

**CITY OF MAPLE HEIGHTS  
COUNCIL MEETING AGENDA (Amended)**

**Maple Heights Senior Center**

**February 15, 2017**

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- |     |                                         |                                                     |
|-----|-----------------------------------------|-----------------------------------------------------|
| 1.  | <b>Caucus:</b>                          | <b>All members of Council</b>                       |
| 2.  | <b>Call to Order:</b>                   | <b>Council President Richard Trojanski</b>          |
| 3.  | <b>Invocation/Pledge of Allegiance:</b> | <b>Councilman Ron Jackson</b>                       |
| 4.  | <b>Roll Call:</b>                       | <b>Council Clerk Leonette Cicirella</b>             |
| 5.  | <b>Special Presentation:</b>            | <b>Community Life and Education Committee</b>       |
| 6.  | <b>Proclamation:</b>                    | <b>Mayor Annette M. Blackwell</b>                   |
| 7.  | <b>Addendum:</b>                        |                                                     |
| 8.  | <b>Approval of Minutes:</b>             | <b>August 23, 2016 (Special Meeting of Council)</b> |
| 9.  | <b>Communications:</b>                  |                                                     |
| 10. | <b>Council Committee Reports:</b>       |                                                     |
| 11. | <b>Department Reports:</b>              |                                                     |
| 12. | <b>Citizen's Comments:</b>              | <b>3 minute limitation</b>                          |
| 13. | <b>Legislation:</b>                     |                                                     |

**2017-14 AN ORDINANCE TO AMEND THE 2017 TEMPORARY APPROPRIATIONS FOR CURRENT EXPENDITURES OF THE CITY OF MAPLE HEIGHTS, OHIO FOR THE FIRST THREE MONTHS OF THE FISCAL YEAR ENDING DECEMBER 31, 2017 AND DECLARING AN EMERGENCY**

**Reading 2 (Blackwell)**

**2017-15 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE COMMUNITY COST-SHARE AGREEMENT (NEORS CONTRACT NO. 16004847) PROVIDING FOR THE CITY'S SALT DOME CONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-16 A RESOLUTION PROVIDING FOR THE APPOINTMENT OF ANGELA RICHARDSON AS AN ASSISTANT PROSECUTOR AND LAW DIRECTOR FOR THE CITY OF MAPLE HEIGHTS COMMENCING FEBRUARY 15, 2017 AND AUTHORIZING A CONTRACT FOR SUCH PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-17 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MARBURY & ASSOCIATES LLC, EFFECTIVE MARCH 1, 2017, TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAM TO CITY EMPLOYEES, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-18 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH INSITE ADVISORY GROUP, LLC, EFFECTIVE MARCH 1, 2017, TO PROVIDE ECONOMIC DEVELOPMENT SERVICES AT AN HOURLY RATE OF \$175.00, IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00), AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-19 A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR TO FILE AN APPLICATION ON BEHALF OF THE CITY OF MAPLE HEIGHTS FOR FUNDING FROM NOACA THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF TWO (2) NEW VEHICLES TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR TRANSPORTATION PROGRAM, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-20 A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR TO APPLY FOR, AND ACCEPT AND EXPEND NON-MATCHING GRANT FUNDS FROM, THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT'S 2017 COMMUNITY RECYCLING AWARENESS GRANT IN AN AMOUNT NOT TO EXCEED \$5,000.00, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-21 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SENIOR TRANSPORTATION CONNECTION TO CONDUCT THE DAY-TO-DAY CALL CENTER AND SCHEDULING OPERATIONS OF THE CITY'S SENIOR TRANSPORTATION OPERATIONS FOR THE CALENDAR YEAR 2017 IN THE AMOUNT OF SIX HUNDRED NINETY DOLLARS (\$690.00) PER MONTH, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-22 AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-23 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR COMMUNITY COST-SHARE PROGRAM FUNDS FOR THE 2017 MS4 PERMIT RELATED WORK IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-24 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR A POTENTIAL GRANT FOR THE FUNDING OF CAPITAL INFRASTRUCTURE IMPROVEMENT PROJECTS IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-25 A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A REPLACEMENT VEHICLE FOR THE FIRE CHIEF FROM O'BRIEN LEASING COMPANY, WITH EMERGENCY EQUIPMENT TO BE INSTALLED BY NORTHCOAST TWO-WAY RADIO, USING INSURANCE PROCEEDS, AND DECLARING AN EMERGENCY**

**Reading 1 (Blackwell)**

**2017-10 A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF DENNIS LEW AS DIRECTOR OF SERVICE AND ESTABLISHING HIS COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, AND DECLARING AN EMERGENCY**

**Reading 3 (Blackwell)**

14. Expenditures over \$1,000.00
15. Mayor's Report
16. Council & Council President's Reports
15. Adjournment

MAPLE HEIGHTS COUNCIL MEETING  
Maple Heights Senior Center  
15901 Libby Road

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February 15, 2017

7:00 p.m.

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**ADDENDUM FOR**  
**REGULAR COUNCIL MEETING**  
**OF FEBRUARY 15, 2017**

**LEGISLATION:**

**2017-26 A RESOLUTION APPROVING THE SALARY OF ROBERT ULEE AS  
PART-TIME MAINTENACE MAN, AND DECLARING AN EMERGENCY**

Reading 1 (Blackwell)

**2017-27 A RESOLUTION STRONGLY OBJECTING TO THE RECENT PRESIDENTIAL  
EXECUTIVE ORDER TEMPORARILY BANNING ENTRY INTO THE UNITED STATES  
FOR MIGRANTS FROM SEVEN MUSLIM-MAJORITY COUNTRIES AND REFUGEES  
FROM AROUND THE WORLD AND JOINING WITH ALL AMERICANS WHO BELIEVE  
THAT THE EXECUTIVE ORDER IS UNLAWFUL AND UN-AMERICAN; DECLARING  
THE CITY OF MAPLE HEIGHTS TO BE A “WELCOMING CITY” AND CALLING UPON  
THE PEOPLE OF MAPLE HEIGHTS TO JOIN TOGETHER TO BUILD A STRONGER,  
UNITED COMMUNITY, AND DECLARING AN EMEREGECNY**

Reading 1 (Trojanski and Jackson)

**RESOLUTION NO.: 2017-10**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF DENNIS LEW AS DIRECTOR OF SERVICE AND ESTABLISHING HIS COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor has advised Council that pursuant to Article V, Section 4 of the Charter of the City of Maple Heights the Mayor desires to appoint Dennis Lew as Director of Service, with the compensation, and other terms and conditions of employment, as set forth in the attached agreement marked as Exhibit A, which is incorporated as if fully rewritten herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor's appointment of Dennis Lew as Director of Service, with the compensation, and other terms and conditions of employment, as set forth in the attached agreement marked as Exhibit A, is hereby approved.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary for the daily operation of municipal departments, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

Resolution No.: 2017-10  
Page Two

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

## **DIRECTOR OF SERVICE EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is entered into by and between the City of Maple Heights, Ohio, a chartered municipal corporation organized under the laws of the State of Ohio (“the City”), and Dennis J. Lew, an individual (“Lew”) (collectively “the Parties”).

WHEREAS, Lew is currently employed by the City as “acting” Director of Service and the City now desires to employ Lew as Director of Service and Lew has recognized and acknowledged the responsibilities and duties of the Director of Service and desires to be employed as the Director of Service;

NOW, THEREFORE, the Parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

### **SECTION 1- DUTIES AND RESPONSIBILITIES**

Pursuant to Article VIII Section 2 of the City’s Charter, Lew, as the Director of Service, shall have charge of the construction and maintenance of all public works such as repairs to and cleaning of streets, sidewalks, alleys, bridges, etc.; of sewers, drains, ditches, culverts, maintenance and cleaning of water lines; cutting of weeds; maintenance of all City buildings and property.

In addition, Lew, as the Director of Service, shall perform the following duties and responsibilities: plan and direct the overall work schedules of the department's personnel, and schedule major repair projects; with the assistance of Human Resources, interview and screen prospective applicants; direct the maintenance and repair of City streets; plan and administer paving and reconstruction programs with the City Engineer; direct the maintenance and repair of City streets; plan and administer paving and reconstruction programs with the sewers and culverts; direct and supervise the City's annual leaf collection program; supervise the street

cleaning of the City, including the removal of snow; supervise the central garage which maintains all City vehicles and equipment; receive complaints regarding street repairs and take necessary corrective action; prepare budget recommendations, study equipment needs, and prepare requisitions and specifications; prepare plans and estimates for proposed capital improvements; and perform such other duties and functions as the Mayor shall from time to time assign.

## **SECTION 2- AT-WILL EMPLOYMENT**

It is understood and agreed by the Parties that Lew shall serve as the Director of Service at the pleasure of the Mayor.

## **SECTION 3 - SALARY**

City agrees to pay Lew for his services rendered pursuant hereto as Director of Service, an annual salary of Seventy-Three Thousand Dollars (\$73,000.00), less applicable taxes and withholdings. It is expressly understood and acknowledged by Lew that despite his previous employment relationship with the City, as Director of Service Lew shall not be entitled to longevity pay, uniform allowance pay, overtime pay, or any other benefit not expressly provided for in this Agreement.

## **SECTION 4- VACATION AND SICK LEAVE**

Lew shall maintain his current level of vacation and sick leave benefits and thereafter shall be entitled to accrue vacation leave and sick leave as set forth in the City's Codified Ordinances. Lew shall use said vacation and sick leave in accordance with applicable City ordinances and policies.

**SECTION 5- HEALTH BENEFITS AND LIFE INSURANCE**

The City agrees to continue to provide health benefits and life insurance to Lew on the same terms as he is currently receiving and as provided to other Department Directors.

**SECTION 6 – RETIREMENT**

The City agrees to continue to provide OPERS benefits to Lew and make regular periodic payments to OPERS in the amount required by law and as provided for other Department Directors. Lew is not entitled to a pension pick-up benefit.

**SECTION 7 - HOURS OF WORK**

Lew and the City recognize that the Director of Service at times must devote a great deal of his time outside normal work hours to business of the City (such as during snow plow season), and to that end, and from time to time Lew will be allowed to take such administrative leave as the Mayor shall deem appropriate during said normal office hours, provided that Lew fulfills his duties as the Director of Service. The position of Director of Service is exempt from overtime as outlined in the Fair Labor Standards Act.

**SECTION 8 - AUTOMOBILE**

During Lew’s employment as Director of Service he shall be provided with a suitable vehicle for his use in conducting City business. All costs of providing and operating that vehicle, including but not limited to, fuel, maintenance and insurance shall be paid by the City.

**SECTION 9 - GENERAL PROVISIONS**

A. The written text and the four corners of this Agreement contain the entire agreement and the entire bargain between Lew and the City with respect to every subject matter whatsoever, and supersede all prior agreements, contracts, arrangements, understandings, or promises that may have otherwise existed between them. The Parties acknowledge that none of them have been

promised or offered any inducement, benefit, or reward as a condition of signing or entering into this Agreement other than the specific promises and covenants contained in the written text and the four corners of this Agreement.

B. This Agreement shall be effective upon Council's confirmation of the Mayor's appointment of Lew as Director of Service and its passage of Resolution No. 2017-10 authorizing the Mayor to enter into this Agreement.

C. This Agreement is expressly conditioned upon Lew's ability to perform the duties and responsibilities of the position of Director of Service.

IN WITNESS WHEREOF, the City of Maple Heights and Dennis J. Lew, have signed and executed this Agreement on the date stated below the signature lines below.

CITY OF MAPLE HEIGHTS

\_\_\_\_\_  
DENNIS J. LEW

\_\_\_\_\_  
MAYOR ANNETTE M. BLACKWELL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ORDINANCE NO.: 2017-14**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION BY:**

**AN ORDINANCE TO AMEND THE 2017 TEMPORARY APPROPRIATIONS FOR CURRENT EXPENDITURES OF THE CITY OF MAPLE HEIGHTS, OHIO FOR THE FIRST THREE MONTHS OF THE FISCAL YEAR ENDING DECEMBER 31, 2017 AND DECLARING AN EMERGENCY.**

**WHEREAS**, funding must be immediately available for the proper functioning of the entire City government; and

**WHEREAS**, the Interim Finance Director has recommended that an amendment to the 2017 Temporary Appropriations **Ordinance Number 2016-97** passed by Council on December 21, 2016 is needed in regards to monies necessary to operate City Departments.

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

**Section 1.** A budget amendment allocating 2017 Temporary Appropriations to provide for current expenditures of the City of Maple Heights, Ohio, for the first three (3) months of the fiscal year ending December 31, 2017 as is attached hereto and incorporated herein by reference as Exhibit A, shall be adopted.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Ordinance constitutes an emergency measure necessary for the daily operation of the municipal departments, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

Ordinance No.: 2017-14  
Page Two

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO.: 2017-15**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**ADOPTED BY:**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE COMMUNITY COST-SHARE AGREEMENT (NEORS D CONTRACT NO. 16004847) PROVIDING FOR THE CITY'S SALT DOME CONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Northeast Ohio Regional Sewer District (NEORS D) provides funding to Member Communities, including the City of Maple Heights, for community specific storm water management projects under the Community Cost-Share Program; and

**WHEREAS**, the City Engineer was informed by NEORS D that the construction of a new salt storage facility would effectively serve as a Pollution Prevention and Good Housekeeping BMP and thus qualify as a storm water management project eligible for Community Cost-Share Program funds; and

**WHEREAS**, the City Engineer was successful in his application to the NEORS D for an award and disbursement of Community Cost-Share Program funds for the construction of a new salt storage facility ("Salt Dome Construction Project") in the amount of One Hundred Nine Thousand Four Hundred Sixty-Seven Dollars (\$109,467.00); and

**WHEREAS**, on June 1, 2016, by Resolution No. 2016-44, Council authorized and directed the City Engineer to begin the preparation of plans and specifications for the Salt Dome Construction Project and to provide advertising for bids for the Salt Dome Construction Project; and

**WHEREAS**, on or about September 15, 2016, NEORS D and the City entered into a Community Cost-Share Agreement for the Salt Dome Construction Project in the amount of \$109,467.00; and

**WHEREAS**, after the bids were opened on October 17, 2016 and a Notice of Award was issued on November 9, 2016, the winning bidder defaulted and Council per Resolution No. 2017-13, passed February 1, 2017, authorized the City Engineer to re-advertise for bids for the Salt Dome Construction Project; and

**WHEREAS**, in preparing the plans and specifications for the re-bid the City Engineer also determined it was necessary to change the scope of work to add concrete floors to better manage the salt dome facility; and

**WHEREAS**, NEORS D has agreed to amend the Community Cost-Share Agreement to add this additional scope of work and allocate to the City the additional funding necessary in an amount not to exceed \$25,533.00 for the additional scope of work and re-bidding;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

**Section 1.** The Mayor is authorized and directed to enter into an Amendment To the Community Cost-Share Agreement (NEORS D Contract No. 16004847), which initially allocated Community Cost-Share funding in the amount of \$109,467.00, for additional Community Cost-Share funding in an amount not to exceed \$25,533.00, to add concrete floors to the Salt Dome Construction Project, bringing the total Community Cost-Share funding amount allocated by NEORS D to the City for the Salt Dome Construction Project to \$135,000.00, as more fully described in the Amendment To the Community Cost-Share Agreement (NEORS D Contract No. 16004847), which is attached hereto as Exhibit A and incorporated as if fully rewritten herein.

**Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the health and general welfare of the residents of the City, and to execute the agreement in a timely manner, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**AMENDMENT TO  
COMMUNITY COST-SHARE AGREEMENT  
(DISTRICT CONTRACT NO. 16004847)  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF MAPLE HEIGHTS**

This Amendment to Agreement (the “Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013, and the City of Maple Heights (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_\_\_.

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, on or around September 15, 2016, the District and the City entered into a Community Cost-Share Agreement (the “Agreement”) for City’s Salt Dome Construction project (the “Project”); and

WHEREAS, the City was forced to rebid the project and further determined it necessary to add concrete floors to the Salt Dome to better manage the salt in the facility; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to add the additional work scope and funding necessary for the Project;

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Amendment, the parties agree as follows:

1. By execution of this Amendment, the District and the City agree that the total Community Cost-Share funding allocated to the Project under the Agreement shall be increased by the amount not to exceed \$25,533.00 for an amended total funding amount of \$135,000.00 as further described in the documentation attached hereto as Exhibit “A.”

2. The provisions of this Amendment are hereby incorporated into the Agreement, as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall control.

The parties have executed this Amendment on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF MAPLE HEIGHTS**

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Taxpayer I.D. Number

The Legal Form and Correctness of this Instrument is hereby Approved:

**CITY OF MAPLE HEIGHTS**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Amendment may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Amendment shall have the same legal effect as if such signatures were in their originally written format.

**MODIFICATION TO  
CONTRACT NO.  
16004847**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF MAPLE HEIGHTS

FOR

COMMUNITY COST-SHARE AGREEMENT:  
SALT DOME CONSTRUCTION PROJECT

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Total Additional Cost:       \$25,533.00

(Total Amended Amount:   \$135,000.00)

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The legal form and correctness of the within  
instrument are hereby approved.

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CHIEF LEGAL OFFICER

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Date

**CERTIFICATION**

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or 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.

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CHIEF FINANCIAL OFFICER

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Date

**RESOLUTION NO.: 2017-16**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION BY:**

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF ANGELA RICHARDSON AS AN ASSISTANT PROSECUTOR AND LAW DIRECTOR FOR THE CITY OF MAPLE HEIGHTS COMMENCING FEBRUARY 15, 2017 AND AUTHORIZING A CONTRACT FOR SUCH PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Law Director desires to designate an Assistant Prosecutor and Law Director according to Article IX of the Charter of the City of Maple Heights.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Law Director's appointment of Angela Richardson as an Assistant Prosecutor and Law Director for the City of Maple Heights commencing February 15, 2017, be and the same is hereby approved and ratified.

**Section 2.** The City shall enter into a professional services contract for said services and the Mayor is hereby directed to accept said contract on behalf of the City, a copy of which is on file in the Office of the Clerk of Council.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary for the daily operation of municipal departments, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

## AGREEMENT

This Agreement is entered into effective February 15, 2017 by and between Angela Richardson (“Richardson”) and the City of Maple Heights for the position of Assistant Prosecutor and Law Director.

1. Richardson has been appointed by the Director of Law as an Assistant Prosecutor and Law Director of the City of Maple Heights, Ohio, effective February 15, 2017. Richardson shall serve at the pleasure of the Director of Law. Her duties and compensation shall be as follows:

2. Richardson shall receive a salary for services in the amount of \$769.23 paid on bi-weekly basis beginning February 15, 2017 (\$20,000.00 annualized). Richardson’ salary shall be subject to the contribution by the City and her to OPERS. She shall not be eligible for any other benefits, including health insurance. She shall be entitled to hourly billing for jury trials at the rate of \$125.00 per hour.

3. Richardson shall perform the following services under the direction of the Director of Law:

(a) She shall have the authority to initiate, modify or otherwise dispose of all cases within the jurisdiction of the Maple Heights Mayor’s Court and Garfield Heights Municipal Court involving criminal violations of the Codified Ordinances of the City of Maple Heights and the Revised Code of the State of Ohio, including Building and Zoning Code violations.

(b) She shall have the responsibility of representing the City of Maple Heights, its subdivisions and the State of Ohio in the Maple Heights Mayor’s Court if requested and Garfield Heights Municipal Court on the dates appointed for the Traffic and Appearances Docket, on the dates appointed for pretrials and other related motions on the dates appointed for trial, whether before a judge and/or jury; on the dates appointed for preliminary hearing in felony cases, and in all appellate matters related to the exercise of these duties.

(c) It shall be her collateral duty to aid, assist and counsel the Police Department, the Fire Department and Building Department in criminal investigations and in the preparation of affidavits and warrants relating thereto.

(d) She shall have the further authority to initiate and carry out all administrative functions and procedures necessary for implementing the proper operation of this office.

(e) She shall be available at City Hall for the purpose of representing the City in Mayor’s Court if the Law Director is unavailable, for conducting of general business related to court and/or police operations.

(f) She shall perform such other and further duties as may be directed by the Director of Law and shall confer with him pertaining to the conduct of the legal business of the City at such times as the Director of Law may require.

CITY OF MAPLE HEIGHTS

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Mayor Annette Blackwell

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Angela Richardson

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Law Director Frank Consolo

**RESOLUTION NO.: 2017-17**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MARBURY & ASSOCIATES LLC, EFFECTIVE MARCH 1, 2017, TO PROVIDE AN EMPLOYEE ASSISTANCE PROGRAM TO CITY EMPLOYEES, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor has recommended to Council that it is in the best interests of the City that its employees have access to an employee assistance program and counseling and recommends such services be provided by Marbury & Associates LLC; and

**WHEREAS**, Ja’Nitta Marbury, Ph. D., PCC-S, owner of Marbury & Associates LLC, holds a Ph.D.in Counseling & Human Development Services from Kent State University; an M.A. in Guidance & Counseling Mental Health from Bowling Green State University; a B.S. in Art Therapy from Bowling Green State University; and a B.A.in Psychology from Bowling Green State University; and

**WHEREAS**, Dr. Marbury is a state of Ohio supervising licensed professional clinical counselor, who has more than 10 years of experience working in the mental health field, including research, private practice, community service, publication, professional presentation nationally and internationally, academic instruction, and mentoring, and is very active as a former governing council member of the American Counseling Association and a representative of the Association for Multicultural Counseling and Development; and

**WHEREAS**, through her private practice Dr. Marbury provides diagnostic assessments of mental and emotional disorders, assessment and testing, individual counseling, group counseling, and art as therapy and tailors her counseling services to meet the needs of racial and ethnic minority populations; and

**WHEREAS**, Marbury & Associates LLC will provide EAP counseling services to employees of the City of Maple Heights, which services include, but are not limited to Diagnosing & Treating Mental and Emotional Disorders, Conflict Resolution, Anger Management, Individual/Couples/Family Counseling, Drug and Alcohol Counseling, Stress Management and Hypnotherapy;

**WHEREAS**, Marbury & Associates LLC will provide full-time employees with EAP sessions through the employee’s health insurance and will not charge the employee for the \$10.00 co-pay until after the 12<sup>th</sup> session; and

**WHEREAS**, Marbury & Associates LLC will provide part-time employees with 6 EAP sessions at a cost to the City of \$55 per session and after the 6<sup>th</sup> session part-time employees wishing to continue services would be responsible, not the City, for the discounted per session rate of \$55.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor is authorized and directed to enter into a contract with Marbury & Associates LLC to provide EAP counseling services to employees of the City of Maple Heights, as set forth in the attached contract marked as Exhibit A, which is incorporated as if fully rewritten herein

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that the EAP services are scheduled to begin March 1, 2017, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**MARBURY & ASSOCIATES LLC**  
**EAP [Employee Assistance Program]CONTRACT**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2017, by and between

Enrolled Organization: City of Maple Heights  
(hereinafter referred to as “Enrolled Organization”)

Whose Address Is: 5353 Lee Rd, Located in City/State/Zip: Maple Heights, OH 44137

And Marbury & Associates LLC (hereinafter referred to as “M&A LLC”) whose address is 13940 Cedar Road Suite 407 University Heights, Ohio 44118.

WHEREAS, the City of Maple Heights desires to retain the services of Marbury & Associates LLC, to provide an employee assistance program for employees of the City of Maple Heights..

NOW, THEREFORE, the City of Maple Heights and Marbury & Associates LLC hereby agrees as follows:

**I. DESCRIPTION OF PROGRAM SERVICES**

Beginning March 1, 2017, Marbury & Associates LLC will provide EAP counseling services to employees of the City of Maple Heights-. Services include, but are not limited to:

Diagnosing & Treating Mental and Emotional Disorders  
Conflict Resolution  
Anger Management  
Individual/Couples/Family Counseling  
Drug and Alcohol Counseling  
Stress Management  
Hypnotherapy

Full-time employees are allowed 12 sessions free of charge with my practice billing the individual’s insurance for payment only. After the 12<sup>th</sup> session employees wishing to continue services would be responsible for the \$10 copay required by their insurance.

Part-time employees are allowed 6 sessions free of charge with my practice billing the city of Maple Heights \$55 per session for payment only. After the 12<sup>th</sup> session employees wishing to continue services would be responsible for the discounted per session rate of \$55.

Marbury & Associates would offer the city four free trainings per year on issues of mental health/stress management/conflict resolution/ diversity in the workplace, or any topic within M&A LLC scope of practice that meets the needs of the city.

Marbury & Associates LLC will provide the Enrolled Organization, fulltime employees and their household family members and dependent children living outside the home (listed on their Medical Mutual Insurance policy), starting upon the first day of the first month after Marbury & Associates LLC has received the following from the Enrolled Organization: (1) a signed copy of this agreement, (2) a complete list of all current employees of the Enrolled Organization with full and part-time designation listed.

In providing these services, M&A LLC has assured Enrolled Organization that it will use only Masters level trained mental health professionals for conducting assessment, referral, or brief counseling services.

To provide the services as outlined in this agreement, M&A LLC may subcontract with other providers. This may include mental health or substance abuse professionals or clinics, and other provider networks.

## **II. CONFIDENTIALITY**

M&A LLC will abide by all state and federal laws and regulations, including HIPAA, related to the data privacy rights of clients and confidentiality as required by law concerning the relationship between vendor and clients. M&A LLC will not communicate confidential information to Enrolled Organization without the individual EAP client's written release of information.

## **III. LIABILITY STANDARD and COVERAGE**

Enrolled Organization agrees that it will not attempt to hold M&A LLC, and/or one of its practitioners, liable for a M&A LLC practitioner or network provider's failure to predict, warn of, or take reasonable precautions to provide protection from an individual's (client) violent behavior, unless the individual (client) has communicated to the practitioner a specific, serious threat of physical violence against a specific, clearly identified or identifiable potential victim.

M&A LLC agrees that during the term of this agreement it shall have and keep in force a malpractice insurance policy in the amount of \$1,000,000 per incident \$3,000,000 aggregate and provide the City with current copies of the Declarations page of such insurance

## **IV. FEES AND PAYMENTS**

M&A LLC agrees that it will not charge the City for any fees or costs related to the EAP counseling services except for services related to Critical Incident Response or Substance Abuse Evaluations as set forth in Appendix A, if such services are requested in writing by the City. City employees will only be charged out-of-pocket fees for services as set forth in Section I of this agreement.

## **V. ENTIRE AGREEMENT**

This agreement represents the total and complete agreement between the parties. All prior statements, representations, commitments, and understandings are fully merged herein.

## **VI. AMENDMENT**

This Agreement may not be amended without written consent by each of the parties.

## **VII. TERMINATION**

Either party may terminate this agreement at any time with or without cause upon sixty (60) days written notice. In the case that the Enrolled Organization terminates the agreement, the Standard Fee will not be returned.

## **APPENDIX A – PROGRAM SERVICES**

### **Client Eligibility and Emergency Service**

The “eligible population” shall include all employees of the enrolled organization, their household family members and dependent children living outside the home. After regular business hours, phone counseling is available for mental health concerns only.

Emergency service: Clients in crisis will be connected directly by phone with a mental health professional for crisis counseling. Eligible clients will be offered an appointment within 3 working days of their call. All attempts will be made to see clients in need of more urgent service the same day.

### **Mental Health Assessment and Referral**

This service will consist of a maximum of twelve (12) in-person sessions per eligible fulltime client on a rolling 12 month basis. These 12 sessions will include fulltime employees of the enrolled organization, their household family members and dependent children living outside the home—all parties must be listed on the fulltime employees Medical Mutual Insurance policy. If necessary referrals will be made to the most appropriate and cost-effective resources. The cost for any ongoing treatment or services resulting from the referral(s) will be the responsibility of the client.

### **Workplace Consultation**

M&A LLC will provide consultation, as requested, for any supervisor or manager considering the referral of any employee to the EAP or who requests advice in managing an employee performance/behavior problem. A management consultant will provide coaching and support throughout the process, if needed, and maintain contact with the referring supervisor (provided the necessary consents for release of information are in place). Case management is provided for

supervisory referrals. Management consultations are available by phone via the primary access number.

**Critical Incident Response**

Consists of Critical Incident Response services for traumatic workplace related incidents (such as death, accident, workplace violence, etc.). Up to one hour per incident is included; additional time is available and charged based on an hourly rate of \$250 billed directly to the enrolled organization by M&A LLC. Travel expenses might be incurred and will be negotiated at the time of the site visit schedule and will also be billed directly to the enrolled organization by M&A LLC.

**Promotional and Educational Materials**

Materials may include cards or brochures with contact information, magnets, program posters, and quarterly promotional/educational pieces. Materials will be emailed directly to enrolled organization as a PDF electronic attachment.

**Substance Abuse Evaluations for Safety Sensitive Positions**

Many states require that employees who hold safety sensitive positions and who test positive for drugs or alcohol after a work accident or injury be evaluated by specially trained chemical dependency counselors. M&A LLC Employee Resource can assist enrolled organizations in managing these complex cases for an additional fee of \$300 which will be billed directly to the enrolled organization by M&A LLC, if the enrolled organization agrees in writing to such additional service.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this agreement.

SIGNED BY:

SIGNED BY:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Mayor Annette Blackwell

Printed Name: Ja’Nitta Marbury, Ph.D., PCC-S

Organization: City Of Maple Heights

Organization: Marbury & Associates LLC

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

Date: January 31, 2017

Approved as to form:

\_\_\_\_\_  
Frank Consolo, Law Director

CITY OF MAPLE HEIGHTS  
 2017 Temporary Appropriations Amendment

	<u>Current</u> <u>Appropriations</u>	<u>Additions</u> <u>(Reductions)</u>	<u>Amended</u> <u>Appropriations</u>
<u>GENERAL FUND</u>			
Lands and Buildings - 7160			
Personal Services	\$ 21,100		21,100
Other Expenditures	176,500	6,200	182,700
Total	197,600	6,200	203,800
Miscellaneous - 7170			
Personal Services	\$ 550		550
Other Expenditures	166,000	12,275	178,275
Trans to Fund 212	100,000		100,000
Trans to Fund 252	60,000		60,000
Trans to Fund 390	80,000	-	80,000
Total	406,550	12,275	418,825
 GENERAL FUND TOTAL	 \$ 3,148,050	 18,475	 3,166,525



## STATEMENT OF WORK

Thank you for selecting inSITE Advisory Group to assist with your plans for expansion. The following outlines the scope of services and terms of the agreement between The City of Maple Heights and inSITE Advisory Group.

The Parties agree that this Statement of Work ("SOW") and the Services performed hereunder will be governed by that certain Services Agreement entered between The City of Maple Heights ("Client") and inSITE Advisory Group, LLC ("inSITE"), with an Effective Date of \_\_\_\_\_ (the "Agreement") and will be attached thereto. All capitalized terms used in this SOW not otherwise defined herein have the meaning defined in the Agreement.

### **Project:**

Economic Development Services relative to the Client's development priorities. (the "Project").

**Description of Services:** inSITE agrees to perform the following Services -

- Business representation and tax incentive negotiation
- Identifying and securing grants, tax credits and other incentives
- Site selection to assist in business expansion and relocation
- Market analysis
- Zoning code updates
- Representation at City Council, Planning Commission and Board of Zoning Appeals meetings as needed
- Development of an inventory of available buildings and sites on city website through First Energy's Location One Program

### **Additional Services**

Additional services we provide include annual reporting, (a requirement for both state and local incentives), advisory services for utility and roadway improvements and site and neighborhood re-development initiatives.

Should the need for additional specialty services arise such as legal, architectural, engineering, or services that are beyond the scope of this letter agreement, cost proposals will be presented to you in advance for your approval prior to any work performed.

### **Client Responsibilities:**

Client agrees to provide project information, business plans and other business and financial information (project overview questionnaire) in a timely manner in order for inSITE to negotiate incentive packages through local and state agencies.

### **Fees and Expenses:**

Client agrees to pay inSITE at an hourly rate of \$175.00 for a block of 100 hours beginning January 10, 2017. The first invoice will be submitted to Client upon approval to proceed and on the 1<sup>st</sup> of each month with an account of work performed. In order to continue work without interruption, we will notify you at 80 hours worked to obtain approval to extend the block.

**Termination:**

inSITE agrees to review the status of the Project after 90 days. If Client elects to terminate the project, inSITE and Client agree to terminate the agreement, otherwise, Client and inSITE will continue the engagement the 100-hour block. Client and inSITE may choose to extend agreement at which time, fees can be negotiated.

**The person executing this Statement of Work for Client represents that he or she has authority to enter this legally binding contract on behalf of Client, and that he or she has read and agrees to the terms and conditions contained herein and in the Agreement.**

**inSITE Advisory Group, LLC**

**The City of Maple Heights**

Signature: 

Signature: \_\_\_\_\_

Name: Jennifer Syx

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

Title: President

Title: \_\_\_\_\_

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

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

## **EXHIBIT A - SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made on \_\_\_\_\_ (the "Effective Date") by and between The City of Maple Heights ("Client") and inSITE Advisory Group, LLC, an Ohio limited liability company ("inSITE").

The following outlines the scope of services and terms of agreement between Client and inSITE:

1. **ENGAGEMENT.** Client hereby retains inSITE to perform certain services ("Services") for Client. inSITE will provide the Services according to the terms and subject to the conditions set forth in this Agreement and subsequently executed Statements of Work. During the Term of this Agreement, Client and inSITE will execute addenda to this Agreement defining the Services and work product ("Work Product") to be provided by inSITE, inSITE's compensation and additional terms and conditions, if any, applicable to a particular engagement (each "Statement of Work"). A Statement of Work may provide a schedule for completion of the Services and Work Product required thereunder (the "Schedule") and specifications for deliverables to be provided (the "Specifications"). This Services Agreement and Statements of Work which are executed by the parties will reference this Agreement and will become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work will prevail.

Client may request in writing changes that affect the scope or duration of the Services relating to any Statement of Work. If Client requests such a change then inSITE will promptly notify Client if it believes that an adjustment in the fees to be paid to inSITE with respect to the applicable Statement of Work, or an adjustment to the applicable Schedule or specification, is required. In such case, the parties will negotiate in good faith a reasonable and equitable adjustment in the applicable fees, Schedule and Specifications. inSITE will continue work pursuant to the existing Statement of Work, and will not be bound by any change requested by Client, until such change has been accepted in writing by inSITE.

2. **TERM.** This Agreement will commence on the Effective Date and will continue until inSITE has completed its performance of Services hereunder or until earlier terminated by either party or in accordance with Section 5 of this Agreement (the "Term").

3. **FEES.** Client agrees to compensate inSITE at the compensation set forth in each Statement of Work. In addition, Client will reimburse inSITE at cost for reasonable costs and expenses incurred in performing the Services. Any such costs and expenses that exceed that fall outside the Statement of Work must be approved in writing by the Client in advance. inSITE will invoice Client for expenses during the month following any month in which expenses are incurred.

4. **PAYMENT TERMS.**

a. *Payment.* Invoices for Services and reimbursable expenses will be provided to the Client monthly for Services performed under each Statement of Work. Each invoice will be due and payable thirty (30) days from its date. In the event that Client disputes any fees set forth on an invoice, Client will pay inSITE so much of the fees as are not disputed and will inform inSITE, in writing, within thirty (30) days of the date of the invoice the basis for objecting to the amount of the fees. The parties will work in good faith to resolve the dispute.

b. *Taxes.* Unless Client provides a valid exemption certificate, Client agrees to pay directly or reimburse inSITE for any sales, use, property, value-added or other taxes (excluding taxes based on inSITE's net income) arising out of this Agreement and for which inSITE has the responsibility for collection and submission to the taxing authority.

c. *Additional Payment Terms.* Any payment that is not paid within thirty (30) days of its due date will accrue interest at twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. In addition, Client agrees to pay and indemnify inSITE for any costs, including attorney, legal and other collection fees, incurred by inSITE in the course of collecting undisputed past due amounts through any third party collection services retained by inSITE to collect undisputed unpaid, past due amounts under this Agreement.

5. **TERMINATION.** Either party may terminate this Agreement and/or any outstanding Statement of Work, (a) upon written notice to the other party, in the event that the other party breaches a material term of this Agreement or any Statement of Work and such breach remains unresolved at the end of thirty (30) days after receipt of written notice specifically outlining such breach; or (b) as otherwise provided in a Statement of Work. Upon any termination, all obligations of the parties hereto will terminate, except that all fees and expenses which have been incurred or earned in connection with the performance of the Services by inSITE will be immediately due and payable through and including the effective date of such termination.

6. **LIMITS OF LIABILITY.** INSITE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, OR IMPLIED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. INSITE'S MAXIMUM LIABILITY TO CLIENT ARISING FOR ANY REASON RELATING TO INSITE'S PERFORMANCE OF SERVICES UNDER A STATEMENT OF WORK WILL BE LIMITED TO THE AMOUNT OF FEES PAID TO INSITE FOR THE PERFORMANCE OF SUCH SERVICES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, INSITE AND CLIENT AGREE THAT IN NO EVENT WILL INSITE OR CLIENT BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, USE OR SALES, OR FOR INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.

7. **INDEPENDENT CONTRACTOR.** inSITE is performing the Services as an independent contractor and not as an employee of Client and none of inSITE's personnel will be entitled to receive any compensation, benefits or other incidents of employment from Client. inSITE will be responsible for all taxes and other expenses arising from the employment or relationship between inSITE and its personnel and the rendition of Services hereunder by such personnel to Client. Nothing in this Agreement will be deemed to constitute a partnership or joint venture between Client and inSITE, nor will anything in this Agreement be deemed to constitute inSITE or Client as the agent of the other. Neither inSITE nor Client will be or become liable or bound by any representation, act or omission whatsoever of the other.

8. **SEVERABILITY: GOVERNING LAW.** In the event that any term or provision of this Agreement will be held to be invalid, void or unenforceable, then the remainder of this Agreement will not be affected, impaired or invalidated, and each such term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law provisions. Any action arising under or relating to this Agreement will be brought in the federal or

state courts located in Akron, Ohio. Each party consents to the jurisdiction of the foregoing courts (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein, including any objection under the doctrine of forum non conveniens.

9. **INTEGRATION.** This Agreement, including all attached exhibits and any Statements of Work entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications whether oral or in writing, express or implied. This Agreement may be modified only in writing and will be enforceable in accordance with its terms when signed by each of the parties hereto. No purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) will be of any legal force or effect. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

10. **COUNTERPARTS; FACSIMILES.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Furthermore, delivery of a copy of such signature by facsimile transmission or other electronic exchange methodology will constitute a valid and binding execution and delivery of this Agreement by such party, and such electronic copy will constitute an enforceable original document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Each person signing below represents and warrants that they are duly authorized to bind their respective entities by their signature below.

inSITE Advisory Group, LLC

By:   
Name: Jennifer Syx  
Its: President

Date: January 9, 2017

The City of Maple Heights

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

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

**RESOLUTION NO.: 2017-19**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR TO FILE AN APPLICATION ON BEHALF OF THE CITY OF MAPLE HEIGHTS FOR FUNDING FROM NOACA THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF TWO NEW VEHICLES TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR TRANSPORTATION PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Maple Heights, through its Human Services Department and Senior Center provides transportation services for the elderly and persons with disabilities who reside within the community; and

**WHEREAS**, the Director of Human Services and the Senior Center has advised the Mayor and Council that as part of the City's capital projects it is necessary to replace two vehicles for use in its transportation services; and

**WHEREAS**, the Director of Human Services recommends that the City apply for approximately One Hundred Thousand Dollars (\$100,000.00) in funding to replace such vehicles, from the Northeast Ohio Areawide Coordinating Agency (NOACA) for Cleveland Urbanized Area Federal Transit Administration (FTA) funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310); and

**WHEREAS**, NOACA is designated a recipient of the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) program for the Cleveland Urbanized Area authorized to make grants to public bodies, private nonprofit organizations, and other eligible entities; and

**WHEREAS**, the Enhanced Mobility for Seniors and Individuals with Disabilities program will provide eighty percent (80%) federal funds for capital projects such as this to support alternatives to public transportation projects that assist seniors and individuals with Disabilities, new or expanded transportation services and alternatives that go beyond the requirements of the Americans with Disabilities Act (ADA) of 1990 for individuals with disabilities; and

**WHEREAS**, the City certifies it will provide at least twenty percent (20%) local matching funds, approximately Twenty Thousand Dollars (\$20,000.00), for this capital project to replace two vehicles for use in its transportation services from sources other than Federal Department of Transportation funds; and

**WHEREAS**, the Enhanced Mobility for Seniors and Individuals with Disabilities program is paid on a reimbursement basis requiring the applicant to first expend funds then request reimbursement from NOACA, which will, in turn, request the funds from FTA; and

**WHEREAS**, this capital project is included in the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio; and

**WHEREAS**, the City of Maple Heights agrees to abide by federal requirements as a sub-recipient of FTA funds, including Federal Fiscal Year 2015 Certifications and Assurances inclusive of provisions of Title VI of the Civil Rights Act of 1964, and all subsequent annual Certifications and Assurances during the length of the agreement, including federal procurement, maintenance, useful life, disposition standards, and ongoing reporting; and

**WHEREAS**, the City of Maple Heights is authorized to execute a contract with NOACA if selected for the Enhanced Mobility for Seniors and Individuals with Disabilities program.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor and Human Services Director are authorized to file an application with NOACA for Cleveland Urbanized Area Federal Transit Administration funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310), on behalf of the City of Maple Heights for funding for two new vehicles as more fully set forth in the application on file in the office of the Human Services Director; and further authorizes the Mayor, Finance Director, Human Services Director and/or their authorized representatives to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith, including execution of a contract with NOACA if selected for funding.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is immediately necessary to approve the filing of the application, which is due by March 3, 2017, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO.: 2017-20**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR AND HUMAN SERVICES DIRECTOR TO APPLY FOR, AND ACCEPT AND EXPEND NON-MATCHING GRANT FUNDS FROM, THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT'S 2017 COMMUNITY RECYCLING AWARENESS GRANT IN AN AMOUNT NOT TO EXCEED \$5,000.00, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City's Human Services Director has requested authority from Council to apply for, and accept and expend grant funds from, the Cuyahoga County Solid Waste Management District's 2017 Community Recycling Awareness Grant in an amount not to exceed Five Thousand Dollars (\$5,000.00), which Grant helps communities educate residents about recycling and to increase participation in community sponsored programs. Grant requests shall not exceed Five Thousand Dollars (\$5,000.00) and communities are not required to provide matching funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** Council hereby authorizes the Mayor and Human Services Director to apply for, and accept and expend grant funds from, the Cuyahoga County Solid Waste Management District's 2017 Community Recycling Awareness Grant in an amount not to exceed Five Thousand Dollars (\$5,000.00) and to execute all necessary documents related to same.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that this grant application must be timely filed, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO.: 2017-21**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SENIOR TRANSPORTATION CONNECTION TO CONDUCT THE DAY-TO-DAY CALL CENTER AND SCHEDULING OPERATIONS OF THE CITY'S SENIOR TRANSIT OPERATIONS FOR THE CALENDAR YEAR 2017 IN THE AMOUNT OF SIX HUNDRED NINETY DOLLARS (\$690.00) PER MONTH, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Mayor and Human Services Director have recommended to Council that the City enter into a contract with Senior Transportation Connection to conduct the day-to-day call center and scheduling operations of the City's senior transit operations at a fixed base rate of Six Hundred Ninety Dollars (\$690.00) per month, as set forth in the attached contract marked as Exhibit A, which is incorporated as if fully rewritten herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** The Mayor is authorized and directed to enter a contract with Senior Transportation Connection to conduct the day-to-day call center and scheduling operations of the City's senior transit operations at a fixed base rate of Six Hundred Ninety Dollars (\$690.00) per month, as set forth in the attached contract marked as Exhibit A, which is incorporated as if fully rewritten herein

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary for the daily operation of the City's senior transit, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

## Call Center Services Contract

This Transportation Services Contract (the "Contract"), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between The City of Maple Heights, an Ohio municipality, after this called "Recipient," and Senior Transportation Connection, an Ohio non-profit corporation, after this called "Contractor".

*WHEREAS*, the Recipient desires to retain the services of competent and qualified Contractor to provide certain transportation related services to the Recipient, and;

*WHEREAS*, the Contractor is competent and qualified to furnish services to the Recipient and has provided a responsive and responsible proposal, and desires to provide transportation services according to the terms and conditions stated herein. Now, therefore, in consideration of the mutual covenants, agreements and considerations contained herein, the Recipient and Contractor agree as hereinafter set forth:

### **SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR**

The Contractor shall provide the services required herein strictly under a contractual relationship with the Recipient and is not, nor shall be, construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all applicable taxes required by law. In performing the services hereunder, the Contractor shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, social security and Medicare taxes, Federal unemployment taxes, and any other withholdings from its employees' wages or salaries.

- A) The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide service to other private and public entities.

### **SECTION 2: TERM**

Subject to the termination provisions contained in this Contract, the term of this Contract shall be for the period beginning January 1, 2017 and ending December 31, 2017, unless either party serves written notice to the other party at least ninety (90) days prior to the end of the term.

## SECTION 3: SCOPE OF SERVICES PROVIDED BY THE CONTRACTOR

### OVERVIEW

Contractor shall conduct the day-to-day call center and scheduling operations of the Recipient's senior transit operations. The senior transit service serves senior residents 60 years of age and older, ADA certified individuals, and other individuals requiring trips. Call Center services operate Monday through Friday, 7:00 a.m. to 5:00 p.m., within the specific service areas. The service does not operate on holidays as referenced in Exhibit A. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes, schedules, so as to accommodate ridership.

### FEES

Monthly call and trip volume is estimated at 1,100 individual calls and trips. Volume estimates are presented for planning purposes only, and do not represent a volume guarantee or commitment by the Contractor and/or Recipient

As compensation for the services provided by Contractor the Recipient shall pay the Contractor a fixed base rate of \$690.00 per month.

The Recipient reserves the option, exercisable by reasonable advance written notice to Contractor, of capping the quantity of one-way trip reservations in total or by destination taken by the Contractor per month.

Recipient will be electronically invoiced monthly to

City of Maple Heights  
Attn: Linda Vopat  
15901 Libby Road  
Maple Heights, Ohio 44137

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

**SERVICE AREAS** Service area is commonly defined as the city of Maple Heights, it's incorporated and non-incorporated divisions including the adjacent cities in Cuyahoga County..

The Contractor will operate according to the protocol approved by the Contractor and the Recipient. Changes to that protocol will be discussed and agreed to by both parties, in writing, before becoming effective. The protocol is attached as Exhibit C

### OPERATING SCHEDULE

- A) The normal business hours of service are from 7:00 am to 5:00 pm, Monday through Friday. The Contractor may elect, without obligation, to provide extended service at its sole discretion.

- B) The Contractor maintains a policy on closings in case of weather related conditions and emergencies. This policy is attached as Exhibit B to this Contract. The Contractor will perform trips as scheduled and confirmed with passengers and Recipient.
- C) For all Holidays mandated by the Contractor and/or Recipient shall be observed and service shall not be provided.

**SECTION 4: TRIP RESERVATIONS AND SCHEDULING**

- A) All riders shall be registered with the Recipient and the Contractor prior to being provided transit service. Recipient's staff will adequately assess anyone who has not used the service. If the riders have not provided the appropriate registration information to the Contractor the Recipient shall do so in a timely manner
- B) The Contractor will accept trip requests up to 12:00 noon three days before travel, but typically asks riders to schedule at least 72 hours in advance
- C) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a suggested time.
- D) Transportation manifests will include the passenger's name, the location of each passenger's pick-up and drop-off point, whether the passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the passenger. Manifests will be emailed to Maple Heights transportation staff no later than 3:00 p.m. the one day in advance of scheduled services.
- E) Some trips may be added to the manifest during the same service day, if schedules permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either by phone or by other means determined by the Contractor's dispatcher. Trips cancelled prior to service will be handled in the same manner as add-ons. A log shall be maintained to add-ons, cancellations, and no-shows each day.
- F) Allocations of trips will be based on Contractor's equipment, capacity and geographic location for most effective scheduling.

**WILL-CALL RETURNS / ADD-ON TRIPS**

Some trips cannot be accurately pre-scheduled. A portion of these will-call returns / add-on trips will be transmitted by phone or other means to the Contractor's driver to insert in their previously transmitted manifests, or taxi service may be used at the discretion of the Contractor's dispatcher.

**MONITORING AND SUPERVISION**

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed. Documentation of these occurrences shall be maintained on a dispatcher's log.

**PERFORMANCE LOG**

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

### **REFUSAL OF SERVICE**

The Contractor shall have the ability to refuse service to a passenger referred by Recipient only if it is believed the passenger cannot be transported safely or the passenger is disruptive, abusive or intoxicated. All service denials shall be reported to the Recipient's designee as soon as reasonably practical.

### **SECTION 5: COMPLIANCE WITH REGULATIONS**

The Contractor shall be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting, or advisory body requirements as applicable to the provision of service under this Contract.

### **SECTION 6: SUBCONTRACTING**

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
  - 1) Serves as the sole contact responsible party with the Recipient.
  - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract. Failure of a subcontractor to comply with all requirements can be grounds for termination of the entire Contract.

### **SECTION 7: FACILITIES**

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable and necessary precautions to provide security for any equipment provided by the Recipient, as well as for records of operations.
- D) Telephone/fax/modem
  - 1) Contractor shall equip its administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours.

- 2) Contractor shall be required to provide, at its own expense, a computer with modem and dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

## **SECTION 8: REPORTING**

The Contractor shall provide reports upon request that include:

- A) Information as may be required by Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Provision of any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.
- C) Detailed monthly report including trip activity, no shows, cancellations and trip purposes.
- D) A summary of significant incidents and issues based on the Performance Log specified in Scope of Service herein.

## **SECTION 9: PAYMENTS**

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 3 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 3.

## **SECTION 10: CONTRACTOR'S PERSONNEL**

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
  - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

- 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) Fair Labor Standards Act. The Contractor and any subcontractor shall pay all employees working on this Contract not less than the minimum wage specified in the Fair Labor Standards Act as amended.

## **SECTION 11: COMPLIANCE WITH LAWS AND REGULATIONS**

The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Agreement, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and in particular, that the services performed under the Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on sixty (60) days written notice to the other part. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal Government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

## **SECTION 12: INSURANCE**

- A) Vehicle Insurance. The Contractor shall obtain and maintain during the term of this Contract liability insurance coverage in the amount of at least \$1,000,000/\$5,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date.
- B) General Liability Insurance. Contractor shall obtain Comprehensive General Liability insurance in the amount of at least \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph, underwritten by a carrier acceptable to the Recipient (and having a most recent published rating by A.M. Best Company of "A" or better) indicating that the Recipient and any subcontractor or agent of the Contractor engaged in any work under this Contract are included as additional insured on said policy. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

**SECTION 13: INDEMNIFICATION**

To the fullest extent allowed under law: (a) the Contractor shall indemnify, hold harmless and defend the Recipient, its officers, agents, and employees, from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever resulting from arising out of, or in connection with the Contractor's performance or nonperformance of services pursuant to this Contract, whether said services are performed by the Contractor, its agents, appointees or employees, or on behalf of the Contractor by the Recipient, its agents or employees, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities result from, arise out of, or is in connection with the actions or inactions of the Recipient, its officers, agents, or employees, for the sole benefit of the Recipient and unrelated to the Contractor's performance or nonperformance of its services under this Contract. Indemnification shall obligate the indemnifying party to defend any and all claims and/or suits brought against the indemnified party which may result from the indemnifying party's performance or nonperformance of its services or obligations, as appropriate, pursuant to the Contract, as stated herein. This article shall survive the termination of this Contract.

**SECTION 14: RECORDS**

The parties shall maintain such financial records and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment. Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

**SECTION 15: TERMINATION**

Either Party may terminate this Contract without cause upon 90 days advance written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

**SECTION 16: LEGAL FEES AND WAIVER**

In the event of legal action brought by either party for breach of this Contract, the prevailing party shall be entitled to reimbursement of all reasonable costs, expenses and legal fees incurred in obtaining a remedy to said breach. Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

**SECTION 17: GOVERNING LAW AND VENUE**

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Ohio. Venue in state court shall be in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

#### **SECTION 18: SEVERABILITY**

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

#### **SECTION 18: FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **SECTION 20: NOTICES**

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient: Linda Vopat  
Director of Community Services  
15901 Libby Road  
Maple Heights, Ohio 44137

If to Contractor: Janice Dzigiel  
Executive Director  
Senior Transportation Connection  
4735 W. 150<sup>th</sup> St., Suite A  
Cleveland, Ohio 44135

#### **SECTION 21: ENTIRE CONTRACT**

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations,

agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

**[Signature page to follow]**

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Dated : \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

This \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for said County, personally appeared the above-named \_\_\_\_\_ of the City of Maple Heights who acknowledged that s/he did sign the foregoing instrument on behalf of said municipality and that the same is his/her free act and deed.

\_\_\_\_\_  
Notary Public

CONTRACTOR:

By : \_\_\_\_\_  
Name : Janice M. Dzigiel  
Title : Executive Director  
Dated : \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

This \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, a Notary Public in and for said County, personally appeared the above-named Janice Dzigiel, Executive Director of Senior Transportation Connection, who acknowledged that she did sign the foregoing instrument on behalf of said corporation and that the same is her free act and deed.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Policy: Holidays**

---

The STC recognizes, offices and operations are closed, for the following 8 national holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

**Exhibit B**  
**Policy: Inclement Weather**

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**Purpose:**

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

**STC Responsibilities:**

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

The call center management team and selected call takers will print the manifests for the potentially affected inclement weather days and take them to their homes. The documents will be brought back to the call center and shredded once the call center reopens.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

**Community Responsibilities:**

The local community or organization shall notify the STC if a decision is made to close the community/senior center due to inclement weather. The STC will contact all riders to notify them of closing and ride cancellation.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

Note: If Cuyahoga County offices are closed then meal delivery through the Western Reserve Area Agency on Aging (WRAAA) is cancelled, and meals will not be served at the Centers.

# Maple Heights Operating Protocol

## Exhibit C

Organization **MAPLE HEIGHTS**

Provider: **MAPLE HEIGHTS**

Funder: **MAPLE HEIGHTS**

Office Address: **Maple Heights Senior Center** Phone: **(216) 587-9602**

**15901 Libby Road**

Fax #: **(216) 587-9069**

**Maple Heights, Ohio 44137**

Contact name: Linda Vopat Phone - **(216) 587-5481** or Cell **(216) 403-9507** **DO NOT GIVE OUT!**

E-mail: [lvopat@mapleheightsohio.com](mailto:lvopat@mapleheightsohio.com)

Dispatchers: **BB/Lloyd Knuckles** Phone: **(216) 587-9600**  
**216-587-5472**

**Early Cancells**

Maple Office Hours: **8:00am to 2:30pm**

**Always 3 days advance for medical**

Van operating days and hours: **Monday – Friday 8:00am to 3:00pm**

Van/Drivers/Phone: Only 3 vans in service on any given day.

**207 Raymond Coe 216-780-2336**

**Last pickup 3:15 – 3:30**

**208 Tonya Black 216-319-2012**

**201 Ed Gusky 216-310-4005**

**225 Bernard "BB" Bell 216-310-3991**

**STC Office Hours: Mon. – Fri. 7:00am to 5:00pm**

Registration procedure: Maple Senior Center 216-587-9602

Individual Bookings: YES

Are subscriptions allowed? YES

Any service restrictions: Medical appointments and trips to Senior Center are highest priority. Beauty salon, barber shop, library, etc. are lowest priority

Cancellation procedure: Same as STC Cancellations are to be called into Senior Center 8:00 to 9:00a.m..After 9:00 a.m. please call drivers w/ cancellations.

Fares: All are \$1.00 DONATION EXCEPT Food Bank is \$0 No Pay!!!

Special Information:

Maple Hts. will transport to YMCA in Warrensville.

No individual shopping allowed. Only group shopping

**Aldi's on Northfield Tues. Only.**

**ORDINANCE NO.: 2017-22**  
**INTRODUCED BY:** Mayor Annette M. Blackwell  
**MOTION FOR ADOPTION:**

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Interim Finance Director has prepared a budget for the appropriation of monies for current expenses and other expenditures of the City of Maple Heights, Ohio, for the fiscal year ending December 31, 2017.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Maple Heights County of Cuyahoga and State of Ohio that:

**Section 1.** To provide for the current expenses and other expenditures of the City of Maple Heights, Ohio, during the fiscal year ending December 31, 2017, the Appropriations for the City of Maple Heights is hereby approved. A copy of said Appropriations is on file in the office of the Director of Finance, and attached to this Ordinance as Exhibit "A".

**Section 2.** Ordinance No. 2016-97 is hereby repealed.

**Section 3** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance constitutes an emergency measure necessary for the daily operation of municipal departments and to allow for the annual budget to be adopted as required by law, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>
<u>GENERAL FUND</u>	
Police Department - 1100	
Personal Services	\$ 2,808,894
Other Expenditures	-
Total	<u>2,808,894</u>
Auxilliary Police - 1110	
Personal Services	\$ 61,594
Other Expenditures	-
Total	<u>61,594</u>
Fire Department - 1200	
Personal Services	\$ 2,840,831
Other Expenditures	-
Total	<u>2,840,831</u>
Dispatch - 1300	
Personal Services	\$ 162,876
Other Expenditures	596,047
Total	<u>758,923</u>
School Guards - 1310	
Personal Services	\$ 50,922
Other Expenditures	-
Total	<u>50,922</u>
Jail Administration - 1350	
Personal Services	\$ 469,752
Other Expenditures	35,100
Total	<u>504,852</u>
Public Health - 2000	
Personal Services	\$ -
Other Expenditures	90,701
Total	<u>90,701</u>
Recreation - 3000	
Personal Services	2,319
Other Expenditures	7,725
Total	<u>10,044</u>

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
Building Commissioner - 4000		
Personal Services	\$ 143,886	
Other Expenditures	439,020	
Total		582,906
Zoning Board - 4200		
Personal Services	\$ 4,858	
Other Expenditures	1,000	
Total		5,858
Service Director - 5000		
Personal Services	\$ 42,908	
Other Expenditures	580	
Total		43,488
Mechanics - 5200		
Personal Services	\$ 69,178	
Other Expenditures	13,700	
Total		82,878
Mayors Office - 7110		
Personal Services	\$ 200,850	
Other Expenditures	9,450	
Total		210,300
Finance - 7120		
Personal Services	\$ 265,892	
Other Expenditures	5,550	
Total		271,442
Legal - 7130		
Personal Services	\$ 169,704	
Other Expenditures	33,800	
Total		203,504
Elections - 7140		
Personal Services	-	
Other Expenditures	\$ 50,000	
Total		50,000
Lands and Buildings - 7160		
Personal Services	\$ 63,978	
Other Expenditures	603,400	
Total		667,378

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
Miscellaneous - 7170		
Personal Services	\$	2,000
Other Expenditures		622,100
Trans to Fund 212		260,000
Trans to Fund 252		150,000
Trans to Fund 390		450,000
		-
Total		1,484,100
Civil Service - 7180		
Personal Services	\$	6,577
Other Expenditures		150
Total		6,727
Human Resources		
Personal Services	\$	87,087
Other Expenditures		24,840
Total		111,927
Council - 7210		
Personal Services	\$	117,422
Other Expenditures		13,900
Total		131,322
Clerk of Council - 7220		
Personal Services	\$	62,155
Other Expenditures		430
Total		62,585
Mayors Court		
Personal Services	\$	39,620
Other Expenditures		1,830
Total		41,450
GENERAL FUND TOTAL		11,082,626
	11,082,626	11,082,626

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
COMPUTER FEE FUND - 201		
Personal Services	\$ 31,370	
Other Expenditures	5,000	
Total		36,370
STREET LIGHTING FUND - 212		
Personal Services	-	
Other Expenditures	\$ 526,000	
Total		526,000
POLICE PENSION FUND - 215		
Personal Services	\$ 66,000	
Other Expenditures	-	
Total		66,000
FIRE PENSION FUND - 216		
Personal Services	\$ 66,000	
Other Expenditures	-	
Total		66,000
WATER/SEWER MAINT FUND - 219		
Personal Services	\$ 442,904	
Other Expenditures	252,287	
Total		695,191
POLICE SERV LEVY FUND - 230		
Personal Services	\$ 527,902	
Other Expenditures	-	
Total		527,902
FIRE SERVICE LEVY FUND - 235		
Personal Services	\$ 494,582	
Other Expenditures	-	
Total		494,582

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
SENIOR CTR LEVY FUND - 240		
Senior Services - 3500		
Personal Services	\$	16,298
Other Expenditures		12,280
Total		28,578
Nutrition Services - 3510		
Personal Services	\$	118,480
Other Expenditures		300
Total		118,780
Senior Transportation - 3520		
Personal Services	\$	177,178
Other Expenditures		46,800
Total		223,978
Home Deliverd Meals - 3520		
Personal Services	\$	88,968
Other Expenditures		-
Total		88,968
SENIOR SERV LEVY FUND TOTAL	\$	460,304
	\$	460,304
SOLID WASTE COLLECTION FUND - 251		
Personal Services		131,615
Other Expenditures	\$	1,400,000
Total		1,531,615
AMBULANCE BILLING SERV FUND -252		
Police Dept. -1100		
Personal Services	\$	77,817
Other Expenditures		231,400
Total		309,217
Fire Dept. - 1200		
Personal Services	\$	77,796
Other Expenditures		271,450
Total		349,246
AMBULANCE BILLING FUND TOTAL	\$	658,463
	\$	658,463

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

	<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
FEMA FIRE GRANT FUND - 253		
Personal Services	\$ -	
Other Expenditures	-	
Total		<hr/>
EMS GRANT FUND - 256		
Personal Services	\$ -	
Other Expenditures	-	
Total		<hr/>
STREET CON MNT & REP FUND - 270		
Personal Services	\$ 393,914	
Other Expenditures	282,927	
Total		<hr/> 676,841
STATE HIGHWAY FUND - 271		
Personal Services	\$ 30,000	
Other Expenditures	50,000	
Total		<hr/> 80,000
DRUG LAW ENFORCEMENT FUND - 274		
Personal Services	\$ 13,305	
Other Expenditures	7,000	
Total		<hr/> 20,305
HOUSING FORECLOSURE FUND - 289		
Personal Services	\$ -	
Other Expenditures	10,000	
Total		<hr/> 10,000
SAFER GRANT FUND - 295		
Personal Services	\$ 514,810	
Other Expenditures	-	
Total		<hr/> 514,810
BOND RETIREMENT FUND - 390		
Personal Services	\$ -	
Other Expenditures	1,214,000	
Total		<hr/> 1,214,000

CITY OF MAPLE HEIGHTS  
2017 ANNUAL APPROPRIATIONS

		<u>Jan. 1 to Dec. 31</u> <u>Appropriations</u>	
CAPITAL IMPROVEMENT FUND - 410			
	Personal Services	\$ -	
	Other Expenditures	50,000	
	Total	50,000	50,000
D.A.R.E. PROGRAM FUND - 701			
	Personal Services	\$ 1,614	
	Other Expenditures	-	
	Total	1,614	1,614
MAYORS COURT FUND - 730			
	Personal Services	\$ -	
	Other Expenditures	237,900	
	Total	237,900	237,900
TRUST & AGENCY ESCROW FUND - 736			
	Personal Services	\$ -	
	Other Expenditures	50,000	
	Total	50,000	50,000
OHIO BD BLDG STD FUND - 743			
	Personal Services	\$ -	
	Other Expenditures	4,000	
	Total	4,000	4,000

**RESOLUTION NO.: 2017-26**

**INTRODUCED BY:** Mayor Annette M. Blackwell

**MOTION FOR ADOPTION BY:**

**A RESOLUTION APPROVING THE SALARY OF ROBERT ULEE AS PART-TIME MAINTENANCE MAN, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Service Director has advised the Mayor that it is necessary for the City to employ a part-time maintenance man to perform various general maintenance tasks and repairs on City-owned buildings, which will save the City significant costs of contracting out for such tasks and repairs; and

**WHEREAS**, the Mayor has advised Council that pursuant to Article V, Section 4 of the Charter of the City of Maple Heights, the Mayor has appointed Robert Ulee as a part-time Maintenance Man, working no more than Twenty-Eight (28) hours per week, at an hourly rate of Fifteen Dollars (\$15.00), and with no other compensation or benefits, except OPERS.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

**Section 1.** Pursuant to Article IV of the Charter, the salary of Robert Ulee as a part-time Maintenance Man, working no more than 28 hours per week, at an hourly rate of Fifteen Dollars (\$15.00), and with no other compensation or benefits, except OPERS, is hereby approved.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it is necessary for the daily operation of the City's municipal buildings, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, Council President

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST: \_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

**RESOLUTION NO: 2017-27**

**INTRODUCED BY:** Council President Richard Trojanski and Councilman Ron Jackson

**ADOPTED BY:**

**A RESOLUTION STRONGLY OBJECTING TO THE RECENT PRESIDENTIAL EXECUTIVE ORDER TEMPORARILY BANNING ENTRY INTO THE UNITED STATES FOR MIGRANTS FROM SEVEN MUSLIM-MAJORITY COUNTRIES AND REFUGEES FROM AROUND THE WORLD AND JOINING WITH ALL AMERICANS WHO BELIEVE THAT THE EXECUTIVE ORDER IS UNLAWFUL AND UN-AMERICAN; DECLARING THE CITY OF MAPLE HEIGHTS TO BE A “WELCOMING CITY” AND CALLING UPON THE PEOPLE OF MAPLE HEIGHTS TO JOIN TOGETHER TO BUILD A STRONGER, UNITED COMMUNITY, AND DECLARING AN EMERGENCY**

**WHEREAS**, on Friday, January 27, 2017, the President of the United States issued an Executive Order banning entry into the United States for migrants and U.S. legal residents from Iraq, Iran, Sudan, Somalia, Syria, Libya and Yemen, and for migrants across the globe; and

**WHEREAS**, this Executive Order is anathema to our shared values as a Nation of immigrants, and a Nation that grants relief and safe haven to people from war-torn countries and from religious, ethnic and other forms of persecution; and

**WHEREAS**, this travel ban inflames U.S. relations with Muslim-majority countries, and with all Muslims, and will make the United States less safe from acts of terrorism; and

**WHEREAS**, the success of the United States, the State of Ohio, Cuyahoga County and Maple Heights depend on making all residents feel welcome; and

**WHEREAS**, the City of Maple Heights is a welcoming city to everyone, including immigrants and refugees, who contribute culturally and economically to making our City as well as our region better places and more prosperous and inclusive communities; and

**WHEREAS**, immigrants and refugees contribute new perspectives and ideas, start businesses and contribute to our city’s and region’s diversity; and

**WHEREAS**, this Council honors the spirit of unity that brings neighbors together and makes our community a place where diverse peoples from around the world feel valued; and

**WHEREAS**, all residents of our community are welcomed regardless of their place of birth or their age, race, religion, gender, color or economic status and as such are committed to uniting our efforts to build a stronger community; and

**WHEREAS**, this Executive Order violates the principles embodied in the Constitution of the United States and creates public policy which will erode the trust between public safety agencies and the communities they serve, undermining the safety of cities across the country.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio that:

**Section 1:** The Council of the City of Maple Heights strongly objects to the Presidential

Executive Order temporarily banning entry to the United States for migrants from seven Muslim-majority countries and refugees from around the world and joins with Americans who believe that the travel ban is unlawful and un-American and further, this Council declares Maple Heights, Ohio to be a “Welcoming City” and calls the people of the City to join together to build a stronger, united community.

**Section 2:** The Clerk of Council is directed to transmit a copy of this Resolution to the Office of the President of the United States, Ohio Senators Sherrod Brown and Robert Portman, Congresswoman Marcia Fudge and the National League of Cities.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 4.** This Resolution constitutes an emergency measure necessary for the general welfare of the City, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Richard Trojanski, President of Council

\_\_\_\_\_  
Annette M. Blackwell, Mayor

Approved as to legal form:

\_\_\_\_\_  
Frank Consolo, Director of Law

ATTEST:

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.

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

\_\_\_\_\_  
Leonette F. Cicirella, Clerk of Council