

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2025-18**

For the April 16, 2025  
Council Meeting

Introduced by: Mayor Michael L. Booker  
Supported by:

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH THE JL TAYLOR COMPANY, INC. FOR CONSTRUCTION OF ELECTRICAL SERVICE AT THE VILLAGE FIRE STATION PROPERTY FOR THE GATHERING SPACE PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village Council previously authorized the Mayor to apply for a grant from Cuyahoga County under the Community Development Block Grant Program for constructing a new Gazebo at the Gathering Place at the Highland Hills Fire Department property; and

**WHEREAS**, the application was submitted to the County and the Village was awarded a reimbursable grant of \$150,000.00 for this project; and

**WHEREAS**, The Gathering Space Project is in need of electrical service at the Gazebo (the project) and the Village Engineer was authorized to seek bids and obtained several bids for the project and recommended awarding a contract to The JL Taylor Company, Inc. as the best responsible bidder in an amount not to exceed \$25,900.00, and

**WHEREAS**, this Council desires to approve and authorize the contract to The JL Taylor Company, Inc. as the best responsible bidder in an amount not to exceed \$25,900.00.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:**

Section 1: Council hereby approves and accepts the bid of The JL Taylor Company, Inc. as the best responsible bidder in an amount not to exceed \$25,900.00 for constructing the electrical service at the fire station property to service the Gathering Space project.

Section 2: Council hereby authorizes Mayor and Council President to enter and execute a contract with The JL Taylor Company, Inc. in substantially the same form and terms as set forth in Exhibit A attached hereto and incorporated herein by reference. That the Mayor is hereby authorized to sign any other related documents regarding the work, subject to the terms and conditions of the contract with The JL Taylor Company, Inc.

Section 3: Council finds and determines that all formal actions of this Council concerning and

relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason it is necessary to immediately move forward with this project without delay in a timely manner to comply with time constraints imposed on the grant funds from the County, and provided it receives the affirmative vote of two-third (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 16th day of April, 2025.

First Reading ☒ Second Reading \_\_\_\_\_ Third Reading \_\_\_\_\_

Vote: Pride ☒ yea \_\_\_ nay Greene ☒ yea \_\_\_ nay Mills ☒ yea \_\_\_ nay  
McManus ☒ yea \_\_\_ nay Wright ☒ yea \_\_\_ nay

Cassandra Pride  
Cassandra Pride  
President of Council

4/16/25  
Date

Attest: Margaret Sikon  
Margaret Sikon, Clerk of Council

4/16/25  
Date

Filed with the Mayor: ☒

4/16/25  
Date

Approved By: [Signature]  
Michael L. Booker, Mayor

4/16/25  
Date



## Village of Highland Hills

MICHAEL L. BOOKER, MAYOR

Finance Department  
Marcellis O'Neal, Finance Director

### CERTIFICATE OF AVAILABILITY OF FUNDS

ORC 5705.41

Pursuant to ORC 5705.41, I hereby certify that \$ 25,900.00, the amount required to meet the contract, agreement, obligation, payment or expenditure for the contract authorized pursuant to Ordinance 2025-18 (attached), has been lawfully appropriated, authorized, or directed for such purpose, and is in the treasury or in process of collection to the credit of the Fund, free from any obligation or certification now outstanding.

Marcellis O'Neal, Finance Director

4/16/25

Date



## ELECTRICAL CONTRACTORS

DESIGN ■ BUILD ■ MAINTENANCE ■ RETROFIT

Physical Address: 15035 BERKSHIRE IND PKWY ■ MIDDLEFIELD, OHIO 44062

Mailing Address: P.O. BOX 93 ■ BURTON, OHIO 44021

T: 440.834.1223 ■ F: 440.834.1233 ■ [www.jltaylorcompany.com](http://www.jltaylorcompany.com)

April 7, 2025

Village of Highland Hills  
4019 Northfield Road  
Highland Hills, OH 44122

Attn: Susan Hamilton

### Re: **Gazebo Electrical**

We are pleased to offer our electrical quotation for the above referenced project. Quotation is based upon the scope of work summary, drawings received via email on 3-20-2025 ES1 & ES2 dated 7-11-24 for review and the following notations:

- A) Cost of permit **is included as an allowance of \$200.00.**
- B) Quotation **does not include** making OR repairing of roof penetrations that may become necessary during installation.
- C) Where discrepancies exist between the drawing(s) AND the scope of work summary AND submitted bid form document, then THIS quotation shall be solely based upon what is included in the scope of work summary - exclusively; any inconsistencies would require revisiting scope of work and preliminary budget as no site visit was made available before budget was submitted.
- D) Engineering and/or costs for permit drawings **are not included.**
- E) Prevailing wage rates are NOT included.
- F) Quotation assumes all underground conduit is in place with the exception of the underground from the building to existing in ground junction box and the last 25 feet to the flag pole lights.
- G) Though we will do our best to be conscious of our installation, damage to finished surfaces may occur. Any required repairs to damage at finished surfaces (i.e.: walls, floors, ceilings, equipment, furniture, etc.) shall be done by others.
- H) Landscape repairs are NOT included and by others.

### **SCOPE OF WORK SUMMARY:**

#### **DEMOLITION**

- (1) Demo make safe existing (5) outlets per note #4 on drawing ES2.

#### **SERVICE**

- (1) Furnish and install (4) 1p-20A breaker into existing panel B.

Gazebo Electrical, 4-7-2025, Page 1 of 2

ON TIME PERFORMANCE GUARANTEED

ORCA & CCR REGISTERED ■ OUNS #: 097508335 ■ OH LIC#: 71927



#### **LIGHTING & POWER**

- (4) **A:** LED Flood light fixture (base) as specified on the referenced drawings.
- (3) **B:** LED Flood light fixture (base) as specified on the referenced drawings.
- (1) Single pole wall switch.
- (1) Time Clock.
- (6) 20A 120V WP GFI duplex receptacle.
- (3) 20A 120V WP GFI duplex receptacle pedestal mount per note #8 on drawing ES2.
- (1) Add (6) 20A 120V circuits from existing panel A& B, circuits are routed overhead within building then converted underground to pavilion.

**Note:** Boring is included from fire department to pavilion, any landscape repairs required are NOT included and by others.

**Note:** Boring is included from fire department to pavilion, if any bedrock is hit during directional boring or excavation, the work will stop, and the project reassessed and requoted.

**Quotation Amount Is Twenty-Five Thousand and Nine Hundred Dollars (\$25,900.00).**

**\*\*Amount is given without Material Sales Tax included. (A sales tax-exempt certificate will be required before material is ordered)**

*Note that any costing breakouts given within this scope or any other document (ie - bid forms, etc..) are given for informational purposes only and the project is to be considered for contract only as a whole unit with the submitted Base quotation amount as the total needed for its completion.*

#### **OPTIONS & ALTERNATES**

This quotation is valid for 21 days.

Respectfully Submitted,

Jonathan Tiber, Estimator  
The J.L. Taylor Company, Inc

**Gazebo Electrical, 4-7-2025, Page 2 of 2**

**AGREEMENT BETWEEN  
THE VILLAGE OF HIGHLAND HILLS, OHIO  
AND  
J L TAYLOR COMPANY, INC.**

This agreement is entered into by and between the Village of Highland Hills, Ohio (the "Village"), a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and J L Taylor Company, Inc., a corporation, with its principal office located at 15035 Berkshire Ind. Pkwy, Middlefield, Ohio (the "Contractor"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, the Village is a Chartered political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and

WHEREAS, Contractor is engaged in the business of providing the services described in this Agreement, as an independent contractor, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Village, and

WHEREAS, the Village is willing to retain Contractor based on its quote to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

(a). Effective Date, Term. This Agreement shall be **effective** from and commence on April 16, 2025 or upon execution of both parties, whichever is earlier, unless earlier terminated pursuant to Section 1(b).

(b). Termination. This Agreement shall terminate upon the occurrence of one of the following events:

(i) Failure for any reason by the Contractor to fulfill obligations under this Agreement;

(ii) By a non-breaching party in the event of a breach of any term of this Agreement by another party (defined as failure by a party to fulfill the work, services, activities, obligations and/or requirements of such party as described in this Agreement and any exhibits hereto), and such other party's failure to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the nature of the breach;

(iii) Upon (sixty) 60 days written notice by either party for any reason.

(c). Upon the expiration or the termination of this Agreement, the obligations of the parties shall cease, except for such obligations that were incurred prior to the effective date of termination or that expressly survive expiration and termination.

## **2. SCOPE OF WORK.**

The scope of work or services (SOW) to be provided is found in Exhibit A, attached hereto, and incorporated herein fully by reference. The Contractor shall successfully perform and complete: 1) the work, services, activities, and requirements as described in the scope of the project, Exhibit A.

## **3. PAYMENT.**

The Village shall make payments to the Contractor on a reimbursement basis for the work or services described in Exhibit A. The Contractor will submit invoices supported by such documentation as requested by the Village and agrees to sign, if required, ancillary forms related to final payment and release of funds at the close of the contract.

The payment to the Contractor made under this Agreement shall not exceed twenty-five thousand and nine hundred dollars and no cents (\$25,900.00).

## **4. NO ASSIGNMENT, TRANSFER, OR SUBCONTRACT.**

In performing the services specified under the terms of this Agreement, the Contractor shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Village.

## **5. INDEPENDENT CONTRACTOR.**

No agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as the Village is interested in the Contractor's end product, the Village does not control the manner in which the Contractor performs this contract. The Village is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the Contractor assumes responsibility for all tax liabilities that result from compensation paid to the Contractor by the Village. The Village will report any payment made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Contractor to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Village or to become a member of the Public Employees Retirement System (Chapter 145 of the Ohio Revised Code.).

## **6. INDEMNIFICATION.**

The Contractor agrees to indemnify and hold the Village, all of its departments, agents, and employees harmless from any and all liabilities, obligations, claims, costs, and expenses caused by or resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement.

The Contractor shall reimburse the Village, all of its departments, agents and employees for any judgments or liens which may be obtained against the Village, all of its departments, agents and

employees resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement, including judgments or liens for infringements of intellectual property rights of third parties.

The Contractor agrees to defend the Village, all of its departments, agents, and employees against any such claims, legal actions, or liens if called upon by the Village to do so. The Contractor acknowledges that this Agreement involves the use of public funds and as such is subject to audit by public agencies granting funds to the Village. The Contractor shall fully indemnify and repay the Village for any reimbursed costs of the Contractor which are subsequently disallowed by the funding public agencies and which must be refunded by the Village to such agencies.

## **7. INSURANCE.**

Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this Agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance and coverage limits set forth in Exhibit B, and Contractor will comply with all other requirements set forth in Exhibit B.

## **8. UNRESOLVED FINDING FOR RECOVERY.**

Ohio Revised Code Section 9.24 prohibits the award of a contract to any party against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24.

## **9. PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT.**

Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Village:

- \* <http://www.sam.gov/>
- \* <http://oig.hhs.gov/fraud/exclusions.asp>

Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and/or debarment during the Term, Contractor will notify the Village of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.

## **10. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:



**TO THE VILLAGE:**  
Village of Highland Hills  
Attention: Marcellis O'Neal, Finance  
3700 Northfield Rd. Suite 3  
Highland Hills, Ohio 44122

**FOR THE CONTRACTOR:**  
Contractor Name: J L TAYLOR COMPANY, INC  
Attention: \_\_\_\_\_  
Address: 15035 Berkshire Ind. Pkwy,  
City: Middlefield, Ohio 44062

**11. EFFECT OF ELECTRONIC SIGNATURE.**

By entering into this contract, Contractor agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Contractor and/or the Village may be executed by electronic means, and that the electronic signatures affixed by the Village and/or the Contractor to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Contractor also agrees to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

**12. APPLICABLE LAW AND VENUE.**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

**13. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.

**14. AMENDMENT.**

This Agreement shall not be modified except by the express written consent by both parties hereto.

**15. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**16. FORCE MAJEURE.**

Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the party's reasonable control.

**17. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations, or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this agreement.

**FOR THE VILLAGE:**

\_\_\_\_\_  
Michael L. Booker  
Mayor  
Date: \_\_\_\_\_

Approved as to form.  
Village of Highland Hills  
Law Director

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

\_\_\_\_\_  
Cassandra Pride  
Council President  
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

The intent of this contract is to provide power and lighting to the Gathering Space in the Village of Highland Hills. The Contractor shall provide all labor, materials, equipment, tools, and incidentals necessary to allow for illumination, power supply and incidentals, complete as shown on the attached plans.

Certain conduit shown on the attached plans, under the walk and slabs, have been installed during the construction of the structure. Ends of the buried conduit are marked in the field. Additional conduit shall be provided, as necessary to complete the work.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

**1. Workers Compensation and Employer's Liability Insurance.** Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or Village must be provided with the certificate of insurance.

Contractor must also carry Employer's Liability Insurance with minimum limits of \$500,000 each accident; \$500,000 for disease (per employee); and \$500,000 for disease (policy limit).

**2. Commercial General Liability Insurance.** Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability coverage shall be maintained for at least two years after completion of Contractor's work performed under this contract.

**3. Commercial Auto Liability Insurance.** Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased, and non-owned vehicles used in connection with the work to be performed under this contract, if any, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

**4. Requirements common to all policies.**

**a.** Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of VILLAGE as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$10,000 must be disclosed and approved in writing by VILLAGE.

**b.** Contractor waives all rights of recovery it may otherwise have against VILLAGE (including its directors, officers, affiliates, and employees) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.

**c.** All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/VIII and shall be insurers authorized to do business in the state of Ohio.

**d.** A certificate(s) of insurance showing that Contractor's insurance coverage is in compliance with the insurance requirements set forth below must be completed by the Contractor's insurance agent, broker, or insurance company, and provided to VILLAGE. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to VILLAGE prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall

reference VILLAGE's status as an additional insured under both the General Liability and Auto policies.

**e.** Failure of VILLAGE to request certificate(s) or other evidence of full compliance with these insurance requirements (or failure of VILLAGE to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. VILLAGE shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by VILLAGE. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Contractor request from VILLAGE.

**f.** By requiring insurance herein, VILLAGE does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability for services provided to or on behalf of VILLAGE.