Project Managers are in daily contact with all staff members involved in project activities.

#### Quality Assurance/Quality Control

Partners intends to provide environmental, safety, engineering and surveying solutions that exceed client expectations. Quality is an integral component of our business and a core value that we seek to deliver on every project through reliance on the following Quality Principles:

- We are committed to providing our services with the utmost honesty, accuracy, integrity, and confidentiality.
- We are committed to continually assessing and improving our Quality Management System; to evolve in knowledge, applications, and resources; and to increase the value of our work products.
- We are committed to protection of the health and safety of our employees, vendors, and clients, and look to extend that knowledge outside our work lives to the greater community.
- We are committed to client satisfaction and demonstrate that by partnering with our clients to achieve creative and beneficial solutions to meet their ultimate goals.
- We are committed to engage all our employees in the process of continual quality improvement through active communication, staff development and training.

#### Corporate Program

Partners maintains robust Quality Assurance / Quality Control (QA/QC) programs with the objective of delivering a consistent, high-quality product. While the system is flexible enough to accommodate the specific needs and concerns of a wide variety of programs, we maintain a set of common standards applicable to virtually all assignments.

Partners has developed a Quality Management Plan (QMP) to meet the requirements outlined in EPA Requirements for Quality Management Plans (QAR-2) (EPA/240/B-01/002, March 2001, Reissued May 2006). This QMP also demonstrates compliance with the requirements outlined in American National Standards Institute (ANSI) E4:2014 Quality management systems for environmental information and technology programs - Requirements with guidance for use. This QMP outlines Partners' plans, implements, and assesses the effectiveness of its quality assurance and quality control operations as it applies to environmental projects and programs involving environmental information or technology.

While the QMP applies most specifically with respect to projects undertaken under the jurisdiction of Federal and state environmental authorities, it is used as a guideline for all aspects of Partners' operations. It may be viewed as the "umbrella" document under which individual projects can be conducted.

#### Document Review

Partners uses a team approach to document review. This is why every project undergoes peer review in a team approach at the beginning and throughout the project lifespan. Partners has developed detailed SOPs in both technical and administrative areas within the company to ensure the quality and safety of our work throughout our clients' projects.

Partners' comprehensive QA/QC process ensures that every project receives the same attention to detail during the review process as during completion of technical activities, resulting in the delivery of a technically consistent product. The Client is provided drafts of all reports issued with an opportunity to provide comments and discuss any issues before the final report is issued.

For every project undertaken by Partners, a Technical Director is assigned. This person is the subject matter expert within the firm and for that discipline. They sign off on scope and final document review. Additionally, the Director of each Practice Area also has document review responsibility. Before a document draft is circulated for review, a Document Work Request Form (DWRF) is prepared. The DWRF essentially serves as the chain of custody for the document, ensuring that the review process has been completed and delivery due dates and methodology are followed.

#### Analytical Data Validation

For work under the US EPA grant program, all sampling activities will be conducted following an approved QAPP and site-specific SAP. For work under the VAP, all activities will follow a Work Plan structured for the VAP program. Partners is accustomed to working in this way as we have conducted work under the US EPA program for over 20 communities. Our data validation experts will be assigned to each project and review reports to ensure compliance with the QAPP, SAP and applicable Standard Operating procedures (SOPs).

Data will be compared to applicable standards, with attention given to defining the correct applicable standard for the individual project. We work with qualified laboratories also accustomed to working under

US EPA approved QAPPs and are licensed under Ohio' VAP. We will provide the comparisons standards to the laboratories for inclusion in data reporting to minimize the potential key punch errors in data entry and comparison with standards.

Quality Assurance Project Plan (QAPP)

The preparation of a QAPP is required for US EPA funded programs and based on our experience working under Cooperative Agreements, we can expedite the review process, having so many previously approved and available for use as a starting point. Partners has prepared 16 approved QAPPs under this and similar programs, including many approved QAPPs in Ohio for US EPA Region 5. We are familiar with the US EPA's review process and have a working relationship with the reviewers in this region.

### 3. PERSONNEL

Our key personnel assigned to this project are introduced below. **Appendix A** contains 1-page resumes for each key staff member highlighted in this section and shown on the organizational chart.



#### **Client Manager/Project Lead: John T. Garvey, CP 118, CPG, PG**

Mr. Garvey will lead this project and serve as the single point of contact. He will direct the project team to implement this contract, selecting the applicable internal task managers and sub consultants as tasks dictate. He is Partners' Vice President and is its most accomplished Certified Professional (CP) under the Ohio VAP and is based in Solon, Ohio. Mr. Garvey has been with Partners for over 15 years, has been a CP since 1994, and has been practicing since 1987. He has extensive experience leading projects under Ohio's EPA programs and cleanups funded by the State of Ohio, and has led US EPA Brownfield assessment and cleanup grants for over 10 communities. He is well known to the Ohio and US EPA staff for his steady approach and technical competence. He has issued 28 NFA Letters, including the receipt of 22 CNSs, plus one (1) pending CNS under Ohio's VAP. In addition, Mr. Garvey issued Urban Setting Designation (USD) documents to the Ohio EPA for three (3) properties in Cuyahoga County and one (1) in Lake County.



#### **Contract Manager: Dan B. Brown, CP 127, CPG**

Mr. Dan B. Brown is the founder and President of Partners. Mr. Brown is a Certified Professional Geologist (CPG) with the American Institute of Professional Geologists (AIPG) a national licensure; and is a Certified Professional (CP #127) with the Ohio EPA under their Brownfield program.

Having served as a member of the original Cuyahoga County, Ohio Brownfield Working Group and being selected by Ohio EPA to chair a rule-writing subcommittee during the development of the Brownfield rules in the early 1990s, Mr. Brown has been affiliated with Brownfield investigations since their inception. His unique experience and capabilities have been called upon repeatedly by the regulatory community having helped with training, rule writing and education for Ohio's Brownfield program and nationally as a repeated speaker at the US EPA's Brownfield Conference.

Notably, Mr. Brown is also a former elected official, having served as a Councilperson and Council President in Orange Village Ohio for over 11 years. His experience in the workings of municipal government is significant and will be of value when operating public meetings, conducting community engagement and bringing together stakeholders under this contract.

Mr. Brown has led over 10 US EPA Brownfield projects in his career, including the Meadowbrook and Lee Road Development project in Cleveland Heights, and brings a wealth of knowledge and understanding of the nuances of the program to the Team. He has served as a CP under Ohio's Brownfield Program since its inception, authoring many No Further Action (NFA) Letters and successfully negotiating Covenants Not to Sue (CNS) at the State and national level.

Mr. Brown will remotely manage contract negotiations with the City and serve as a resource to Mr. Garvey for such activities as public engagement and US EPA compliance.



#### **Brownfield Practice Resource Manager: John A. Zampino, CP 280, CPG**

Mr. Zampino is the Director of Partners' Assessment, Remediation, and Revitalization (aka Brownfield) Practice Area and provides senior project oversight as well as project scoping and cost estimates. He will lead the coordination of all internal and external resources on the project, ensuring that the proper resource is assigned to each task. Mr. Zampino is running what is possibly the first project being conducted under Ohio's Brownfield Remediation Program, a large-scale soil metals cleanup in Dayton Ohio ("Greater Dayton School"). He was also instrumental in authoring several successful applications in Ohio's Brownfield Remediation Grant Program. Both inside and outside the VAP, Mr. Zampino manages complex Brownfield projects that include coordination of multiple regulatory agencies, restoration and grading designs and the demolition of large and small structures. He has prepared and administered numerous Brownfield assessment and remediation grants, often supervising contractors in tens of millions of dollars of

expenditures. Mr. Zampino has issued 17 No Further Action Letters and received 12 Covenants Not to Sue. Mr. Zampino is based in Solon, Ohio.



#### **Project Manager: Halle A. Miller, AHES, AHAS, LRA**

Ms. Miller is an environmental professional with experience in environmental due diligence, including Phase I/II ESAs, asbestos surveys, lead-based paint inspections, hazardous materials surveys, and PCAs. She is knowledgeable in environmental remediation and compliance. As a Certified AHES, Ms. Miller is licensed to perform visual asbestos surveys and pre-demolition and pre-renovation asbestos surveys, including bulk sampling of building materials. She is also a licensed AHAS capable of asbestos abatement oversight. Ms. Miller has worked in a project management capacity and has developed and implemented training programs for entry-level employees. Also, she has worked on large portfolios of due diligence project sites for several commercial developers.

Ms. Miller is based on Solon, Ohio and will serve as the project manager for this contract.



#### **Quality Assurance/Quality Control (QA/QC): Thomas Weir**

Mr. Weir is a Senior Environmental Scientist with 28 years of experience conducting subsurface investigations including soil, groundwater, sub-slab vapor, and soil gas, as well as remediation for residential, commercial, agricultural, and industrial properties. Mr. Weir also conducts field and reporting activities associated with VAP projects and BUSTR Closure and Tier Evaluations. He has extensive experience working in the field and with report preparation for grant funded projects in Ohio.

Mr. Weir is Partners' field quality assurance manager and is based in Solon, Ohio. He has prepared numerous quality assurance project plans (QAPPs) for US EPA Grant Programs and has managed the data validation aspects of large sampling and analysis plans (SAPs) required under such projects and within the VAP. Mr. Weir will oversee laboratory data management and serve as a backup for all field related activities and contractor supervision.



#### **Site Assessment Field Supervision: Jeremy Kindle, AHES, AHAS, LRA**

Mr. Kindle is an environmental professional with experience working on a diverse range of projects. Through his experience with governmental agencies and private clients, Mr. Kindle has gained a unique perspective on project management for environmental work. He is experienced with drilling equipment, geophysical instrumentation, well construction, and project management. He is proficient sampling soil, groundwater, soil vapor, rock coring, and SPCC/SWPP monitoring and is accustomed to supervising contractors on project sites. He is a Certified Asbestos Hazard Abatement Specialist, Certified Asbestos Contractor Supervisor, Certified Asbestos Hazard Evaluation Specialist, and a Certified Lead Risk Assessor.

Mr. Kindle is based in Solon, Ohio and will lead Site assessment tasks, including soil and ground water field investigations and hazardous materials assessments.



#### **Field Resource: Shannon Garvey**

Ms. Shannon L. Garvey is a Geologist with a demonstrated history of working in the environmental services industry. Ms. Garvey spent the early part of her career working in the construction monitoring where she learned the basics of soil classification, foundation and slab construction, and placement of engineered fill while attending graduate school. She then focused her career on hydrogeology where she gained extensive experience sampling groundwater (bailer, air lift, peristaltic, Grundfos, low-flow, volumetric, minimum purge and dry sampling), performing pumping tests, preparing geologic cross-sections, preparing potentiometric surface maps, statistic groundwater data analysis (DumpStat, Sanitas, Chempoint), performed NPDES sampling and prepared quarterly, semi-annual and annual monitoring reports for landfills throughout Ohio.

Ms. Garvey's current focus is to put her past experience to use in Phase I ESAs and Phase II assessments involving groundwater monitoring well development and sampling, installation and abandonment,

installation of soil borings, as well as installation and sampling of vapor points and indoor air. Ms. Garvey will support Phase I and II field activities. She is based in Solon, Ohio.



#### **Field Resource: Brian Grossi**

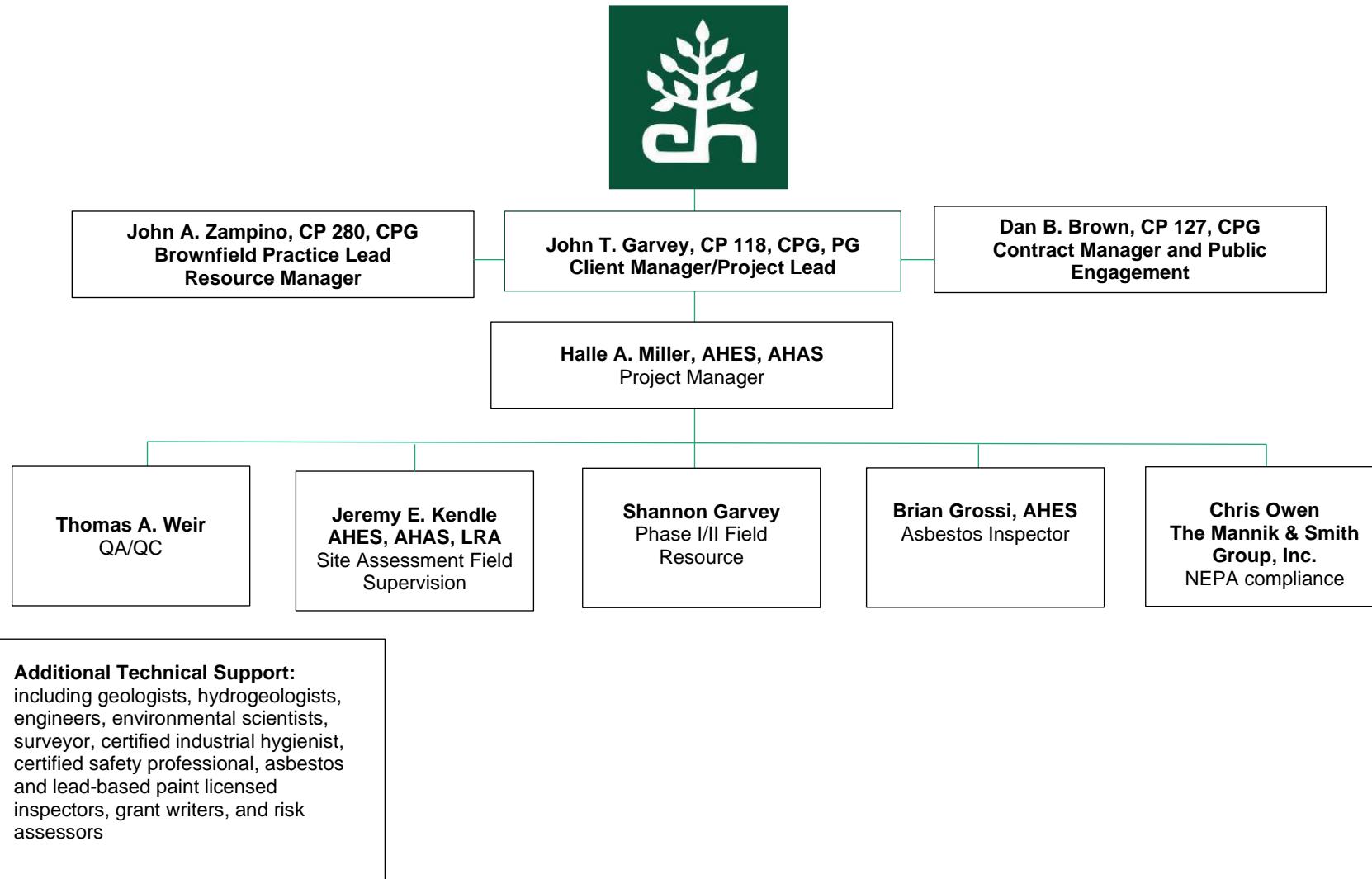
Mr. Brian D. Grossi is an Environmental, Health and Safety (EHS) Professional and the Corporate Safety Coordinator in the EHS practice area. He has 14+ years of experience in the Ohio Army National Guard as a Chemical, Biological, Radiological, and Nuclear (CBRN) Specialist for an engineering brigade. In addition to his field of competence, Mr. Grossi brings approximately five (5) years of construction experience to the table including, but not limited to, project design, project management, project safety, and subcontractor coordination. That experience supports Mr. Grossi as a Certified Asbestos Hazard Evaluation Specialist in the State of Ohio. Mr. Grossi will support asbestos inspections and reporting and as a back-up for Phase I and II field activities. He is based in Solon, Ohio.



#### **NEPA Compliance: Chris Owen-The Mannik and Smith Group, Inc.**

Chris is a National Environmental Policy Act (NEPA) Project Manager and a federally certified (36 CFR 61) Architectural Historian with national experience on numerous transportation, transit, rail, and compliance projects. He has acted as both project manager/task manager, and principal investigator while performing numerous cultural resource surveys and analyses, and developing NEPA-related documentation. Mr. Owen will support NEPA compliance activities related to the use of CDBG funding.

Mr. Garvey will serve as the Client Manager and single point of contact for this contract. He will be supported by Mr. Brown for contract matters and Mr. Zampino will coordinate internal resources. Ms. Halle Miller will serve as the Project Manager, coordinating all field staff and subcontractors, as needed.



#### 4. PROJECT APPORACH

Our project approach includes the completion of a Phase I ESA and Phase II Investigation, and an optional task for NEPA compliance relative to CDBG funding, as well as other optional tasks for proposed activities to comply with US EPA grant requirements. The following sections describe our scope of work.

In preparation of this submittal, Partners has conducted initial research into the history of the site and the surrounding area. That research has included:

- 1) Review of Sanborn Fire Insurance Maps
- 2) Review of historical city directories
- 3) Review of historical aerial photographs
- 4) Review of historical topographic maps
- 5) Review of regulatory database listings
- 6) Review of a prior visual asbestos inspection provided by the City.

Based on that research we have developed a detailed scope of work for the project.

##### **Task 1: Phase I ESA**

We understand that the subject property is currently composed of one (1) parcel at the location of the former Hillside Dairy, addressed at 1418 Warrensville Center Road in Cleveland, Heights, Ohio (Property). It is Partners' understanding that the subject property is developed with one (1) approximately 32,000 square foot building and is currently vacant.

Partners will conduct the Phase I ESA in general accordance with the scope and limitations of the United States Environmental Protection Agency (USEPA) 40 CFR Part 312, *Standards and Practices for All Appropriate Inquires, Final Rule* and the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21)* effective February 13, 2023.

- Conducting a site walkover to observe and document existing conditions;
- Interviewing people knowledgeable about current and past operations at the Property (provided contact information is provided by the client);
- Obtaining and reviewing federal, state, and local environmental databases;
- Reviewing other reasonably ascertainable public records (historical and current) for the Property and surrounding sites; and
- Completion of the E1527-21 User Questionnaire.

***Because of our research, we have identified that the Property is the subject of a former BUSTR closure and NFA and that several adjoining sites are listed in BUSTR and Ohio Brownfield databases. Therefore, regulatory files for these locations will be obtained and reviewed as part of our Phase I ESA.***

The purpose of conducting a Phase I ESA in accordance with the ASTM Practice is to permit the User to satisfy one of the requirements to qualify for the Innocent Landowner, Contiguous Property Owner, or Bona Fide Prospective Purchaser limitations on CERCLA liability.

This Phase I ESA will be performed in an effort to identify Recognized Environmental Conditions (RECs), Controlled RECs (CRECs), Historical RECs (HRECs) and de minimis conditions associated with the Subject Property as defined by the ASTM Practice E1527-21 Standard. A REC is defined as:

- 1) the presence of *hazardous substances or petroleum products* in, on, or at the *Subject Property* due to a *release* to the *environment*;
- 2) the likely presence of *hazardous substances or petroleum products* in, on, or at the *Subject Property* due to a *release* or *likely release* to the *environment*; or

3) the presence of *hazardous substances or petroleum products* in, on, or at the *Subject Property* under conditions that pose a *material threat* of a future release to the *environment*.

A *de minimis condition* is not a *recognized environmental condition*. Which is defined as “a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

#### Exceptions and Limitations

Partners will be providing recommendations regarding whether further investigation is warranted, as per 40 CFR Part 312 § 312.31(b), unless requested not to do so by the Client.

Other than those specifically identified in this proposal, if deemed necessary by the Environmental Professional, the review of regulatory files (e.g., State Regulator Agency, USEPA, etc.) for sites that may appear on the regulatory database search, as per ASTM E1527 standards, would be billed as a unit cost item (for an additional fee), with Client's written Authorization. Due to the uncertainty of receiving the files in a timely manner, their potential volume and since the number of potential sites is unknown, costs associated with this activity cannot be included in the base fee. Regulatory files not reviewed and summarized, at the recommendation of the Environmental Professional, will be listed as a limitation within the Phase I ESA.

Partners assumes a title commitment or area use limitations and environmental lien searches will be provided by the Client for our review. The cost to review Client provided information is included in the Phase I ESA Fee. If the Client elects to hire Partners to provide an area use limitation and environmental lien search, it will be done at an additional fee.

Helpful Documents as defined by Section 10.8.1 of the ASTM E1527-21 Standard which include but are not limited to prior environmental assessment, investigation and/or remediation reports, permits, registrations, safety data sheets, and/or plans/drawings should be provided to Partners, if known to exist. Any environmental reports provided by the Client that are to be reviewed or summarized as part of the Phase I ESA must be received within five (5) business days of written authorization to proceed. If prior environmental reports are provided to, or discovered by, Partners after five (5) business days during our assessment, additional charges may be incurred.

In conducting our work, we may be relying on the information presented in the reports prepared by others and will accept this information as accurate and complete unless discovered otherwise during the course of our assessment. We will not attempt to independently verify the information provided. Partners will not be retained to provide additional warranty or guaranty to these reports prepared by others and provided, in part or in whole, for our review.

Partners presumes that unlimited access will be provided during the site visit.

Partners will not be completing interviews of prior and/or current owners, operators and/or major tenants, unless names and contact information are provided by the Client or meetings are arranged by the Client.

All submittals will be delivered via e-mail in electronic format. Our budget assumes one (1) round of consolidated comments/edits to our draft report before issuing the final report.

Unless otherwise contracted, *Business Environmental Risks*, as defined by the ASTM E1527 standards, including, but not limited to per- and polyfluoroalkyl substances (PFAS), asbestos-containing building materials (ACM), biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint (LBP), lead in drinking water, mold, radon, regulatory compliance, and wetlands. will not be addressed during the completion of our Phase I ESA. You acknowledge that the Client has not specifically contracted such *Non-Scope Considerations*. If any non-ASTM related issues are to be included as part of the scope of work, please advise so that a separate budget can be developed.

### User Responsibilities

#### ASTM E1527 User Responsibilities

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the User must provide the following information (if available), as requested on the User Questionnaire, to the Environmental Professional. See companion email with **User Questionnaire** following this proposal, which will satisfy the User's ASTM E1527 Responsibilities. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete, as it creates a data gap.

- Environmental cleanup liens that are filed or recorded against the site.
- Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry.
- Specialized knowledge or experience of the person seeking to qualify for the LLP.
- Relationship of the purchase price to the fair market value of the subject property if it were not contaminated.
- Commonly known or reasonably ascertainable information about the subject property.
- The degree of obviousness of the presence or likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation.

Information not furnished to the Environmental Professional by the prospective landowner that may affect the Environmental Professional's ability to render such an opinion may be identified by the Environmental Professional as a data gap.

The Phase I ESA Report will be prepared for the exclusively for the User/Client and may not be relied upon by any other party, unless agreed to in writing. If reliance is to be extended to a third party, then written notification to Partners is necessary at the time of authorization. Partners will extend reliance on the Phase I ESA to one (1) additional party associated with the current transaction for no additional fee providing our standard form Reliance Letter is utilized. The negotiation of form Reliance Letters provided by third parties or providing Reliance to additional parties will be billed on a time and materials basis for an additional fee in accordance with our then current rate schedule.

In addition, Partners requests that access authorization and Subject Property owner name(s) and contact information be provided by the User/Client. Once provided, Partners will schedule the Subject Property inspection, or the Client may organize the Subject Property inspection.

### Other User Responsibilities

The Phase I ESA Report will be prepared for the exclusive use of the Client and may not be relied upon by any other party, unless agreed to in writing. If reliance is to be extended to a third party (e.g., lender), then written notification to Partners is necessary at the time of authorization. Partners will extend reliance on the Report to one (1) additional party associated with the current transaction for no additional fee. The negotiation of form Reliance Letters provided by third parties or providing Reliance to additional parties will be billed on a time and materials basis for an additional fee and in accordance with our then current rate schedule.

In addition, Partners requests that access authorization and Property owner name(s) and contact information be provided by the Client. Once provided, Partners will schedule the site visit, or the Client may organize the site visit.

### Timing

Partners will commence work upon receipt of the signed proposal. Partners will complete the site visit within five (5) business days from the date of authorization, unless otherwise agreed upon or stated in this proposal. Partners will complete the Draft Phase I ESA Report within no more than 20 business days from the date of the site visit.

While Partners will notify the Client, we reserve the right to extend the due date in circumstances where information required from other resources or access to the Property cannot be obtained in a timely manner. We will notify the Client when it becomes apparent that the due date will have to be extended.

#### Report Production and Delivery

Partners will submit one (1) copy of the Draft Phase I ESA Report text, photos, and figures as an electronic version (typically by email). The Draft Report will summarize the results of our findings and include and/or reference all documentation used in preparation of the Report. Within 30 days of issuing the Draft Report and at the request of the Client, Partners will submit one (1) electronic copy of the Final Phase I ESA Report (typically by Dropbox or OneDrive, not by email, due to file size). The Draft and Final Reports will be delivered by the close of business on or before the specified due date. Requests for Final Reports after 30 days may incur additional charges.

#### **Task 2: Limited Phase II Investigation**

Based on our research of the historical uses of the Property, we have identified various conditions that warrant further investigation. Although we have not completed a full Phase I ESA, we have designed a scope of work based on site-specific data accumulated through our research. However, you acknowledge that our scope of work is preliminary and subject to change based on the results of our Phase I ESA described above.

Based on our research, the following environmental issues were preliminarily identified:

##### On-Site

- Sanborn maps identified one (1) underground storage tank (UST) in the western-central area of the Property and possible a second UST located on the central portion of the Property near the former boiler room.
- The Property is subject to a BUSTR listing for the closure of two (2) USTs. It is not known if these USTs are the same as the USTs identified on the Sanborn maps.
- Past uses of the subject site include a machine shop, truck wash, and garages.
- Demolition activities have occurred on-site and may have resulted in releases of hazardous substances.
- The database report identifies multiple spills of ammonia and diesel fuel on the Property reported to the Ohio EPA. The location of the spills is not known. It is presumed for purposes of this proposal that ammonia was released to the air and has not impacted the soil or groundwater.

##### Off-site

- A gasoline service station has been located adjoining the Property to the southeast at the corner of Warrenville Center and Mayfield Roads since at least the 1950s.
- An auto repair facility was located adjoining the west property line at the location of the current Salt Dome, since at least the 1950s.
- A Goodyear store is currently present and other car repair facilities have been located adjoining to the south along Mayfield Road since at least 1930.
- A filling station and later auto repair have been located about 100 feet northeast of the Property across Warrensville Center Road since at least the 1950s.
- A filling station has been located about 100 feet north of the Property at the intersection of Noble and Warrensville Roads since at least the 1950s.
- A dry cleaner has been located about 100 feet east across Warrensville Center Road since at least the 1960s.

Based on these conditions both on and off-site, a Phase II investigation is necessary to assess soil, groundwater, and soil vapor conditions. **Figure 1** is provided in **Appendix B** and shows the preliminarily identified areas of concern. **Figure 2** is provided in **Appendix B** and shows the proposed sampling locations. The following section describes our proposed scope of work, which will comply with ASTM Standard E1903-19 (2020) or equivalent and will follow the applicable aspects of the Ohio VAP process.

#### Site-Specific Health and Safety Plan (HASP)

Partners will prepare a site-specific HASP to be reviewed at the Property with all subcontractors prior to initiating field activities.

#### Ohio Utility Protection Services and Ohio Oil and Gas Producers Underground Protection Services Notification and Access

The Ohio Utility Protection Service (OUPS) and the Ohio Oil and Gas Producers Underground Protection Service (OGPUPS) will be contacted at least 48 hours before initiating field activities. However, marking or showing Partners the location of on-site utilities, which are not part of the OUPS/OGPUPS locate, is also the responsibility of the Client. Our proposal assumes that the Client will provide unlimited access to the Property to conduct our field activities. Although Partners will make a reasonable attempt to restore penetrations on the Property with like materials, some unavoidable damage will result from our investigation, and we cannot be held liable for these conditions.

#### Soil Borings, Installation, Sampling and Analysis

Partners will advance nine (9) direct push soil borings to a depth of four (4) feet in a grid style layout across the Property. Borings will be installed until probe refusal or upon encountering groundwater, whichever is shallower. Borings will be installed using a track-mounted Geoprobe drill rig. Proposed boring locations are shown on **Figure 2** included in **Appendix B**. Final decisions regarding the exact locations of the borings will be made in the field by Partners, based on conditions encountered.

Soil samples will be collected continuously to the terminal depth of each boring. The soil samples will be visually classified according to the Unified Soil Classification System (USCS) by a qualified member of Partners' field staff, and placed into pre-cleaned, laboratory-supplied jars. Boring logs will be completed noting the soil classification and any other relevant observations. Each sample will be labeled, logged on a chain-of-custody and placed in a cooler with ice for potential transport to the laboratory. In addition, a representative portion of the sample will be placed in a sealable plastic bag for organic vapor screening using a photoionization detector (PID). Based on visual observations, the presence or absence of fill material, odors, the specific area being assessed, and/or PID readings, up to one (1) soil sample per boring will be submitted to an Ohio VAP Certified Laboratory (CL) for analysis of one (1) or more of the parameters listed below:

- Volatile Organic Compounds (VOCs) by the United States Environmental Protection Agency (USEPA) Method 8260 (nine [9] samples),
- Polynuclear Aromatic Hydrocarbons (PAHs) by USEPA Method 8270 (nine [9] samples),
- Resource Conservation and Recovery Act (RCRA) 8 Metals by USEPA Method 6010/7470 (nine [9] samples),
- Total Petroleum Hydrocarbon (TPH) C<sub>6</sub>-C<sub>10</sub> by USEPA Method 8015 (four [4] samples – from the UST areas), and
- TPH C<sub>10</sub>-C<sub>34</sub> by USEPA Method 8015 (four [4] samples – from the UST areas).

Samples will be analyzed by the laboratory on normal (seven [7] to 10 business days) turnaround. One (1) field blank and one (1) duplicate will also be prepared.

#### Groundwater Monitoring Well Installation, Sampling, and Analysis

Partners will convert four (4) soil borings to temporary groundwater monitoring wells. The temporary monitoring wells will be drilled and sampled to a depth of approximately 20 feet or five (5) feet into

groundwater to evaluate shallow groundwater. Proposed monitoring well locations are shown on **Figure 2 in Appendix B**.

The temporary groundwater monitoring wells will be two-inch diameter prepacked polyvinyl chloride (PVC) screen and riser pipe. The screen (10 slot) will be up to 10 feet long and positioned to span the groundwater interface. The monitoring wells will be completed flush to the concrete surface. The wells will be developed by pumping or bailing, and then allowed to recover a minimum of 24 hours prior to purging and sampling. Groundwater samples will be collected using low-flow sampling techniques and submitted to a VAP-certified laboratory for analyses of the following parameters, depending upon the productivity of the aquifer.

- VOCs by USEPA Method 8260 (four [4] samples – one [1] from each well),
- PAHs by USEPA Method 8270 (four [4] samples – one [1] from each well), and
- RCRA 8 Metals by USEPA Method 6010/7470 (four [4] samples – one [1] from each well).

Samples will be analyzed by the laboratory on normal (seven [7] to 10 business days) turnaround. One duplicate and one field blank will also be prepared.

#### Soil Gas Vapor Sampling and Analysis

Because the location of specific on-site operations are unknown, and on- and off-site sources include vapor concerns, Partners will complete the installation of three (3) temporary soil vapor sampling points to assess the below-grade conditions in the area of the remaining eastern Property building. The purpose of selecting these locations even though the on-site buildings are anticipated for demolition, is to provide information on potential soil gas conditions under what could be future development at the site. Proposed soil vapor sampling locations are shown on **Figure 2 in Appendix B**. The soil vapor sampling points will be installed with a removable Vapor Point® tip. Teflon tubing will be used to connect the soil gas monitoring points to a laboratory, certified clean, SUMMA® canister. The flow regulator on each SUMMA® canister will be used to collect a sample directly from the sampling point over a one (1) hour period. Sampling details will be recorded on a Soil Gas/Sub-Slab Sampling Form. Upon completion of sampling activities, the temporary soil vapor point will be abandoned with hydrated bentonite and patched with fast setting grout. Additionally, one background ambient air sample will be collected outside of the Property building. Samples will be shipped via overnight carrier under chain-of-custody protocol to a qualified laboratory for VOC analysis by USEPA Method TO-15.

#### Visual Asbestos Debris Inspection

Because it appears that demolition debris and other materials are present on the property and because the site was previously covered in buildings that have been removed by unknown means, Partners will conduct a visual inspection of the ground surface for asbestos containing materials. The visual inspection will be conducted by an Ohio licensed Asbestos Hazard Evaluation Specialist. Our proposal presumes that no indications of asbestos containing materials will be observed and additional costs may be incurred if sampling is deemed necessary.

#### Investigation Derived Waste

All investigation derived waste (IDW) consisting of field screened soil, excess soil cuttings, purge and decontamination water generated during soil and groundwater sampling activities will be containerized in Department of Transportation (DOT)-approved 55-gallon drums. It is anticipated that up to five (5) drums of IDW will be generated during this assessment. Drums will be properly labeled and temporarily staged in an area designated by the Client. The wastes will be characterized for proper disposal based on the data collected during this investigation. Additional characterization, if warranted, is outside the scope of this proposal. Additionally, our proposal is based on all waste being characterized as non-hazardous material and being able to be contained in no more than five (5), 55-gallon drums.

#### Phase II Investigation Report

Partners will prepare a report that describes the methods employed, the findings, and provides an evaluation of the analytical results relative to pertinent comparison standards. Supporting documentation will be provided that includes a map of sample locations, soil boring logs, and analytical reports. One (1)

electronic copy (pdf-file) of the draft report will be submitted to the Client approximately 20 business after receiving final laboratory results. Within 30 days of issuing the draft report or at the request of the Client, Partners will finalize and submit one (1) electronic copy of the final report to the Client.

### ***Exceptions and Limitations***

Our proposal assumes that the Client will be able to provide and/or arrange sufficient access to the Property to allow completion of all proposed field activities.

We assume that access to the building can be safely conducted or we will not enter the building. Partners accepts no responsibility for structural condition or damage to the building during our work.

Partners has not yet been provided access to Ohio EPA or BUSTR files related to the Property. Additional details within EPA records may provide further information related to prior site use, which may cause the number and type of samples collected during this Limited Phase II Investigation to be altered. If this is the case, the Client will be notified and alterations to overall cost and/or project schedule may be necessary.

Our pricing assumes that routine (Level D) health and safety equipment will be sufficient for on-site activities, and additional levels of protection will not be necessary.

Although Partners will make reasonable attempts to restore penetrations on the Property with like materials, some unavoidable damage will result from our investigation, and we cannot be held liable for these conditions.

The Phase II is designed to identify potential COCs located at the Property. The results may show that further assessment/investigation is needed. Partners offers no assurances that all COCs will be identified or quantified or that the investigation will delineate the full extent of contamination.

### **Optional Tasks**

The Client identified an optional task for NEPA Compliance Review for CDBG funding. Additionally, Partners is recommending four (4) other optional tasks, as summarized below.

#### **Task 3: NEPA Review**

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all CDBG funded projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental review (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with NEPA, and other related Federal and state environmental laws.

The project team will perform a preliminary assessment of the project area to determine potential environmental involvements and constraints and identify potential permitting/NEPA requirements and associated costs. Efforts for this task includes a review of previously completed environmental investigations (ESAs) and an on-line desktop review of local, state and federal review agencies' databases to characterize the site by determining if any known environmental constraints or resources are within the proposed project limits. This information will be captured in a summary of findings and used to assist with determining the level of required NEPA document and environmental permitting/investigations should federal funding be obtained and/or federal permitting be required.

The task does not include obtaining permits, wetland delineation, or any specific on-site, detailed investigations. This task is a review-only, which will present recommendations, if warranted. Once the level of NEPA document is determined, and if additional services are needed, a proposal will be provided to complete those tasks.

#### **Task 4: Asbestos Survey**

The Client provided Partners with a prior visual asbestos survey. In order to establish the actual abatement costs for a US EPA grant, the City should complete a full pre-demolition asbestos survey for the remaining Property buildings.

To identify and quantify potential ACM at the Property, Partners will provide an Asbestos Hazard Evaluation Specialist (AHES), who is certified by the State of Ohio to conduct an asbestos survey in accordance with the Ohio EPA regulations under OAC 3745, which references the United States (US) Environmental Protection Agency (EPA) sampling protocol in 40 Code of Federal Regulations (CFR) Part 763.86. To conduct the pre-demolition inspection, the areas must be unoccupied at the time of sampling, and the Client must provide complete, secure, and readily available access. There is an indication by the City that the building may be structurally unsound. Partners has assumed that the building can be safely accessed. If access is not safely possible, additional costs may be incurred to safely access the building and are not included in our proposal.

The inspection will include the following:

- Review available drawings, surveys, Operation and Maintenance (O&M) Plans, and/or demolition plans provided by the Client prior to conducting the inspection.
- Conduct a survey in readily accessible areas of the structure in order to identify and trace suspect ACMs. Significant damage may result from our survey and Partners cannot be held liable for the repair or replacement of such damages; Partners understands the Property is unoccupied and will remain unoccupied until our work is completed. Our proposal assumes that special lifting equipment will not be necessary to reach overhead locations. Additionally, Partners cannot be held liable for the later discovery of ACM in inaccessible locations inside or outside the buildings.
- Roofing materials will be presumed ACM (PACM) as necessary, and roofing samples are not anticipated to be collected due to the condition of the building and for safety concerns.
- Establishment of homogeneous sampling areas for each type of suspect material.
- Collect bulk samples of suspect friable ACM and Category 2 Non-friable ACM and submit the samples to an experienced and qualified independent laboratory for confirmation of asbestos content. The samples will be analyzed by polarized light microscopy (PLM) using Environmental Protection Agency (EPA) Method 600/R-93/116. In accordance with the United States EPA National Emission Standards for Hazardous Air Pollutants (NESHAP), all friable ACM identified by PLM visual estimates as containing less than 10 percent asbestos will be declared positive for asbestos or subsequently analyzed by point count methodology to determine percent asbestos. Based on our experience at similar sites, a total of about 75 samples should be expected.
- Based on aerial photographs, demolition debris from previous Property building demolition may still be present. If Partners observes potential ACM in debris on-site, additional composite samples will be collected. Sample quantities exceeding the anticipated 75 samples will be billed at a rate of \$15 each.
- Positive stop analysis protocol will be employed to potentially reduce the quantity of samples analyzed by the laboratory.
- Point count analysis of friable materials, when required, will be included at no additional cost.

Partners will compile the results of the pre-demolition ACM inspection into a report for the Property. The report will include the general location, type, condition, and estimated quantity of ACM, based on the analytical results and sampling conducted as part of this inspection by Partners. Partners understands that this report may be used as guidance by the Asbestos Abatement Contractor hired by the Client to prepare the structures for demolition, but the report will not be designed to be utilized as Asbestos Abatement Specifications. A comprehensive map showing asbestos locations has not been requested by the Client and is not included.

#### **Task 5: ABCA**

The City has indicated they plan to pursue a US EPA Cleanup Grant. An ABCA is required as part of the grant application. Assuming the investigation activities described above adequately assess the conditions, the following scope of work is provided for the ABCA. It is presumed that the remedial activities covered

by the ABCA will be asbestos abatement-only. If other environmental issues are determined during the Phase II investigation, additional costs may be incurred for the ABCA.

Methods described in the ABCA will generally comply with applicable Federal (EPA Region 5) and State (Ohio Department of Health) regulations and standards; and will be based on the findings contained in the Phase I, Phase II and Asbestos Inspection reports. Our scope of work assumes that the City will utilize the asbestos survey results (see Task 4) to obtain quotes from qualified contractors for the abatement costs. The abatement costs will be used by Partners in the ABCA.

Partners will prepare a *Draft ABCA* suitable for submittal as an attachment to a U.S. EPA Brownfield Cleanup Grant Application for the Property. The US EPA indicates that the purpose of the ABCA is to present a detailed analysis of cleanup alternatives dependent on effectiveness, implementability, cost, and project goals. The ABCA will be prepared using the U.S. EPA recommended format that requires the following information:

1. **Introduction and Background:** This section will include the site location, previous site uses, site assessment findings, and project goals/site reuse plan.
2. **Applicable Regulations and Cleanup Standards:** This section will include the need for supplemental remedial investigations, confirmation testing, site specific cleanup standards, cleanup oversight responsibility, and the laws & regulations applicable to the cleanup.
3. **Evaluation of Cleanup Alternatives:** This section will include cleanup alternatives considered (minimum of two [2]), their effectiveness, implementability, and cost. This section will also include a discussion of the recommended cleanup alternative(s).

#### **Task 6: Client Meetings and Senior Advising**

In addition to the Phase I ESA and Limited Phase II Investigation activities described above, Partners will provide supplementary senior consulting on an as-needed basis. This could include time put toward items such as a Client Team site visit, post-Phase II planning, and future site use discussion. Because the level of effort cannot be foreseen, this task will be invoiced on a time and materials basis in accordance with our then current rate schedule approved by the City.

#### **Task 7: Monitoring Well Decommissioning**

Upon completion of groundwater sampling Partners will mobilize to the Property and abandon each of the temporary groundwater monitoring wells.

#### ***Limitations***

The costs contained herein are based on the following assumptions:

- Incorporation of Client-specific contracting documents is outside the scope of our proposal.
- The building is free of hazardous materials and/or petroleum products (other than asbestos).
- The management of or response to regulatory agencies or on-site meetings with such agencies is outside the scope of this proposal.
- A variance will not be needed, and the abatement can occur under "normal;" conditions.

## 5. COST

Partners is prepared to undertake this project for the fees described below. The fees are presented on a fixed fee (FF), and unit costs basis. Our proposal is valid for 60 days. The following describes our costs for the project.

<b>Task 1: Phase I ESA with File Review</b>	<b>\$3,185 (FF)</b>
<b>Task 2: Limited Phase II Investigation</b>	<b>\$39,900 (FF)</b>
<i>Field Professional Services</i>	\$9,085
<i>Driller</i>	\$11,100
<i>Laboratory Costs</i>	\$5,535
<i>Materials &amp; Equipment</i>	\$3,820
<i>Reporting Professional Services</i>	\$10,360
<b><i>Optional Tasks</i></b>	
<b>Task 3: NEPA Compliance</b>	<b>\$5,110 (FF)</b>
<b>Task 4: Pre-Demolition Asbestos Survey</b>	<b>\$7,545 (FF)</b>
<i>Includes up to 75 samples, additional samples to be billed at \$15/each.</i>	
<b>Task 5: ABCA</b>	<b>\$5,940 (FF)</b>
<b>Task 6: Client Meetings and Senior Advising</b>	<b>To be Determined</b>
<b>Task 7: Monitoring Well Decommissioning</b>	<b>\$5,725 (FF)</b>

### Estimated Hours By Task

#### Task 1

- Administrative 1.5
- Environmental Professional 24
- Project Manager 2
- Senior Management 1

#### Task 2

- Administrative 8
- Environmental Professional 91
- Project Manager 18
- Senior Management 22

#### Task 3

- Administrative 2
- Environmental Professional 18
- Project Manager 6
- Senior Management 2

- Task 4
- Administrative 6
- Environmental Professional 40
- Project Manager 8
- Senior Management 3

**Task 5**

- Administrative 8
- Environmental Professional 24
- Project Manager 6
- Senior Management 4

**Task 6**

*To be Determined*

**Task 7**

- Administrative 2
- Environmental Professional 12
- Project Manager 4
- Senior Management 1

An invoice for the activities will be provided at the time of completion of each Draft Report, or on a progress basis as the project proceeds. Payment terms are net 30 days. After 30 days, a compounded monthly 1.5% interest charge will be assessed on past due balances. Partners reserves the right to recover attorneys and other reasonable fees associated with the collection of past due balances.

## 6. MBE/WBE/VBE

Partners is a certified small business with the City Cleveland (CSB), Cuyahoga County (SBE) and the Northeast Ohio Regional Sewer District (SBE). We have maintained those certifications in good standing for many years representing each of these entities in multiple prime contracts.

We are familiar with managing Disadvantaged Business requirements in governmental contracts. Our EHS contract for the City of Cleveland Department of Public Utilities (DPU) requires us to maintain an extensive list of disadvantaged business enterprises (DBEs) and utilize such entities to meet the City's contracting requirements. We have maintained that contract for three (3) successive terms demonstrating our ability to embrace and deliver on such requirements.

We are also familiar with the US EPAs guidelines for DBE participation. As tasks are assigned, we will assess the project needs and select additional subcontractors as applicable, with the intent of bringing on DBE firms where appropriate.

## 7. STATEMENT OF NON-DISCRIMINATION

Partners will comply with all applicable federal, state and local laws with regard to fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (e.g., age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Project.

## **APPENDIX A**

### **Professional Resumes**



## John T. Garvey, CP, PG, CPG

Vice President, Assessment, Remediation & Revitalization

### FIELDS OF COMPETENCE

- Site Assessment
- Brownfields
- Remediation
- Risk Assessment
- CERCLA
- RCRA
- Underground Storage Tanks
- Expert Testimony

### CREDENTIALS

- BS, Geology, Minor Environmental Geology, Edinboro University of Pennsylvania
- MS. Engineering Geology, Major in Hydrogeology & Soil Mechanics, University of Akron
- Professional Geologist, Commonwealth of Pennsylvania (PG-001383-G)
- Certified Professional Geologist, American Institute of Professional Geologists
- Certified Professional, State of Ohio, Voluntary Action Program (CP#118)

### PROFESSIONAL AFFILIATIONS

- National Water Well Association, AGWSE Division
- ASTM Committee D18-Soil & Rock
- American Institute of Professional Geologist
- American Society of Civil Engineers (Past)

### EXPERIENCE SUMMARY

Mr. Garvey is Vice President, Assessment, Remediation & Revitalization for Partners. For Brownfield related projects he is responsible for senior project oversight, project quality and development of technical staff. He provides expertise in the areas of due diligence, site assessment, contaminant fate and transport, risk assessment and assisting clients in managing the difficulties unique to Brownfield redevelopment projects.

Mr. Garvey started work as an environmental professional in 1987. Since then, Mr. Garvey has performed or supervised hundreds of Phase I ESAs for industrial, commercial, government, legal, and financial institutions. He has acted as project manager or supervisor for numerous UST Closures/assessments, Phase II ESAs, human health risk assessments, contaminant fate & transport and groundwater modeling projects, and water resources projects. Remedial experience includes soil removal, in situ bioremediation, soil vapor extraction, air sparging, pump-and-treat, free product recovery, and monitored natural attenuation. His experience also includes the preparation and implementation of various RCRA closure plans and closure activities. Mr. Garvey was an invited participant in the VAP 5 year rule review/revision process and has been active as a C.P. in the VAP as a member of the workgroup preparing the vapor intrusion guidance for Ohio EPA. Mr. Garvey is currently an invited member of the Ohio EPA VAP Advisory Group. He has provided expert testimony and consulting for litigation relating to chlorinated solvent and petroleum releases, Phase I ESA appropriate inquiry, and groundwater resources cases.

Since 1996, Mr. Garvey has issued 28 NFA Letters. Of those, 22 have received a CNS. Mr. Garvey has issued three (3) NFAs for which CNS were not requested; and one (1) pending. In addition, Mr. Garvey issued USD documents to the Ohio EPA for three (3) properties in Cuyahoga County.

### SELECTED PROJECTS

Cuyahoga County Land Reutilization Corp (CCLRC): On behalf of the CCLRC, Mr. Garvey authored the successful U.S. EPA Community-Wide Brownfield Assessment Grant for \$400,000. Partners has completed over 450 pre-demolition asbestos surveys for properties located throughout Cuyahoga County since 2010. Properties surveyed include one (1) and two (2) family residences, 16 apartment buildings, commercial structures and one (1) public library. Partners has also conducted grant funded VAP and AAI compliant Phase I ESAs, Phase II Property Assessments and a Noise Assessment. In addition, Certified Professional services have included preparing QAPPs, and SAPs required for the U.S. EPA grant.

Schaaf Road Landfill: Mr. Garvey recommended various funding resources for the project. Due to the lack of monitoring over the last 20 years or any remaining viable responsible party, the Cuyahoga County Land Reutilization Corporation (Land Bank) coordinated with the West Creek Land Conservancy to fund a Planning project to evaluate possible reuse of the site using a US EPA Brownfield Assessment Grant. The District provided funding to evaluate potential impacts to its stream restoration project through resources related to their stormwater fee program.



# PARTNERS

## Dan B. Brown, CPG, CP 127 President

### FIELDS OF COMPETENCE

- Brownfields
- Expert Testimony/Litigation
- CERCLA
- RCRA
- USTs
- Contract/Program Mgt.

### CREDENTIALS

- BS, Geology, Fort Lewis College, Durango, Colorado
- Certified Professional Geologist, American Institute of Professional Geologists (#9270)
- Certified Professional, State of Ohio, Voluntary Action Program (CP #127)
- 15 hours completed toward MBA, Concentration in Management, John Carroll University, Cleveland, Ohio

### PROFESSIONAL AFFILIATIONS

- Cuyahoga River Area of Concern Advisory Committee, Voting Member
- Member, National Groundwater Association Advisory Committee
- Member ASTM International Committee D-18 on Rock and Soil
- Advisory Board Member, Cuyahoga Community College, Environmental Health & Safety Technology Program
- Chairman, Cuyahoga County Sewage Treatment Systems Board

### EXPERIENCE SUMMARY

Mr. Brown is the founder and President of Partners. He is responsible for running the business operations and leads the company's business development efforts. Mr. Brown directs regulatory negotiations regarding Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Ohio Voluntary Action Program (VAP), Bureau of Underground Storage Tank Regulations (BUSTR) and other programs. He has often been called upon for expert testimony services and has provided environmental program development services to both regional and national corporations. He is experienced in solid and hazardous management and landfill permitting, investigation and regulations. Mr. Brown has also maintained his credentials as a Certified Professional (CP) since the inception of the VAP, directing work on various Brownfield projects, including the issuance of No Further Action (NFA) Letters and the receipt of Covenants Not-to-Sue (CNS).

Mr. Brown sits on the Board of Directors for the Town of Eagle Chamber of Commerce.

### SELECTED PROJECTS

Dechlorination of Trichloroethene and Groundwater Cleanup: Mr. Brown served as the CP for the cleanup of groundwater impacted by trichloroethene from a former manufacturing facility located in a residential neighborhood. The remedial design called for the installation of a recovery trench encircling the former plant and the injection of soy bean oil to degrade the solvents in the groundwater. Other aspects of the project included the Closure of two (2) RCRA units, the removal of two (2) USTs, abatement of asbestos and building demolition activities. The work was conducted under a grant from the Ohio Department of Development, of which, Mr. Brown was the primary architect of the funding. Mr. Brown prepared a NFA Letter under Ohio's VAP and the site has received a CNS.

Former Circuit Board Manufacturing Site-Virginia: Identified as the "Most Contaminated Site in the State of Virginia", Mr. Brown directed the investigation and eventual cleanup of this site for use as a commercial shopping center. The site was over 100 acres, including on-site buildings totaling over 700,000 square feet of space and was actively the subject of a US EPA Region 3 Corrective Action that was on-going for the remediation of volatile organic compounds in groundwater and soil. Mr. Brown designed a unique regulatory approach that resulted in the demolition of the building, removal of hazardous waste classified soil, the relocation of a groundwater pumping system and the construction of a shopping center containing over 1,000,000 square feet of retail space.

Retail Gasoline Station-Trial Testimony: Mr. Brown provided expert testimony services in order to assign damage claims in a lawsuit involving a service station operator and the Major Oil Company that delivered fuel to the site. As a result of a fuel overfill, product reached a sewer system and caused an eventual explosion and fire in a residential community. Subsequent to the settlement of the private party claims, Mr. Brown provided jury trial testimony related to the costs associated with cleanup of the service station property. Mr. Brown successfully demonstrated that the fuel overfill did not contribute significantly to the prior contamination present at the site and caused by the owner.



**John A. Zampino, CP, CPG**  
Director Assessment,  
Remediation & Revitalization

**FIELDS OF COMPETENCE**

- Site Assessment
- Brownfields
- Remediation
- Risk Assessment
- Underground Storage Tanks
- Brownfield Grant Assistance
- Landfill Post Closure Monitoring

**CREDENTIALS**

- BS, Geology, Kent State University
- MS, Case Western Reserve University
- EJD, Concord School of Law
- Certified Professional Geologist, American Institute of Professional Geologists
- Certified Professional, State of Ohio Voluntary Action Program (CP#280)

**EXPERIENCE SUMMARY**

Mr. Zampino is an Associate Director, Assessment, Remediation & Revitalization for Partners and provides senior project oversight, quality assurance/quality control, project scoping and budgeting as well as project implementation. He provides expertise in the areas of due diligence, site assessment, contaminant fate and transport, and assisting his clients in managing the difficulties unique to brownfield redevelopment projects. Mr. Zampino has prepared and administered numerous assessment and remediation grants.

Mr. Zampino started work as a gold mine exploration geologist in 1990. Subsequently he conducted air emissions testing. Since then, Mr. Zampino has performed or supervised hundreds of Phase I ESAs for industrial, commercial, government, legal, and financial institutions. He has acted as project manager or supervisor for numerous UST Closures/assessments, Phase II ESAs, contaminant fate and transport and groundwater modeling projects, water resources projects, OAC 3745-27-13 "Rule 13" authorizations. Mr. Zampino has also conducted post closure ground water and explosive gas monitoring at solid waste landfills. Remedial experience includes soil removal, in situ bioremediation, soil vapor extraction.

Mr. Zampino was an invited participant in the VAP 5-year rule review/revision processes and has been active as an Ohio VAP CP as a member of several workgroups addressing revisions to Ohio's VAP No Further Action Letter template. He has provided expert testimony and consulting for litigation relating to chlorinated solvent releases and explosive gas migration.

**SELECTED PROJECTS**

Miceli Dairy Products

Mr. Zampino served as the Certified Professional for the Miceli Dairy Products Expansion project. The project included a \$30,000 assessment grant from Cuyahoga County. In addition, Mr. Zampino prepared and was awarded a \$300,000 Clean Ohio Assessment Grant as well as a \$3,000,000 Clean Ohio Remediation Grant. The project was complete on time and under budget. Mr. Zampino issued a No Further Action Letter and subsequently received a Covenant Not to Sue from the Ohio EPA.

Fortuna Expansion

Mr. Zampino served as the Certified Professional for the Fortuna Expansion project. The project included a \$30,000 assessment grant from Cuyahoga County. The project was complete on time and under budget. Mr. Zampino issued a No Further Action Letter and subsequently received a Covenant Not to Sue from the Ohio EPA.



## Halle A. Miller Project Manager

### FIELDS OF COMPETENCE

- Environmental Site Assessments
- VAP Investigations
- Asbestos Survey & Oversight
- BUSTR Investigations

### CREDENTIALS

- BS Engineering Management and Environmental Science, Miami University, Oxford, Ohio
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response
- Ohio Asbestos Hazard Evaluation Specialist (ES36323)
- Ohio Asbestos Hazard Abatement Specialist (AS545737)
- Ohio Department of Health Lead Risk Assessor (LA9525)

### PROFESSIONAL AFFILIATIONS

- Industry-At-Large Member, Board of Trustees, The Ohio Academy of Science
- Miami University College of Engineering and Computing, Women's Advisory Council Mentorship Program

### EXPERIENCE SUMMARY

Ms. Halle Miller has five years of experience in environmental due diligence, including Phase I and Phase II Environmental Site Assessments (ESAs), asbestos surveys, hazardous materials surveys, lead-based paint inspections, and property condition assessments (PCAs). She is knowledgeable in environmental remediation and compliance, as well as grant writing. Ms. Miller is well versed in Ohio Environmental Protection Agency (EPA) Voluntary Action Program (VAP) and Bureau of Underground Storage Tank Regulations (BUSTR) investigations. She works in a project management capacity and has developed and implemented training programs for entry-level employees.

### SELECTED PROJECTS

#### Due Diligence, 22-Site Portfolio – Columbus, Ohio

Ms. Miller managed various due diligence services for a portfolio of 22 retail shopping centers, including Phase I ESAs, ADA surveys, zoning reports, ALTA surveys, and PCAs. Of the 22 sites, 14 were further investigated through Phase II ESA sampling of soil, groundwater, sub-slab soil vapor, and indoor air. Subsequently, three sites required ground penetrating radar (GPR) surveys prior to underground storage tank (UST) removal, one required quarterly groundwater monitoring, and four required further delineation of dry cleaning-related constituents in groundwater and vapor media.

#### Former Bus Garage – Cleveland, Ohio

Ms. Miller completed a VAP Phase I and Phase II Property Assessment in support of issuing a No Further Action Letter. Historical uses of the site included a retail fueling station and a bus garage. Her field responsibilities included conducting soil sampling, installing monitoring wells, groundwater sampling, sub-slab vapor sampling, data analysis, reporting, and well abandonment, in accordance with VAP guidelines. She also coordinated the removal of multiple USTs as well as the soil remediation, waste disposal, and closure reporting.

#### Large-Scale Asbestos Survey – Pepper Pike, Ohio

Ms. Miller was an integral part of a pre-demolition asbestos survey of nine buildings and a tunnel system on a college campus. Project tasks required extensive CAD mapping, sampling, analysis, and reporting. She conducted a hazardous materials and universal waste survey concurrently with the asbestos survey and assisted with providing abatement specifications and quantities for a contractor.

#### Affordable Housing Development – Columbus, Ohio

Ms. Miller provided a Phase I ESA, Phase II ESA, and an Environmental Review (ER) according to the Department of Housing & Urban Development (HUD) standards for a proposed residential redevelopment site funded by the Ohio Housing Finance Agency (OHFA). She oversaw the removal of petroleum-impacted soil from remnant product lines discovered on the site. Additionally, Ms. Miller identified and investigated buried cathodic anodes near the adjacent railroad tracks and managed the consequent disposal of heavy metals contaminated soils. Her tasks also consisted of a pre-demolition asbestos survey and hazardous materials survey prior to building demolition.



**Thomas A. Weir**  
Senior Environmental  
Scientist

**FIELDS OF COMPETENCE**

- Brownfields
- Lead Hazard Inspections
- Phase I and Phase II Investigations
- Underground Storage Tanks

**CREDENTAILS**

- BS Biology, Heidelberg College, Tiffin, Ohio, 1989
- Post Bachelor Course Work Geology/Hydrogeology, Kent State University, Kent, Ohio
- Lead Hazard Inspector/Risk Assessor Initial Training, July-August 2014 (License #LA001132)
- OSHA 40-hour Hazardous Waste Site Operations (HAZWOPER) Training, 1991
- Well Development and Groundwater Sampling, Ohio EPA DERR
- Soil Classification, Description, and Logging for Environmental Investigations, Ohio EPA DERR
- Phase I and Phase II Environmental Site Assessments for Commercial Real Estate, ASTM
- Understanding Wetlands Permitting, ASCE

**EXPERIENCE SUMMARY**

Mr. Weir is a Senior Environmental Scientist with Partners, an Environmental, Engineering & Surveying Firm (Partners) in Solon, Ohio. His work includes conducting Phase II subsurface investigations, Ohio VAP assessments and NFA letter documentation, and BUSTR UST Closures and Tier evaluations. Mr. Weir also conducts Phase I Environmental Site Assessments (ESAs) of residential, commercial, agricultural, and industrial properties as a qualified Environmental Professional.

Mr. Weir also was also involved with project management of UST related projects ranging from closure activities, Tier 1 and 2 evaluations, remedial action plan development, and groundwater monitoring; performed fieldwork ranging from soil and groundwater sampling to waste characterization sampling; managed personnel conducting Phase I ESAs in accordance with the ASTM, AAI, and Ohio VAP; and supervised environmental staff and provided mentoring, training and peer-review of related projects.

**SELECTED PROJECTS**

**U.S. EPA Brownfield Assessment Grant: Historical Gasoline Filing Station:** To take steps to remove a target for local vandals and in support of plans to redevelop a former Burger King restaurant for commercial/retail use, Partners conducted an AAI/ASTM Phase I ESA that was funded by a grant from the CCLRC's U.S. EPA Brownfield Assessment Program. The Phase I ESA revealed that the Property had historically been developed with a gasoline filling station; therefore, CCLRC funded a Limited Phase II Investigation (Phase II) and SAP. Mr. Weir was the primary author of the Limited Phase II report. He also conducted the Phase II activities which included, subsurface soil sampling, groundwater sampling, sub-slab soil vapor sampling, soil gas sampling and laboratory analysis; and oversight for the GPR and electromagnetic survey. Residual petroleum and coke contamination was detected in the soil, groundwater, and sub-slab soil vapor/soil gas beneath the Property; however, concentrations were not expected to impact redevelopment activities and were relied on by CCLRC for preparation of the specification for demolition of the building and soil removal activities.

**VAP Phase I and Phase II Assessment:** Partners prepared a VAP Phase I Property Assessment, a Sampling and Analysis Plan. Mr. Weir conducted the Limited Phase II Investigation of an approximately 122,000-square foot former metal fabricating/manufacturing facility that was funded by the Cuyahoga County Department of Development and the end user. Later, Partners was contracted by Overdrive to conduct VAP completion activities, which included a supplemental VAP Phase II Property Assessment, a PSRA, Remedial Activities, a VAP Phase I Addendum and submittal of an NFA to the Ohio EPA requesting a CNS. Overdrive required that the CNS be requested without the use of a Risk Mitigation Plan or O&M Plan to avoid future environmental obligations. After conducting a UST removal, limited soil removal, the PSRA and with the implementation of institutional controls, Partners was able to obtain a CNS for the Property in order to facilitate Overdrive's expansion activities



## Jeremy R. Kindle, G.I.T. Environmental Professional II/III

### FIELDS OF COMPETENCE

- ASTM Phase I/II ESA's
- USTs
- RCRA
- Remediation
- LBP
- SPCC
- Instrumentation
- Well Construction
- GIS

### CREDENTIALS

- BS, Geology, University of Nebraska – Lincoln, Lincoln, Nebraska
- Fundamentals of Geology License – Geology Intern for the State of Nebraska
- Geographic Information Systems Technician, Southeast Community College, Lincoln, Nebraska
- Nebraska Water Well Monitoring Technician
- Nebraska Lead Based Paint Risk Assessor

### EXPERIENCE SUMMARY

Mr. Kindle is an environmental professional with over 6 years of experience working at an engineering firm on a diverse range of projects. Experience with governmental agencies and private clients Mr. Kindle has gained a unique perspective on project management for environmental work. ASTM Phase I and II Environmental Site Assessments formed the backbone of Mr. Kindle's experience at a wide variety of sites and projects.

Mr. Kindle is experienced with drilling equipment, geophysical instrumentation, well construction, and project management. Mr. Kindle is proficient sampling soil, groundwater, soil vapor, rock coring, and SPCC/SWPP monitoring. He believes strongly in completing projects to the highest standard on time.

### SELECTED PROJECTS

#### Tiny Homes Development Lead Remediation

Located in a Superfund area Mr. Kindle a Phase I ESA on a proposed development for housing for homeless veterans. During the Phase II ESA soil, groundwater and soil vapor were sampled. High levels of lead and arsenic were found in the soil that warranted further delineation. A plan was developed to remediate the site including removal of Characteristic Hazardous Waste encountered during the investigation.

#### Bakers Square TCE and PCE Remediation

Mr. Kindle completed vapor, groundwater, and soil sampling at a shopping center where a former drycleaner was located. TCE and PCE contamination was found throughout the facility including a grocery store and restaurant. A sub-slab depressurization system was installed to remove the contaminants. Subsequent vapor sampling showed TCE and PCE levels were below remedial action levels

#### Signature Flight Support Jet Fuel Remediation

While performing oversight on a jet fuel spill at a tank farm, historic petroleum contamination was observed. An assessment was conducted to determine the nature and extent of the historic release. Free product was discovered. To not disrupt operations of the tank farm an aggressive fluid vapor recovery unit was used to remove petroleum vapors and product from the wells.



## Shannon L. Garvey Environmental Professional III

### FIELDS OF COMPETENCE

- Data Analysis and Interpretation
- Statistical Analysis of Groundwater Data
- Various forms of Groundwater Sampling
- Construction Monitoring
- Due Diligence Reports and Site Evaluations
- Soil gas, sub-slab vapor and indoor air sampling
- Soil/rock sampling/logging
- Monitoring well installation

### CREDENTIALS

- HAZWOPER 40hr Safety Training
- Waste Management Site Safety Training
- Bachelor of Science, Geology, Adrian College, May 2020
- Master of Science, Geological Sciences, Ohio University, December 2021
- National Groundwater Association Member

### EXPERIENCE SUMMARY

Ms. Shannon L. Garvey is a Geologist with a demonstrated history of working in the environmental services industry.

Ms. Garvey spent the early part of her career working in the construction monitoring where she learned the basics of soil classification, foundation and slab construction, and placement of engineered fill while attending graduate school.

She then focused her career on hydrogeology where she gained extensive experience sampling groundwater (bailer, air lift, peristaltic, Grundfos, low-flow, volumetric, minimum purge and dry sampling), performing pumping tests, preparing geologic cross-sections, preparing potentiometric surface maps, statistic groundwater data analysis (DumpStat, Sanitas, Chempoint), performed NPDES sampling and prepared quarterly, semi-annual and annual monitoring reports for landfills throughout Ohio.

Ms. Garvey's current focus is to put her past experience to use in Phase I reporting and site evaluations, Phase II groundwater development and sampling, installation and abandonment of monitoring wells, installation of soil borings, as well as installation and sampling of vapor points Partners' due diligence and brownfield revitalization practice groups.

### SELECTED PROJECTS

#### Project Title

SWACO – Franklin County Landfill, acted as the sample group leader during semiannual sampling events, managing the field group's activities and paperwork, while performing low-flow, minimum purge and volumetric sampling. Ensured timely completion and delivery of samples to laboratory. Performed statistical analysis of background and semiannual samples, looking for statistically significant differences and anomalies from the sampling event. Prepared potentiometric surface maps for each zone of saturation semiannually. Prepared semiannual tables, figures, and reports for the client in a timely manner.

#### Project Title

Bendix – Elyria, prepared Phase II monitoring well installation logs, performed development on specific monitoring wells and noted changes in water quality, performed low-flow sampling on monitoring wells while ensuring proper delivery to the laboratory. Prepared soil boring logs, and sampled soil to be sent to the laboratory in a timely manner. Installation and sampling of Sub-Slab Vapor Pins.



## Brian D. Grossi

Environmental, Health and Safety Professional; Corporate Safety Coordinator

### FIELDS OF COMPETENCE

- Project Management
- Construction Safety Oversight
- Environmental Compliance
- Phase I Environmental Site Assessments
- Environmental Sampling
- Asbestos Surveys
- Personal Protective Equipment Program Management
- Hazard & Risk Assessment
- Emergency Response Operations
- Radiation Safety

### CREDENTIALS

- BS Environmental Science, American Military University, 2019
- 40-Hour Hazardous Waste Operations (HAZWOPER)
- 8-Hour HAZWOPER Refresher
- 30-Hour General Industry, Safety and Health
- 10-Hour Construction Safety
- Certified Asbestos Hazardous Evaluation Specialist
- Certified Asbestos Project Designer
- Hazardous Materials Technician
- 40-Hour Basic Radiological Safety
- 16-Hour General Awareness Hazardous Materials Transportation Training

### EXPERIENCE SUMMARY

Mr. Brian D. Grossi is an Environmental, Health and Safety (EHS) Professional and the Corporate Safety Coordinator in the EHS practice area. He has 14+ years of experience in the Ohio Army National Guard as a Chemical, Biological, Radiological, and Nuclear (CBRN) Specialist for an engineering brigade. Mr. Grossi began his military career performing decontamination operations as part of an emergency response force using the Incident Command System. He is currently assigned to a senior military leadership role, managing an EH&S-related program in the Ohio Army National Guard. He oversees a hazard avoidance, mitigation, decontamination, and protection program for 500+ personnel. He develops sub-organization program specialists, supplies feedback on safety behaviors, performs audits and inspections, uses direct reading instrumentation to provide real-time monitoring data, provides daily and weekly reports to his superiors, drafts SOPs, plans and conducts training events, provides technical expertise, and plays a supporting role in planning operations. In addition to his field of competence, Mr. Grossi brings approximately five years of construction experience to the table including, but not limited to, project design, project management, project safety, and subcontractor coordination.

### SELECTED PROJECTS/EXPERIENCE

Ohio Army National Guard: Mr. Grossi managed construction operations and the CBRN program for a military construction organization of 1,000+ personnel across 10 sub-organizations located in 14 different facilities across 7 different countries on an earlier assignment. This organization oversaw the completed survey, design, horizontal and vertical construction of hundreds of construction projects to include earthen berms, concrete pads, gravel roads, timber structures, modular alloy multi-purpose buildings, concrete masonry buildings, and a variety of interior remodeling projects. As the CBRN program leader, he improved the overall CBRN readiness metrics (equipment, maintenance, and training) from 45% to 100% in approximately 7 months.

R&D Facility. Performed a safety audit of a new and active research & development facility to provide expertise for a growing safety program. Assisted engineer professionals in developing an effective EHS program. Observed EHS challenges, associated regulations, and supplied a way forward.

Automotive Dealership. Produced a Phase I Environmental Site Assessment that allowed the property owner to better manage their land and inventory resources. The findings from the report provided critical information to the client which made this growth achievable because they were adequately informed of any environmental concerns on their property.

Historic Hotel. Completed the Pre-Renovation Asbestos-Containing Materials (ACM) Survey and Hazardous Materials Inspection in a 100+ year old, 400,000+ sq. ft. building that is over 12 stories in height. Findings from the report aided the property owner and construction contractor to manage ACM and hazardous materials safely and effectively as part of their ongoing renovation efforts.

# Christopher B. Owen

Associate



## Professional Background

Chris is a National Environmental Policy Act (NEPA) Project Manager and a federally certified (36 CFR 61) Architectural Historian with national experience on numerous transportation, transit, rail, and compliance projects. He has acted as both project manager/task manager, and principal investigator while performing numerous cultural resource surveys and analyses, and developing NEPA-related documentation.

## Specializations

### NEPA Project Management and Documentation

Chris' NEPA experience includes preparation of Categorical Exclusion (CE), Environmental Assessment (EA), and Environmental Impact Statement (EIS) documentation; Section 4(f) Evaluation analysis; Community Impact and Environmental Justice Analysis; Cultural Resource Investigations; community and economic development planning; corridor and alternative development; livable cities initiatives; bike path and multi-use trail planning; and public involvement activities including Stakeholder, Community Advisory Committee, and Public Hearing Meetings.

### Historic Preservation Planning and Cultural Resources Task Management

Chris' cultural resource experience includes Section 106 compliance procedures and documentation; Memorandums of Agreements; Historic American Buildings Survey (HABS) and Historic American Engineering Record (HAER) documentation; National Register of Historic Places (NRHP) Nominations; State Historic Inventory Surveys; Tax Act Certification for Historic Properties; and working with public/private clients.

## Experience

### NEPA Project Management and Documentation

#### Irishtown Bend Hillside Stabilization Project - Cleveland Ohio (Client: Osborn Engineering and Cleveland Cuyahoga County Port Authority)

Chris serves as the NEPA/Environmental Project Manager managing the various environmental field studies and investigations including the extensive Section 106 coordination for impacts to the National Register listed Irishtown Bend Archaeological District. He was responsible for the preparation of the social-economic impact and indirect and cumulative impacts analyses and prepared the Environmental Assessment NEPA document in accordance with US Maritime Administration requirements. The project included the preparation of an NWP USACE 404 and Ohio EPA Isolated Wetlands Permits. Through a full understanding of the permitting process and proactive approach, Chris led the coordination with USACE to avoid an Individual Section 404 and 408 Permit.

#### GCRTA Section 106 Light Rail Shelter Replacement Project (2020-186) - Shaker Heights (Client: Greater Cleveland Regional Transit Authority)

As MSG's NEPA/Environmental Project Manager, Chris managed the Section 106 process for the replacement of light-rail shelters along the Blue-Line and Green-Line within the City of Shaker Heights. The City of Shaker Heights is a NRHP listed historic district. Chris managed the survey of the 16 shelter locations, the preparation of an effects report, and local and state agency coordination with the FTA.

## Specializations

NEPA Project Management and Documentation

Historic Preservation Planning and Cultural Resources Task Management

## Education

Master's Certificate, Project Management, University of Pittsburgh, 2010

MS, Historic Preservation Planning, Eastern Michigan University, 1994

BA, Economics, Youngstown State University, 1991

## Certifications / Affiliations

Federally Certified Architectural Historian, Historian, Historic Preservation Planner (36 CFR 61)  
ODOT training in Managing Environmental and Transportation Development Process; Purpose and Need; Section 4(f)/6(f) Evaluation; Section 106/National Register Eligibility; Categorical Exclusion; Waterway Permits

FHWA TNM 2.5 Traffic Noise Modeling/ Fundamentals

OSHA 40-Hr Personal Protection and Safety Course; Construction Safety and Health

e-Rail Certified NS & CSX

## Years of Experience

With MSG 2017 - Present

Other Firms 1992 - 2017

# Christopher B. Owen

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Associate

**MIA-041-9.49 (PID 108662) Roadway Improvement Project (Client Strand & Associates and ODOT District 7) -**  
Boston Township, Ohio (Client: Summit County Engineer)

Chris served as the Cultural Resources Project Manager responsible for the client coordination and QA/QC review of the Phase I History/Architecture Survey for this roadway improvement project. The Phase I H/A Survey included preparation of an historic context, NRHP eligibility assessment, and NRHP boundary justification.

**ODOT Trumbull County Facility Project** - Liberty Township, Ohio (Client: Ohio Facilities Construction Commission)  
As the NEPA/Environmental Project Manager, Chris' responsibilities included managing the Waters of the US Investigations and USACE 404 Permitting process. Through a proactive approach with the design team, Chris was able to obtain a Nationwide 404 Permit for the project ahead of schedule, avoiding costly project delays.

**STA-CR228-8.32 (PID 104739) Portage Street Intersection Improvements** – North Canton, Ohio (Client: Stark County Engineer)

As the NEPA/Environmental Project Manager, Chris' responsibilities included managing the various environmental field studies and investigations. Chris was responsible for the preparation of the NEPA CE 2 Document and oversight of the environmental investigations including cultural resources screening, RMR Screening and Ecological Exemption documentation.

**Waterfront Walkway** – Port Clinton, Ohio (Client: City of Port Clinton)

Serving as the NEPA/Environmental Project Manager, Chris was responsible for the environmental studies and investigations, including the NEPA CE document. The project involved the replacement of a bulkhead and construction walkway along the commercially navigable Portage River, a United States Army Corps of Engineers (USACE) jetty, and the Ohio Department of natural Resources (ODNR) owned recreational land. Chris was responsible for managing the Individual Waterway Permits, completing the USACE 408 Permits and assisting with the ODNR Coastal Zone Consistency and ODNR Directors Authorization Coordination.

**SR172 Tuscarawas Street West Safety Improvements** – (Client: City of Canton, Ohio)

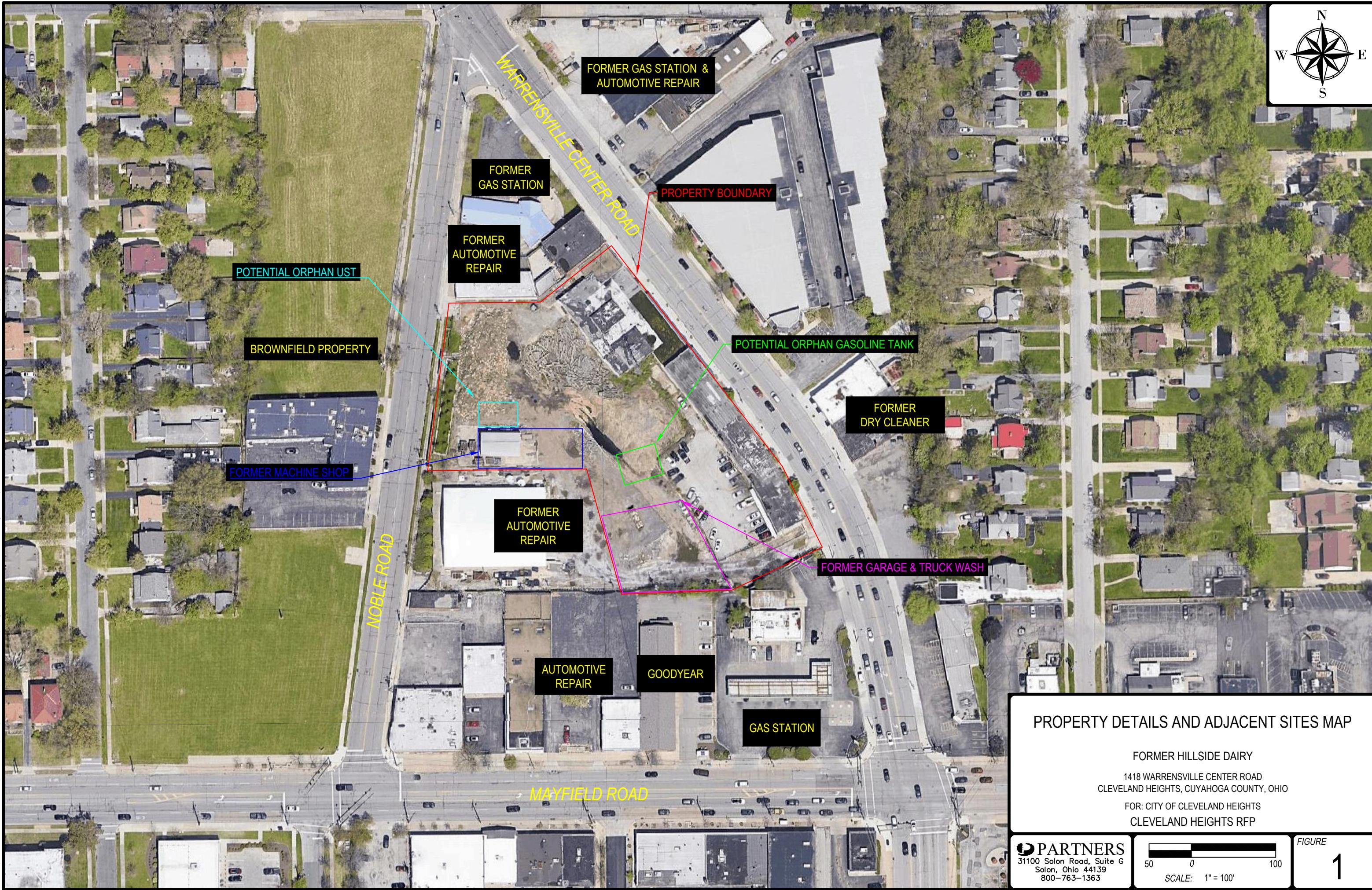
As the NEPA/Environmental Project Manager, Chris' responsibilities included managing the various environmental field studies and investigations. Chris was responsible for the preparation of the Environmental Section of the Feasibility Studies and oversight of the cultural resources screening and Phase I History/Architecture Survey Report.

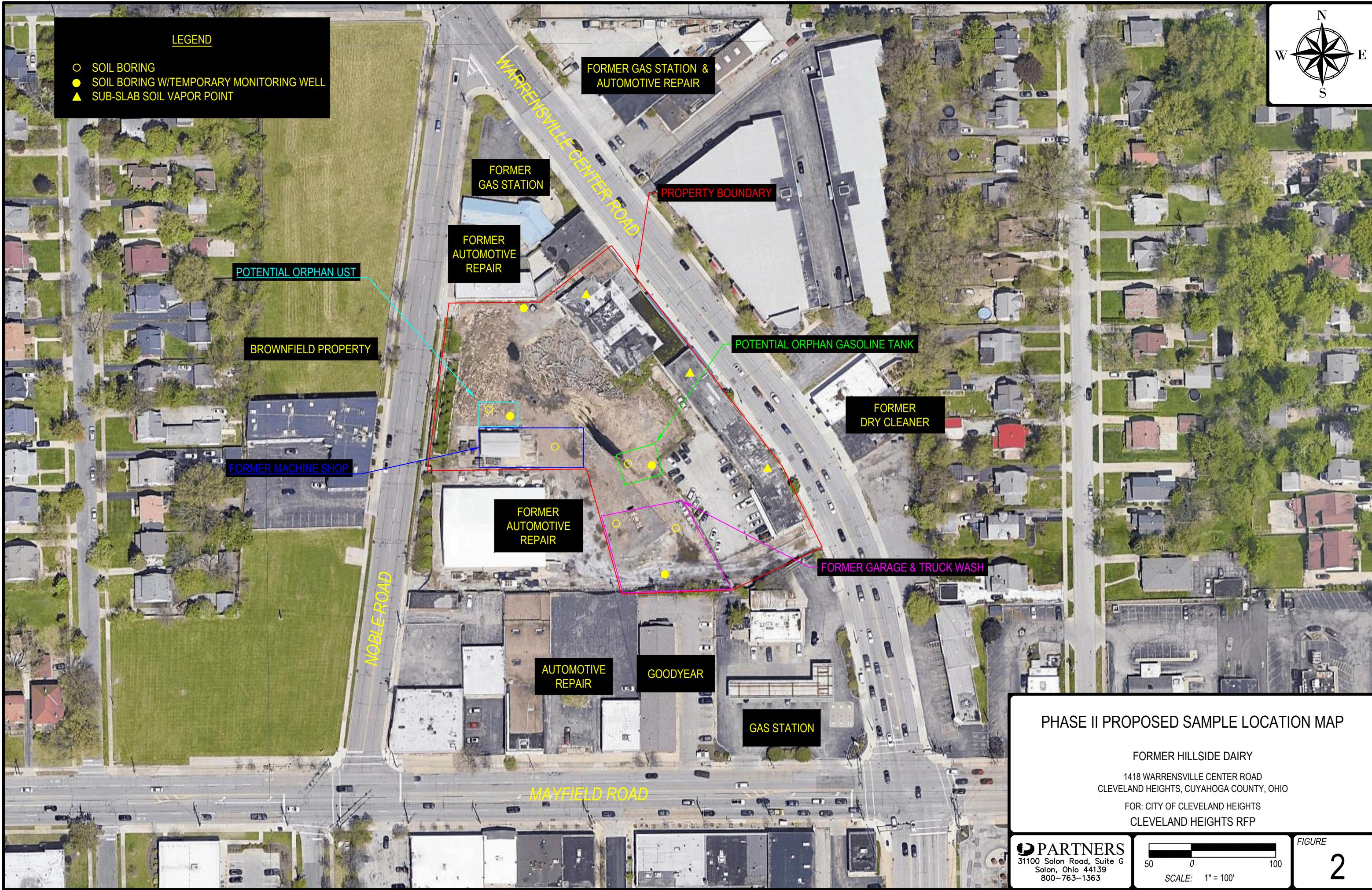
**Cuyahoga River Towpath Trail Extension Stage 4** - Cleveland, Ohio (Client: Cuyahoga County)

Chris served as the NEPA Environmental Project Manager, Environmental Scientist, Cultural Resources Task Manager, and Architectural Historian/Principal Investigator for the project. Chris managed the various environmental field studies and investigations updates; assisted with the preparation of waterway permits; and assisted with and participated in the public involvement process including the project team meetings. As an Environmental Scientist, Chris assisted with Phase I and Phase II ESAs, the installation of monitoring wells and field sampling activities as part of a Phase II Hazardous Waste Investigations for the Towpath Trail Project Stage 4 (AOC Section). His previous employer, provided Phase I and Phase II ESAs; a remediation work plan; asbestos and hazardous materials investigation; preliminary, intermediate, and final design; and construction/implementation oversight for a portion of the Cuyahoga River Towpath, which is located within the Cuyahoga River AOC Restoration area. The Cuyahoga AOC Restoration provided 3,000 linear feet of new fish habitat within Cleveland's Cuyahoga River Ship Channel to promote the delisting of two Beneficial Use Impairments regarding fish habitat and public access. It also transformed two adjoining properties that had historically served local industry as a rail yard and coal storage area into a restored native habitat. Following completion, the Towpath Trail was constructed through the site, adding visitor amenities and educational exhibits. Habitat restoration activities included developing alignments and evaluating drainage impacts, Best Management Practices (BMP), and design criteria.

## **APPENDIX B**

### **Figures**





Proposed: 2/13/23

RESOLUTION NO. 022-2023(PSH), *First Reading*

By Mayor Seren

A Resolution authorizing an agreement with John Megel Ford for the purchase of four 2022 used hybrid police utility vehicles; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, it is necessary to purchase four hybrid police utility vehicles for the Police Department; and

WHEREAS, the selected vehicles are available through John Megel Ford of Cleveland, GA for a cost below the price available through the Ohio Department of Administrative Services Cooperative Purchasing Program price; and

WHEREAS, Section 171.02(bb) of the Cleveland Heights Codified Ordinances authorizes the purchase or lease of goods and services without obtaining competitive bids where the price for such goods or services is less than the price that would be obtained through the Ohio Department of Administrative Services Cooperative Purchasing Program.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of four low-mileage 2022 Ford Interceptor Utility AWD Hybrid Vehicles for the Police Department, in accordance with the requirements set forth in Section 171.02(bb) of the Cleveland Heights Codified Ordinances. The purchase price for the selected vehicles and equipment shall not exceed the total sum of Two Hundred Nine Thousand Dollars (\$209,000.00)

SECTION 2. All agreements and related documents hereunder shall be approved as to form by the Director of Law.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

**RESOLUTION NO. 022-2023(PSH)**

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to keep the streets of the City safe for vehicular travel. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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MELODY JOY HART  
President of the Council

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ADDIE BALESTER  
Clerk of Council

PASSED:

Presented to Mayor: \_\_\_\_\_ Approved: \_\_\_\_\_

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KAHLIL SEREN  
Mayor

Proposed: 2/6/2023

ORDINANCE NO. 019-2023(PD), *Second Reading*  
By Mayor Seren

An Ordinance authorizing a First Amendment to the development agreement with F&C Development, Inc. concerning the Cedar-Lee-Meadowbrook project, and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, by Ordinance 154-2021, adopted December 6, 2021, this Council authorized a Development Agreement with F&C Development, Inc.; and

WHEREAS, the Development Agreement provides for the possibility that certain Added Property might be acquired for the Development and, if so, for certain City costs associated with the acquisition of such Added Property to be reimbursed by the Developer and included as part of the cost of the Development pursuant to the terms of an Added Property Plan (the “Added Property Plan”) to be included as part of the Development Agreement; and

WHEREAS, Added Property was acquired and on November 21, 2022 this Council adopted Ordinance 148-2022, authorizing a first amendment to the Development Agreement to incorporate an Added Property Plan calling for a payment of \$725,000 to the City by the Developer at closing; and

WHEREAS, since November 21, 2022, the Developer and the City have discussed changes in the timing of the reimbursement payments to the City and as a result have not executed the first amendment to the Development Agreement that was authorized by Ordinance 148-2022; rather, the parties have agreed upon a revised schedule of payments which is reflected in the Added Property Plan included in the First Amendment to Development Agreement attached hereto as Exhibit A.

BE IT ORDAINED by the Council of the City of Cleveland Heights, that:

SECTION 1. The First Amendment to the Development Agreement, making the Added Property Plan an exhibit to the Development Agreement (the “First Amendment”), substantially in the form attached to this Ordinance as Exhibit A, and making related changes to the Development Agreement, is hereby approved and authorized and the Mayor, for and in the name of the City, is hereby authorized to execute the First Amendment with the final language of the amendment subject to the approval of the Director of Law.

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

SECTION 3. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the Cedar-Lee-

ORDINANCE NO. 019-2023(PD)

Meadowbrook project to move forward and for construction to commence at the earliest possible date. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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MELODY JOY HART  
President of Council

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ADDIE BALESTER  
Clerk of Council

PASSED:

Presented to Mayor: \_\_\_\_\_ Approved by Mayor: \_\_\_\_\_

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KAHLIL SEREN  
Mayor

**EXHIBIT A**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered into as of the \_\_\_\_ day of February, 2023 (“Effective Date”), by and among the **CITY OF CLEVELAND HEIGHTS, OHIO** (the “City”), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Ohio, and **F & C DEVELOPMENT, INC.** (the “Developer”), an Indiana corporation, joined by David M. Flaherty, an Indiana resident (“Flaherty”) for the sole and exclusive purpose of joining in the obligations of the Developer hereunder with respect to the payment of the City Added Property Cost Payments under and as defined in the “Added Property Plan” attached as “Exhibit A” hereto and incorporated herein by this reference.

**R E C I T A L S:**

WHEREAS, the City and the Developer entered into that certain Development Agreement dated December 9, 2021 (the “Development Agreement”); and

WHEREAS, since the date of the Development Agreement, the City has acquired additional parcels adjacent to the original Project Site (as defined in the Development Agreement) that are to be included in the Project Site as Added Property (as defined in the Development Agreement) pursuant to an Added Property plan; and

WHEREAS, the City and the Developer desire to amend the Development Agreement to include the Added Property Plan and modify certain provisions of the Development Agreement that relate to the Added Property Plan, all as set forth herein;

NOW, THEREFORE, for good and valuable consideration, including, without limitation, the mutual covenants set forth herein and in the Development Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer, joined by Flaherty for the purpose and to the extent stated herein, agree as follows:

1. Capitalized terms used herein and not defined herein have the meaning ascribed to them in the Development Agreement.

2. The Added Property Plan attached hereto as Exhibit A shall be included as part of the Development Agreement and attached thereto as Exhibit L, and its terms shall be considered a part of the Development Agreement on the same terms as if such Added Property Plan had been set forth in its entirety in the Development Agreement on the date it was originally executed.

3. Section 2(D) of the Development Agreement is hereby deleted and the following inserted in its place:

(D) ***Added Property.*** The City and Developer have coordinated on efforts to include the Added Property into the Project Site consistent with the Added Property Plan attached hereto as Exhibit L (the “Added Property Plan”) which

is incorporated herein. Developer and Flaherty (as defined in the Added Property Plan), hereby agree, as a joint and several obligation of each, to reimburse the City for a portion of the City's costs associated with the Added Property in accordance with the terms of the Added Property Plan.

4. Flaherty shall join in the execution and delivery of this First Amendment for the sole and exclusive purpose of joining in the obligations of the Developer hereunder to pay in full, at or prior to the due dates thereof, each and all of the City Added Property Cost Payments. By its execution and delivery of the Joinder included below, Flaherty unconditionally acknowledges and agrees that: (i) by virtue of his other obligations with respect to the Development, including the obligation to execute and deliver a completion guaranty with respect thereto, he will receive full and sufficient consideration for the obligations joined herein, (ii) he is joining in the obligations of the Developer with respect to the payment of the City Added Property Cost Payments as a principal and not as guarantor, and all such obligations are a joint and several obligation of Flaherty and the Developer, and (iii) the City may proceed first and directly against him with respect to his obligations with respect to the City Added Property Cost Payments, without regard to the obligations of the Developer or any other person or entity with respect thereto. Nothing herein is intended to or shall make Flaherty a party to any obligation under the Development Agreement except the obligation to pay, when due, each and all of the City Added Property Cost Payments.

5. Section 18(A) of the Development Agreement is hereby deleted and the following inserted in its place:

(A) **Assignment.** Developer shall not assign its rights or interests under this Agreement without the prior written consent of the Mayor, which shall not be unreasonably withheld, delayed or conditioned; except that Developer's assignment to an affiliate of Developer (with prior written notice to the City of any such assignment to an affiliate that is not acknowledged by the City in the Ground Lease), and Developer's collateral assignment of its rights under this Agreement to its lenders for the Project, and full and unfettered assignability by such lender, without the consent of the City, upon an exercise by such lender of its rights under its loan documents, shall be permitted; provided however that (i) no such assignments by Developer to an affiliate or lender shall relieve Developer of its obligations or liability to the City under this Agreement, (ii) no such assignments by Developer to an affiliate or lender shall relieve Developer or Flaherty of their joint and several obligations to the City under the Added Property Plan, and (iii) no such affiliate or lender to which such assignments are made shall be required to assume the joint and several obligations of Developer or Flaherty under the Added Property Plan.

6. Section 18(Q) of the Development Agreement is amended to include a reference to "Exhibit L – Added Property Plan".

7. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of any entity, or copies or facsimiles thereof, may be appended to any counterparts of this First Amendment, and, when so appended, shall constitute an original.

IN WITNESS WHEREOF, the City and Developer have each caused this First Amendment to be executed as of the Effective Date at the beginning of this First Amendment.

**CITY OF CLEVELAND HEIGHTS**

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

The legal form and correctness of this instrument is approved:

\_\_\_\_\_  
Director of Law

**F & C DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**JOINDER**

**The foregoing First Amendment to Development Agreement, and the Development Agreement referred to therein, is hereby joined, as of the Effective Date of that First Amendment, by David M. Flaherty, an Indiana resident, for the purpose and to the extent stated therein.**

\_\_\_\_\_  
**David M. Flaherty**

EXHIBIT A  
ADDED PROPERTY PLAN

THIS ADDED PROPERTY PLAN (this “**Plan**”) has been agreed by the City of Cleveland Heights, Ohio (the “City”), F&C Development, Inc. (the “Developer”) and David M. Flaherty, an Indiana resident (“Flaherty”, and, together with the Developer, the “Obligors”) as of February \_\_, 2023. The City and the Obligors are collectively referred to herein as the “Parties”.

RECITALS

A. The City and the Developer entered into a Development Agreement dated December 9, 2021 (as supplemented and amended, the “**Development Agreement**”) pursuant to which the Developer or a designated affiliate expects to build a mixed-used development (the **Project Improvements**) on certain parcels of land commonly known as the Cedar-Lee-Meadowbrook parcels in the City (the “**Project Site**”).

B. The Development Agreement provides that the City and Developer will coordinate on efforts to include any Added Property into the Project Site, in a manner consistent with an Added Property plan. Developer and City also agreed in the Development Agreement to include up to \$725,000.00 of the City’s costs associated with acquisition of any Added Property (the “**City Added Property Cost Payments**”) as part of the Project Costs to be financed within, and paid at the closing of, the TIF Financing described in Section 8 of the Development Agreement.

C. The Parties further agreed in the Development Agreement that the Added Property plan would be included in the Development Agreement when appropriate.

D. The City has, since the execution of the Development Agreement, acquired two Added Properties located on Cedar Road at the north end of the Project Site (and now consolidated with other Project Site properties), at a cost in excess of \$725,000.00.

E. At the request of the Developer (and with consideration given to the increased costs of the Project Improvements since the date of the Development Agreement), the City has agreed to defer a portion of the City Added Property Cost Payments as described herein and, in consideration of that deferral: (i) the Developer has agreed to increase the amount of the City Added Property Cost Payments to \$816,000.00 (payable as described herein), and (ii) Flaherty has agreed to join in this Plan, and in an amendment to the Development Agreement, for the sole and exclusive purpose of joining with the Developer, as a joint and several obligation of each, in the obligation to pay the City Added Property Cost Payments, in full, when due.

In consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees that the Added Property plan to be included as part of the Development Agreement is as provided herein.

## **ARTICLE I – ACKNOWLEDGEMENT OF ACQUISITION OF PROPERTIES**

Section 1. 13239-13232 Cedar Road, Permanent Parcel 687-06-011. The Parties acknowledge that the City acquired this property on or about March 17, 2022 at a cost of Two Hundred and Eighty Thousand and 00/100 Dollars (\$280,000.00) plus closing costs.

Section 2. 13234-13238 Cedar Road, Permanent Parcel 687-06-012. The Parties acknowledge that the City acquired this property on or about October 5, 2022 at a cost of Seven Hundred Sixty-Five Thousand and 00/100 Dollars (\$765,000.00) plus closing costs.

## **ARTICLE II – INCORPORATION INTO PROJECT SITE**

Section 1. Incorporation of Added Properties into Project Site. Developer has included the Added Properties into the plans for development of the Project Site, which were submitted to and approved by the City’s Board of Zoning Appeals, Planning Commission, and Architectural Board of Review.

Section 2. Lot Consolidation. The Project Site (inclusive of the Added Properties) is depicted and described on that certain Lot Consolidation Plat recorded in the Official Records of Cuyahoga County, Ohio, on December 16, 2022 [(Plat #202212160105)].

## **ARTICLE III – PAYMENT OF CITY’S REIMBURSABLE ADDED PROPERTY COST**

Section 1. Acquisition Cost. Obligors acknowledge that the City’s costs to acquire the parcels specified in Article I (collectively, the “Added Properties”) were in excess of \$725,000.00 and that Obligors have been presented with evidence of such acquisition costs that is sufficient for their purposes.

Section 2. Payments to City. Obligors, as a joint and several obligation of each, shall pay to the City the City Added Property Cost Payments in three installments in accordance with the following schedule:

(a) At the Closing (as defined in Section 4 of the Development Agreement), Obligors shall remit or cause to be remitted to the City the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) by wire transfer in accordance with the instructions included in the closing memorandum or flow of funds prepared for such Closing, and such initial City Added Property Cost Payment may be paid from the proceeds of the TIF Financing, subject to approval by the City’s bond counsel;

(b) On or before January 2, 2026, Obligors shall remit or cause to be remitted to the City the sum of Three Hundred Thirty-Three Thousand and 00/100 Dollars (\$333,000.00) by wire transfer in accordance with instructions provided by the City; and

(c) On or before January 4, 2027, Obligors shall remit or cause to be remitted to the City the sum of Three Hundred Thirty-Three Thousand and 00/100 Dollars (\$333,000.00) by wire transfer in accordance with instructions provided by the City.

Section 3. Prepayment; Acceleration; Default Interest. Obligors may prepay any of the amounts specified in Section 2 on any date prior to the due date specified without any premium or penalty. If Obligors fail to remit or cause to be remitted the amounts specified in Section 2, in addition to any other remedies available to the City under the Development Agreement, the City may, subject to the notice and grace period provided for in Section 13(A)(iii) of the Development Agreement, declare all unpaid amounts described in Section 2 to be immediately due and payable, and all overdue amounts shall bear interest from the date such amounts are due and payable, whether by declaration or otherwise, until the date such amounts are paid in full at a default rate of interest equal to ten percent (10%) per annum.

Section 4. Joint and Several Obligation; No Assignment. The obligation to make the payments described in Section 2 and Section 3 above shall be a joint and several obligation of the Obligors, and such obligation shall survive any termination of the Development Agreement. Notwithstanding any assignment of Developer's rights under the Development Agreement to an affiliate of Developer or to Developer's lenders pursuant to Section 18(A) of the Development Agreement or otherwise, the obligation to make the payments described in Section 2 and Section 3 above is a personal obligation of the Obligors, shall not be assigned and shall remain a joint and several obligation of each of the Obligors.

IN WITNESS WHEREOF, the City, the Developer and Flaherty have approved this Plan on the day and year first above written.

F&C Development, Inc.

City of Cleveland Heights, Ohio

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

Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

David M. Flaherty, an Indiana resident

*Reference: Resolution \_\_\_\_\_, adopted \_\_\_\_\_*