



## Memorandum

**To:** Members of Council

**From:** Kyle Krewson, Director, Building and Housing Department

**cc:** Mayor David E. Weiss  
Matt Carroll, CAO  
William M. Ondrey Gruber, Director of Law

**Date:** January 20, 2026

**Re:** **Recommendation to Amend SMCI Contract for Protective Pedestrian Canopy at the Lee Scottsdale Building - 3756 Lee Road**

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### Summary

The purpose of this memorandum is to explain the need for an amendment to the City's existing contract with Suburban Maintenance & Construction, Inc. (SMCI) to ensure the ongoing use of protective fencing at 3756 Lee Road and to request that City Council authorize amending the contract to a not-to-exceed amount of **\$200,000**.

### Background and Public Safety Necessity

In September 2024, the property located at 3756 Lee Road was declared a public nuisance after masonry elements detached from the façade and fell to the public sidewalk, creating an immediate life-safety hazard. Due to the property owner's failure to implement adequate protective measures, the City proceeded with emergency nuisance abatement actions.

Council authorized the SMCI contract on November 26, 2024, with a total not-to-exceed amount of \$100,000. The contract was subsequently amended by Council on August 5, 2025, increasing the total authorized amount to \$150,000, to allow for the purchase of the protective pedestrian canopy and the continued rental of perimeter fencing while a structural assessment and long-term repair strategy were developed. At the time of the amendment, buying out the already installed pedestrian canopy was determined to be the most cost-effective approach, with an estimated break-even point of approximately five months.

As part of the prior amendment, the City elected to buy out certain pedestrian canopy components while continuing to rent the perimeter fencing for an extended duration.

### Need for Contract Amendment

In short, the City's original cost assumptions used for setting the not-to-exceed amount of the August 5, 2025 contract amendment did not fully account for additional rental costs that accrued before

the prior contract amendment was finalized. Specifically, during a recent reconciliation of invoices and remaining contract balances, staff identified a timing-related forecasting issue associated with the prior contract amendment:

- There was a lapse between when the City first received pricing to buy out the pedestrian canopies and when the amended contract was ultimately executed.
- During that interim period, additional canopy rental costs accrued.
- As a result, funds that had been anticipated to support a longer duration of perimeter fence rental were partially consumed, shortening the remaining rental coverage.

As a result, the existing contract structure does not provide sufficient remaining authority to continue renting the already-installed perimeter fencing, despite the continued need for the fencing as part of the City's nuisance abatement efforts.

### **Proposed Contract Amendment**

The proposed amendment does not expand the scope of work or introduce new equipment. Instead, it would modify the contract to allow the continued rental of the existing perimeter fencing and establish an ongoing six-month rental structure billed at \$3,500 per six-month period, consistent with the previously approved rental rate.

This approach avoids unnecessary removal and reinstallation, provides cost predictability, and aligns the contract structure with the uncertain timeline associated with façade repairs.

The continued need for these protective measures is further complicated by the building's close proximity to high-voltage power lines along Lee Road. These lines currently prohibit maintenance and repair work on portions of the Lee Road façade. Relocation of the power lines will be required before permanent repairs can be undertaken, a process that is complex, coordinated with third parties, and may take several years to complete. As a result, the perimeter fencing and related protective measures must remain in place until these hazards can be fully addressed and permanent repairs to the masonry façade can be completed.

### **Funding and Cost Recovery**

- Funds for this purpose are already appropriated in the City's Nuisance Abatement Fund (Fund 223).
- Consistent with City policy, all costs incurred by the City, including fencing rental costs, will be billed to the property owner, plus a 22% administrative fee.
- Any unpaid amounts will be certified as a lien against the property.

### **Finance Committee**

The Finance Committee unanimously supported recommending Council approval of the proposed amendment to the SMCI contract for protective measures at 3756 Lee Road. During discussion, staff addressed questions regarding the anticipated duration of the perimeter fencing, noting that permanent façade repairs are constrained by the presence of high-voltage power lines along Lee Road and could take two to four years to resolve. Staff further clarified that the amendment is required due to an accounting timing issue that reduced funds previously set aside in the contract for long-term fence rental, rather than any change in scope or rates. Based on the City engineer's findings, the protective fencing will need to remain in place for the duration of that period to ensure public safety.

**Recommendation**

Staff respectfully requests that Council authorize an amendment to the existing contract with Suburban Maintenance & Construction, Inc. (SMCI) to allow for an ongoing six-month fencing rental structure, increasing the total not-to-exceed amount of the contract to \$200,000, until the protective fencing is no longer required. This amendment is necessary to ensure that required public safety protections remain in place while the nuisance conditions at 3756 Lee Road remain unresolved. Staff further requests that this legislation be passed under suspension of the rules on first reading and declared an emergency in order to ensure the uninterrupted continuation of these protective measures.

ORDINANCE NO.

BY:

Authorizing a second amendment to the contract with Suburban Maintenance & Construction, Inc. to increase the total compensation by \$50,000 for ongoing fencing rental at the nuisance property known as the Lee-Scottsdale Building, at 3756 Lee Road, and declaring an emergency.

WHEREAS, pursuant to Ordinance No. 24-102, enacted on November 25, 2024, the City entered into a contract and rental agreement on November 14, 2024 with Suburban Maintenance & Construction, Inc. (SMCI), in the total not-to-exceed amount of \$110,000, for the installation of a protective barrier system and the rental of fencing at the Lee-Scottsdale Building, 3756 Lee Road, as a part of the City's nuisance abatement at this historic property to protect the public, and tenants and visitors of the building; and

WHEREAS, pursuant to Ordinance No. 25-80, enacted on July 28, 2025, the City entered into a contract amendment on August 5, 2025 with SMCI to buy the pedestrian canopy and to continue the rental of fencing in the additional amount of \$50,000, for a total not-to-exceed contract cost of \$150,000; and

WHEREAS, due to unavoidable delays in assessing the property and fully abating the nuisance, the Director of Building and Housing has recommended that the City amend the contract with SMCI to add the amount of \$50,000 in order to allow for the continuation of the fencing rental in order to ensure public safety at 3756 Lee Road, for a contract total of \$200,000.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. The Mayor is hereby authorized to enter into a contract amendment with Suburban Maintenance & Construction, Inc. to add the amount of \$50,000 in order to allow for the continuation of the fencing rental at 3756 Lee Road. Said contract amendment shall be in the form as approved by the Director of Law.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and to ensure the uninterrupted continuation of these protective measures and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted

Approved this \_\_\_\_\_ day of January, 2026.

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DAVID E. WEISS, Mayor

Attest:

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MATTHEW P. CARROLL  
Clerk of Council  
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