



Diane Wolgamuth
Director of Administration
Mayfield Village
6622 Wilson Mills Road
Mayfield village, OH 44143

Dear Diane:

Thank you for your interest in the Heritage Home Program of the Cleveland Restoration Society and the Heritage Home Educational Society.

Enclosed is an Agreement for CRS to provide the Heritage Home Program to Mayfield Village for your review and execution. Please call or email me with any questions or comments on the Agreement.

Also enclosed is an invoice for the 2013 Management Fee for the Heritage Home Program. Please remit payment to the Cleveland Restoration Society once the agreement is approved.

Please also let me know if you have any questions about the Program or if we can provide you with any additional information about the Program itself.

We are excited about having Mayfield Village in the program and look forward to making our services available to the 593 homes in Mayfield Village that are 50 years old or older.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tom".

Thomas A. Jorgensen

Chief Operating Officer
Cleveland Restoration Society
(216) 426-3108
tjorgensen@clevelandrestoration.org

RESOLUTION NO. 2013-09
INTRODUCED BY: Mayor Rinker and Council as a Whole

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT
WITH CLEVELAND RESTORATION SOCIETY**

WHEREAS, the Cleveland Restoration Society provides professional technical assistance to owners of older properties through its linked deposit loan program referred to as the Heritage Home Program.

WHEREAS, the Cleveland Restoration Society cooperates with the participating communities, assisting in the establishment and implementation of administrative procedures related to the Heritage Home Program; and

WHEREAS, the Cleveland Restoration Society markets the Heritage Home program, through mass mailings, materials for distribution, and providing technical assistance; and

WHEREAS, the Cleveland Restoration Society provides a report to the Mayor on the program activity to the participating community; and

WHEREAS, Mayfield Village wishes to become a participating community.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a Professional Services Agreement with the Cleveland Restoration Society for the period from January 1, 2013 through December 31, 2013. Said Agreement is attached as Exhibit A.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of

Mayfield Village. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

WILLIAM BUCKHOLTZ
Council President

First Reading: _____, 2013

Second Reading: _____, 2013

Third Reading: _____, 2013

PASSED: _____, 2013

BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR., Director of Law

ATTEST:

MARY E. BETSA, Clerk of Council

MAYFIELD VILLAGE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between Mayfield Village, Ohio, a Municipal Corporation (hereinafter referred to as "Village") and the Cleveland Restoration Society (hereinafter referred to as "CRS").

WHEREAS, CRS has established a linked deposit loan program referred to as the Heritage Home ProgramSM (the "Program") for the purpose of enhancing older properties in the participating communities; and

WHEREAS, the Village has determined and is authorized to enter into an agreement with the Cleveland Restoration Society for the purpose of providing professional technical assistance to the owners of houses that are over 50 years old in the Village (the "Older Housing") in connection with the Village's participation in the Program; and

NOW, THEREFORE, the Village and CRS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Cleveland Restoration Society agrees to perform the following technical assistance services for the period covered by this Agreement:

GENERAL HERITAGE HOME PROGRAM

1. Cooperate with the Village and the County and assist in the establishment and implementation of administrative procedures related to the Heritage Home ProgramSM (the Program).
2. Assist the Village in marketing the Program to approximately 593 owners of the Older Housing. Such marketing efforts will include a mass mailing, at the expense of the CRS, to all such owners of a postcard about the Program. They will also include providing materials on the Program for distribution at public buildings in the Village including Village Hall and any libraries, and providing links for the Village's web site to the Program web site. Such marketing can also include displaying a temporary Program sign, during construction, in the front yard of properties participating in the Program. Such sign is to be a non-commercial sign, in compliance with Village codes and approved by the Village, displayed on each participating property for a period not to exceed six months.
3. Provide technical assistance on the preservation, rehabilitation and improvement of the Village's Older Housing to any property owner making a request. Technical assistance is available by phone, through the mail, through the Program Web Site and

on site. Participation in a Program loan is not required to receive this technical assistance.

4. Provide a report on the program activity to the Village. These reports should be sent to the Mayor.

PROGRAM SPECIFIC

1. Determine the eligibility of individual properties upon request of property owners interested in participating in the Program.
2. Determine whether projects qualify for the Program and notify owners.
3. Provide professional technical assistance to property owners of Older Housing to determine the scope and nature of rehabilitation and write contract specifications for exterior work to ensure that the Program standards are met. Provide copies of final bid specifications to the Village for each project.
4. Determine total loan request amount based on contractor bids submitted by the property owner to CRS and notify the participating bank.
5. Upon approval of a loan application by the participating bank, periodically monitor progress of construction and provide technical advice and consultation during construction as requested by the property owner, the County, or the Village.
6. Inspect property at completion of construction and certify that all work has been completed in accordance with the bids and in compliance with the CRS bid specifications. Provide written notification to the Village of certification.

SERVICES NOT INCLUDED

1. This Agreement does not provide for the provision of services by CRS to the Village including but not limited to:
 - a. Advice or assistance to the Village about commercial properties or to the owners of commercial properties.
 - b. Advice or assistance to the Village or to the owner relating to a sacred structure.
 - c. Advice or assistance to the Village or to any property owners about National Register or local landmark nominations of a building or district.
 - d. Advice or assistance to the Village or any officials of the Village relating to the operations or structure of a design review function or a design review issue.

2. Any services described in 1. above may be provided by CRS pursuant to a supplemental agreement involving a supplemental payment by the Village as agreed between the Village and CRS.

SECTION 2. METHOD OF PAYMENT.

CRS shall be compensated for the technical and planning assistance provided as described in Section 1, Scope of Services.

The Village and CRS agree that the payment for services provided under this agreement shall be Seven Hundred Dollars (\$700) per year. The payment for the initial period from January 1, 2013 to December 31, 2013 shall be Seven Hundred Dollars (\$700) payable as soon as possible after the execution of this Agreement. The payment for any subsequent years shall be payable on January 1 of such year.

Invoices will be submitted by CRS upon execution of this Agreement and at appropriate times thereafter.

SECTION 3. TERM AND TERMINATION.

1. The technical assistance services of CRS shall be provided for the period commencing on January 1, 2013 and extending through December 31, 2013. The services may be extended on a year by year basis by the mutual agreement of the Village and CRS.
2. This Agreement may be terminated by either party upon thirty (30) days written notice at such other party's notice address, as set forth below in Section 5 hereof, provided that both CRS and the Village, respectively, shall remain obligated to perform any duties and obligations created under Section 1 hereof which remain outstanding at the time of the termination of this Agreement.

SECTION 4. SEVERABILITY. If any provision of this Agreement, or any obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 5. NOTICES. All communications hereunder will be in writing and, if sent to CRS, will be mailed, delivered or faxed and confirmed to:

Cleveland Restoration Society/Heritage Home ProgramSM
Sarah Benedict House
3751 Prospect Avenue
Cleveland, OH 44115
Attention: Kathleen H. Crowther, President

Phone: (216) 426-1000
Fax No.: (216) 426-1975

and, if sent to the Village, will be mailed, delivered or faxed and confirmed to:

The Honorable Mayor Bruce G. Rinker
Mayfield Village Offices
6622 Wilson Mills Road
Mayfield Village, OH 44143

SECTION 6. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 8. AMENDMENTS. This Agreement may be effectively amended, changed, modified or altered in writing, and such writing shall be consented to and signed by both the Village and CRS.

SECTION 9. ENTIRE AGREEMENT. This Agreement and the terms and provisions hereof embody the entire agreement and understanding among the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

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IN WITNESS WHEREOF, Mayfield Village and the Cleveland Restoration Society have caused this Agreement to be duly executed in their respective names, all as of the date set forth above.

CLEVELAND RESTORATION SOCIETY

Kathleen H. Crowther, President

MAYFIELD VILLAGE

Bruce G. Rinker, Mayor