

PLEASE NOTE, DUE TO THE CURRENT COVID-19 OUTBREAK, THE  
COUNCIL MEETING WILL BE HELD AS FOLLOWS:

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/89315474985>

Meeting ID: 893 1547 4985

DIAL TO ATTEND

+1 301 715 8592

+1 312 626 6799

Meeting ID: 893 1547 4985

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COUNCIL OF THE CITY OF GARFIELD HEIGHTS

COUNCIL CAUCUS @ 6:30 P.M.

REGULAR MEETING @ 7:00 P.M.

MONDAY, FEBRUARY 22, 2021

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. READING & DISPOSAL OF MINUTES
4. WRITTEN COMMUNICATIONS TO COUNCIL
5. COMMITTEE REPORTS
6. REPORTS OF MAYOR AND DIRECTORS
7. COMMUNICATIONS FROM CITIZENS ON AGENDA
8. ORDINANCES AND RESOLUTIONS
9. COMMENTS BY CITIZENS
10. MISCELLANEOUS BUSINESS
11. ADJOURNMENT

**ORDINANCE NO. 17-2021**

AN ORDINANCE FIXING THE SALARY OF THE MAYOR OF THE CITY OF GARFIELD HEIGHTS, OHIO.

**ORDINANCE NO. 18-2021**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE ONE (1) 2021 CHEVROLET SILVERADO 2500 4X4 FROM TIM LALLY CHEVROLET, INC.

**ORDINANCE NO. 19-2021**

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A NEW AGREEMENT ON BEHALF OF THE CITY OF GARFIELD HEIGHTS WITH MERITECH, INC. FOR THE PURCHASE AND MAINTENANCE OF OFFICE EQUIPMENT.

**ORDINANCE NO. 20-2021**

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO MAKE APPLICATION AND ENTER INTO AN AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FY 2020 ASSISTANCE TO FIREFIGHTERS GRANT – FIRE PREVENTION AND SAFETY GRANT

**RESOLUTION NO. 09-2021**

AN EMERGENCY RESOLUTION HONORING THE 100<sup>TH</sup> ANNIVERSARY OF THE CLEVELAND CLINIC FOUNDATION

**RESOLUTION NO. 10-2021**

AN EMERGENCY RESOLUTION URGING GOVERNOR DEWINE AND THE OHIO DEPARTMENT OF PUBLIC HEALTH TO INCLUDE LAW ENFORCEMENT OFFICERS IN TIER 1B REGARDING THE DISTRIBUTION OF COVID-19 VACCINE AND TO INCREASE THE AMOUNT OF VACCINES SENT TO CUYAHOGA COUNTY TO ACCOMPLISH THIS REQUEST

GARFIELD HEIGHTS CITY COUNCIL  
PRESIDENT OF COUNCIL: MICHAEL NENADOVICH  
WARD 1: COUNCILMAN MICHAEL DUDLEY, SR.  
WARD 2: COUNCILMAN CHARLES DONAHUE  
WARD 3: COUNCILMAN MICHAEL NENADOVICH  
WARD 4: COUNCILWOMAN SHAYLA L. DAVIS  
WARD 5: COUNCILMAN JASON BLAKE  
WARD 6: VACANT  
WARD 7: COUNCILMAN THOMAS VAUGHN  
CLERK OF COUNCIL: BARBARA MOLIN

NEXT REGULAR COUNCIL MEETING MONDAY, MARCH 8, 2021

ORDINANCE NO.: 17-2021

SPONSORED BY: COUNCILMAN TOM VAUGHN  
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE FIXING THE SALARY OF THE MAYOR OF THE CITY OF GARFIELD HEIGHTS, OHIO.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. Effective December 1, 2021, the annual salary of the successful candidate for the office of Mayor in the November 2021 election shall be Eight-Five Thousand Dollars (\$85,000.00) per annum, starting December 1, 2021 and ending November 30, 2025 for the purpose of Section 20 of the Charter of the City of Garfield Heights, Ohio.

SECTION 2. The Mayor will be entitled to health care and all fringe benefits as provided by the Personnel Policies and Procedures Ordinance of the City.

SECTION 3. Ordinance 19-2009 of the City of Garfield Heights, Ohio, as it presently reads be and the same hereby repealed.

SECTION 4. This Ordinance shall take effect and be in full force on December 1, 2021.

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

APPROVED: \_\_\_\_\_  
MAYOR PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
CLERK OF COUNCIL

ORDINANCE NO.: 18-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE ONE (1) 2021 CHEVROLET SILVERADO 2500 4X4 FROM TIM LALLY CHEVROLET, INC.

*WHEREAS*, The Garfield Heights Fire Department would like to purchase one (1) 2021 Chevrolet Silverado 2500 4x4 Vehicle-Full Size with a plow from Tim Lally Chevrolet, Inc., and

*WHEREAS*, it is the City's intention to replace a 2005 Ford F-350 that is currently used by the Fire Department as a utility vehicle.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to purchase one (1) 2021 Chevrolet Silverado 2500 4x4 Vehicle with through Tim Lally Chevrolet, Inc. (invoice attached hereto as Exhibit A and incorporated as if fully written within) not to exceed forty-thousand, one hundred and fifty-five dollars (\$40,155.00).

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

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

APPROVED: \_\_\_\_\_

MAYOR

\_\_\_\_\_

PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

EFFECTIVE DATE: \_\_\_\_\_



ORDINANCE NO.: 19-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A NEW AGREEMENT ON BEHALF OF THE CITY OF GARFIELD HEIGHTS WITH MERITECH, INC. FOR THE PURCHASE AND MAINTENANCE OF OFFICE EQUIPMENT.

*WHEREAS*, In Ordinances 72-2014 and 06-2020, the City of Garfield Heights contracted with Meritech, Inc. for the leasing of office equipment including, but not limited to, multi-function copiers, B&W laser printers and color printers, and

*WHEREAS*, the new agreement includes the lease and maintenance of the new equipment to be used throughout various departments within the City, and

*WHEREAS*, under the previous agreements, the City leased equipment and received maintenance on said equipment at a cost of \$1,911.00 per month for a term of sixty (60) months, and

*WHEREAS*, under the proposed agreement, the City will receive brand new equipment and receive maintenance at a cost of \$1,895.00 per month for a term of sixty (60) months.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into a lease agreement on behalf of the City of Garfield Heights with Meritech, Inc. (attached hereto as Exhibit A and incorporated as if fully written within) under GS-03F-045DA for equipment and maintenance at a rate of \$1,895.00 per month for a term of sixty (60) months beginning March 1, 2021.

SECTION 2. Those provisions contained in all previous Meritech, Inc. agreements and the ordinances associated with said agreements which are inconsistent with the provisions in this Ordinance and the agreement identified herein as Exhibit A are hereby repealed from and after the effective date of this Ordinance.

SECTION 3. The Finance Director is hereby authorized and directed to issue her vouchers for the City, to be charged to the appropriate fund for the purposes set forth in Section 1 hereof.

SECTION 4. Council declares this Ordinance to be an emergency necessary for the preservation of the welfare of the citizens of the City of Garfield Heights; this Ordinance shall take effect immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

EFFECTIVE DATE: \_\_\_\_\_



# MERITECH

TECHNOLOGY TO EMPOWER YOUR BUSINESS

Cleveland Headquarters: 4577 Hinckley Industrial Parkway, Cleveland, OH 44109  
 Valley View Branch: 8111 Rockside Road, Valley View, OH 44125  
 Akron Branch: 440 Grant Street, Akron, OH 44311  
 216-459-8333 | Fax: 216-459-0910 | www.meritechinc.com

## CUSTOMER ORDER FORM

|                 |  |               |                                    |
|-----------------|--|---------------|------------------------------------|
| Ship to:        | <u>City of Garfield Hts.</u>             | Bill to:      | <u>City of Garfield Hts.</u>       |
| Address:        | <u>- see lease for various addresses</u> | Address:      | <u>5407 Turney Road</u>            |
| City:           | <u>Garfield Hts.</u>                     | City:         | <u>Garfield Hts.</u>               |
| State:          | <u>Ohio</u> Zip: <u>44125</u>            | State:        | <u>Ohio</u> Zip: <u>44125</u>      |
| Phone:          | <u>216-475-1100</u>                      | Phone:        | <u>216-475-1100</u>                |
| Fax:            |  | Fax:          |                                    |
| Key Op Contact: | <u>Bruce Hobson</u>                      | Email:        | <u>bhobson@garfieldheights.org</u> |
|                 |  | Fed Tax ID #: |                                    |

| Qty | Equipment   | Price         | Total |
|-----|---|---------------|-------|
| 1   | Kyocera TA3553ci, DP7110, DF7120, AK7110, PH7A, PF7110, Fax 12          |               |       |
| 1   | Kyocera TA5003i, DP7110, DF7120, AK7110, PH7A, PF7110, Fax 12           |               |       |
| 9   | Kyocera TA4003i, DP7110, DF7120, AK7110, PH7A, PF7110, Fax 12           |               |       |
| 4   | Kyocera M3645idn  |               |       |
| 18  | Kyocera P3145dn (Printer)   |               |       |
| 7   | Kyocera P5026cdw (Printer)  |               |       |
| 1   | Kyocera M6635cidn   |               |       |
| 11  | DMConnect on TA 3553ci, TA5003i, TA4003i models only                    |               |       |
|     | One Year annual service including parts and labor (No Supplies) for H/P |               | \$700 |
|     | T830 WF MFP serial SG03H89003   |               |       |
|     |   | <b>TOTAL:</b> |       |

| Lease Term | Payment<br>excludes sales tax | Additional Information                               | Equipment Pick Up   |
|------------|-------------------------------|--|---|
| 36 months  |                               | Price includes Install, delivery, unlimited training | pick up all units from lease                                    |
| 39 months  |                               | Meritech to remove existing equipment on             |   |
| 48 months  |                               | Lease # CN1730.01                                    | Model / ID #<br>CN1730.01                                       |
| 60 months  | \$1,895.00                    | 30,000 b/w impressions included monthly to           | Leasing Co.   |
| 63 months  |                               | include TA 4003i, 5003i and 3553ci                   | Buyout Yes <input type="checkbox"/> No <input type="checkbox"/> |

| Image Management Agreement      |                        |                         |                 |                 |                |
|---------------------------------|------------------------|-------------------------|-----------------|-----------------|----------------|
| Base:                           | B&W Allowance:         | Color Allowance:        | Term: Monthly   | Overage B&W:    | Overage Color: |
| Payment includes 30,000 on TA's | B&W Images per month   | Overages billed Monthly | at \$ .0049     | per B&W Image   |                |
| Payment includes 0              | Color Images per month | Overages billed Monthly | at \$ see below | per Color Image |                |

| Qty. | Supplies                         | Price  | Total |
|------|----------------------------------|--|-------|
|      | Toner / image Unit               | Color Tier Program on MFP's - .03 0%-6%, .04 6.1% -18% |       |
|      | Staples                          | .05 18.1%+.  |       |
|      | Printers @ .0095 B&W & .07 Color |  |       |

| **Remote Meter Reading: (Please Initial)    | Acceptance | Decline  |
|---|------------|--|
| Sales Rep: <u>Kelly Clause</u>              |            | Subtotal   |
| Install Date: <u>By the end of February</u> |            | Technical Installation/Training <b>\$495.00</b>                    |
| Authorized By: _____                        |            | Network Connectivity Fee <b>\$295.00</b><br>(Up to 3 workstations) |
| Signature: _____                            |            | Over 3 Workstations Networked<br>x \$25.00 each                    |
| Title: _____                                |            | Total Amount of Order  |
| Email: _____                                |            | Sales Tax  |
| Date: _____ P.O. # _____                    |            | Less Deposit   |
|   |            | <b>BALANCE</b>   |

Purchaser agrees to purchase/lease items described above in accordance with the terms hereof. Purchaser shall execute any documents and take any action necessary to complete any lease transaction described above and acknowledge that the lessor of the equipment may be a third party leasing company. Purchaser understands that Meritech is not bound by any written or oral representations made by its salesperson, which do not reflect on the face of the order. This order is firm and binding and may not be revoked by the purchaser. This order is not binding on Meritech until accepted and signed by an authorized Meritech officer.

Meritech Auth. Signature: \_\_\_\_\_

By authorizing this agreement, customer agrees to all Terms and Conditions of the Image Management Agreement so listed on the reverse side of this order.

THIS IS A NON-CANCELLABLE CONTRACT; Prices and policies are subject to change without notice.

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



# Image Management Agreement

The Meritech Image Management Agreement provides full service on all covered equipment. The Image Management Agreement includes all parts, labor, travel for all service, preventative maintenance, toner and image units. Any exceptions or exclusions must be so noted on the face of this agreement. Impressions made during the billing period will be invoiced at the monthly rates as noted on the front of this order.

## PRINT CONTROLLER / CONNECTIVITY SUPPORT / APPLICATION SUPPORT AGREEMENT

~~\$24.95 Monthly Print Controller / Connectivity and Application support. (1) Unlimited remote and phone support of Print Controller Software for the term of the agreement. Support includes "Can't Print, Can't Scan" items such as reconfiguring of the Network Controller, Device Application Server Reinstallation, Print Driver Installation / Reinstallation and Troubleshooting. Two onsite visits included per year, additional visits billed at a reduced rate. (2) Unlimited remote and phone support of all device applications installed. Additional devices billed at \$5.00 each.~~

First 60 days of Can't Print, Can't Scan support are included in new installation at no charge.

If customer elects not to take the optional Print Controller / Connectivity Support / Applications Support, the customer will be billed at the current hourly rate for on-site and/or phone support pertaining to print driver and connectivity issues not covered under this agreement. In addition, should customer decide to take ownership of MFP HDD upon termination of the lease, customer will pay for time and materials at the current rates for that day and time.

**Software Disclaimer:** Meritech does not guarantee controller compatibility with any proprietary software products and/or operating systems.

## SERVICE / SUPPLY BILLING TERMS

~~The service / supply coverage on this agreement is for one year or "X" amount of clicks as agreed upon for a set price.~~

~~\$35.00 / \$45.00 / \$55.00 per machine monthly minimum billing.~~

Monthly \$5.00 administrative fee per unit assessed for all declined Meritech Remote Meter Reading Reporting Services (RMR software). Billing invoice varies depending on the billing cycle chosen.

If there is a lapse in payment, Meritech reserves the right to withhold service on any equipment covered by this agreement.

All cancelled contracts where supplies are included will receive a final invoice for any toner and developer residing in machine and any unused supplies not returned at the time of cancellation, at manufacturer's suggested retail pricing.

Freight billed represents the shipping & handling cost based upon size, weight and destination of package.

## RENEWAL TERMS

- 1 This agreement will automatically renew and be invoiced 30 days prior to the ending date listed on the front of this agreement, for the next successive 12 months, at the prices, terms, and conditions in effect at the time of renewal.
- 2 If there is a lapse in payment of the agreement, all service will be charged at the current hourly rate.
- 3 If there is a lapse in payment of the agreement and the customer wishes to reinstate the agreement, there will be a reinstatement fee assessed.
- 4 The customer has the option not to renew the agreement, this must be done in writing, no later than 60 days prior to the renewal of the agreement.
- 5 Meritech reserves the right to cancel the agreement due to non-payment of invoices, excessive abuse of equipment and/or irreconcilable differences.

## TERMS & CONDITIONS

- 1 All parts and labor are provided during normal business hours of 8:00 am to 5:00 pm Monday through Friday, excluding Holidays. Refer to Meritech's M Guarantee program, regarding various M Services terms and conditions.
- 2 Customer is required to submit monthly meter readings to Meritech. You can submit your meter readings through the web at [www.meritechinc.com](http://www.meritechinc.com) or by fax at 216-459-0909. For networked machines, Meritech will provide PrintFleet software to automatically report meter readings. ALL METER OVERAGES ARE DUE MERITECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, Meritech, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee of \$4.95 for each meter affected. Customer authorizes remote access for meter reads and diagnostics throughout this agreement.
- 3 The amount of toner included in this agreement will be sufficient to provide 20% above manufacturers published yields for both black and color output. If applicable, an excess toner charge may be assessed on a pro-rated basis.
- 4 Prices are subject to change without prior notification. All pre-paid service contracts are non-refundable.
- 5 **Non-Transferable/Non-Refundable Agreement;** this agreement becomes void upon the sale or transfer of this equipment within or outside Meritech's servicing territory.
- 6 Any damages incurred from the movement of equipment by non-authorized Meritech Personnel will be the responsibility of customer.

## EXCLUSIONS

- 1 UNCONTROLLABLE CIRCUMSTANCES: This agreement does not cover the repair of any or all equipment, if the equipment is damaged by Uncontrollable Circumstances; i.e., natural disasters, fire, water, accident, theft, act of third party, casualty, or any loss or damage occurring from uncontrollable circumstances.
- 2 Customer abuse: This agreement does not cover the repair of any or all equipment resulting from misuse or neglect to follow proper operating procedures. All components which may become broken, lost or damaged are chargeable.
- 3 This agreement does not cover the repair of any or all equipment, if it is deemed that the electrical supply to the equipment is bad or faulty.
- 4 Circuit Board failures, unless a Meritech approved surge protection device is installed in-line with listed equipment.
- 5 Meritech reserves the right to charge customer for any parts and supplies deemed by Meritech as noncompliant.



**MERITECH**  
TECHNOLOGY TO EMPOWER YOUR BUSINESS



ORDINANCE NO.: 20-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE  
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO MAKE APPLICATION AND ENTER INTO AN AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FY 2020 ASSISTANCE TO FIREFIGHTERS GRANT – FIRE PREVENTION AND SAFETY GRANT

*WHEREAS*, Each year, Congress appropriates funding to be made available through the Federal Emergency Management Agency's ("FEMA") Assistance to Firefighter's Grant Program - Fire Prevention and Safety, and

*WHEREAS*, the City of Garfield Heights would like to make an application in which to apply for FEMA's FY 2020 Assistance to Firefighters Grant - Fire Prevention and Safety, and

*WHEREAS*, the City intends to purchase five thousand (5000) smoke detectors and two (2) LED signs, with one of each being installed at each fire station, and

*WHEREAS*, if the Assistance to Firefighter's Grant is awarded and accepted, the City of Garfield Heights will purchase the items at an estimated cost of \$125,000 of which the City will be required to pay 5% of the total cost (approximately \$6250.00).

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor, or his designee, is hereby authorized and directed to apply for a grant through FEMA's Assistance to Firefighter's Grant Program, with the City's financial obligation not to exceed \$6,500.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1 hereof, said vouchers to be charged to the appropriate fund upon completion of the City's purchasing requirements.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

EFFECTIVE DATE: \_\_\_\_\_

RESOLUTION NO: 09-2021

SPONSORED BY: MAYOR MATTHEW BURKE  
CO SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION HONORING THE 100<sup>TH</sup>  
ANNIVERSARY OF THE CLEVELAND CLINIC  
FOUNDATION

*WHEREAS*, on Feb. 26, 1921, 500 physicians attended the opening ceremony of the Cleveland Clinic Foundation; and

*WHEREAS*, Cleveland Clinic Foundation first organized as a multi-specialty group practice in 1921; and

*WHEREAS*, Cleveland Clinic Foundation is the world's first integrated international health system; and

*WHEREAS*, Marymount Hospital, founded in Garfield Heights by the Sisters of St. Joseph of the Third Order of St. Francis, became part of the Cleveland Clinic Foundation in 1995; and

*WHEREAS*, Cleveland Clinic CEO and President Dr. Tom Mihaljevic will make remarks during a Global Founders Day Keynote Address scheduled for 6 to 7 p.m. Feb. 26; and

*WHEREAS*, "A Century of Care" documentary featuring patients and caregivers filmed during an extraordinary year was produced by CNN; and

*WHEREAS*, Cleveland Clinic leaders from around the world look back on what the Cleveland Clinic Foundation has accomplished and converse about the next 100 years of health care; and

*WHEREAS*, Cleveland Clinic Foundation Marymount Hospital is an important and essential community partner providing care, education, jobs, health advocacy and much more.

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

SECTION 1. The Mayor and Council, on behalf of the residents of the City of Garfield Heights, hereby honor the 100<sup>th</sup> Anniversary of the Cleveland Clinic Foundation.

SECTION 2. The Law Department of the City of Garfield Heights is hereby ordered to send a copy of this Resolution to the local news media.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the peace, health, safety, and welfare of the citizens of the City of Garfield Heights, Ohio, and for the daily operation of the Municipal Department and shall be in full force and after passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

EFFECTIVE DATE: \_\_\_\_\_

RESOLUTION NO.: 10-2021

SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH  
CO-SPONSORED BY: COUNCILMAN THOMAS VAUGHN

AN EMERGENCY RESOLUTION URGING GOVERNOR DEWINE AND THE OHIO DEPARTMENT OF PUBLIC HEALTH TO INCLUDE LAW ENFORCEMENT OFFICERS IN TIER 1B REGARDING THE DISTRIBUTION OF COVID-19 VACCINE AND TO INCREASE THE AMOUNT OF VACCINES SENT TO CUYAHOGA COUNTY TO ACCOMPLISH THIS REQUEST

*WHEREAS*, Ohio’s law enforcement officers and the members of the Garfield Heights Police Department provide an essential service to the City of Garfield Heights in keeping our community safe, and

*WHEREAS*, the members of the Garfield Heights Police Department are at great risk of contracting the Coronavirus; in fact, it has been reported that 409 law enforcement officers in the United States have died of COVID-19, and

*WHEREAS*, a COVID-19 antibody study done by Mercy Health in Toledo, Ohio indicates that police officers are at a higher risk of contracting COVID-19 than other first responders, and

*WHEREAS*, the Center for Disease Control has determined that law enforcement personnel should be in the first tier of people who are eligible to get the COVID-19 vaccine, and

*WHEREAS*, law enforcement officers are not included in the first tier of people who are eligible to get the COVID-19 vaccine as determined by the State of Ohio but continue to be at risk of contracting the virus, and

*WHEREAS*, Ohio Attorney General Dave Yost; the Fraternal Order of Police of Ohio and the Ohio Association of Chiefs of Police have recently urged Governor DeWine to include law enforcement in Tier 1B.

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

SECTION 1. The City Council of the City of Garfield Heights formally requests Ohio Governor Mike DeWine to include Ohio’s law enforcement personnel in Tier 1B in the Ohio Department of Health’s vaccine priority designation and increase the amount of vaccines being provided to Cuyahoga County to accomplish this request.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the peace, health, safety, and welfare of the citizens of the City of Garfield Heights, Ohio, and for the daily operation of the Municipal Department and shall be in full force and after passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

APPROVED: \_\_\_\_\_ MAYOR \_\_\_\_\_ PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_  
CLERK OF COUNCIL