

**CITY OF MAPLE HEIGHTS
COUNCIL MEETING AGENDA**

Maple Heights Senior Center – 7:00 PM

March 4, 2020

- | | | |
|-----|----------------------------------|--|
| 1. | Caucus: 6:30 pm | All members of Council |
| 2. | Call to Order: | Council President Ron Jackson |
| 3. | Invocation/Pledge of Allegiance: | Councilwoman Tanglyn Madden, District 5 |
| 4. | Roll Call: | Council Clerk Leonette Cicirella |
| 5. | Addendum: | |
| 6. | Approval of Minutes: | February 19, 2020 (Regular Meeting of Council) |
| 7. | Communications: | |
| 8. | Council Committee Reports: | |
| 9. | Department Reports: | |
| 10. | Citizens' Comments: | 3-minute limitation |
| 11. | Legislation: | |

2020-17 A RESOLUTION TO PROTECT THE FEDERAL COMMUNITY REINVESTMENT ACT (CRA) BY ENSURING THAT CURRENT EFFORTS TO MODERNIZE REGULATIONS DO NOT UNDERMINE THE INTENT OF THE LAW AND ITS MISSION TO PROTECT LOW-AND MODERATE-INCOME COMMUNITIES ACROSS THE COUNTRY.

Reading 2 (Jones)

2020-25 A RESOLUTION AUTHORIZING THE MAYOR AND LAW DIRECTOR TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-26 AN ORDINANCE AUTHORIZING THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM TO ACCEPT TITLE TO TWELVE (12) VACANT PARCELS IN THE CITY OF MAPLE HEIGHTS OWNED BY THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (CCLRC), AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-27 AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO APPLY FOR, AND IF AWARDED, ACCEPT, WITH MATCHING FUNDS OF 10% OF THE AWARD, A FISCAL YEAR 2019 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR OPERATIONS AND SAFETY EQUIPMENT, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-28 A RESOLUTION DESIGNATING MARCH 2020 AS “MULTIPLE SCLEROSIS EDUCATION AND AWARENESS MONTH” IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 1 (Jackson)

2020-29 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO UPGRADE GUARDRAIL END TREATMENTS ON BROADWAY AVENUE (SR-14) AND ON ROCKSIDE ROAD (CR-53) IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

MOTION: A Motion to authorize the City Engineer and Service Director to assess the condition of roadway pavements in the City of Maple Heights and to prepare plans and cost estimates for review by Council prior to proceeding with a Road Repair Program within the City.

- 12. Expenditures over \$1,000.00**
- 13. Mayor's Report**
- 14. Council & Council President's Reports**
- 15. Adjournment**

RESOLUTION NO.: 2020-17

INTRODUCED BY: Councilwoman Toni Jones

MOTION FOR ADOPTION BY:

A RESOLUTION TO PROTECT THE FEDERAL COMMUNITY REINVESTMENT ACT (CRA) BY ENSURING THAT CURRENT EFFORTS TO MODERNIZE REGULATIONS DO NOT UNDERMINE THE INTENT OF THE LAW AND ITS MISSION TO PROTECT LOW- AND MODERATE-INCOME COMMUNITIES ACROSS THE COUNTRY.

WHEREAS, the Community Reinvestment Act (CRA) was a landmark civil rights law passed in 1977 to discourage the practice of “redlining” by financial institutions, where access to home loans, business loans, and other banking services has either been denied outright or made less available to communities with racial and ethnic minority populations; and

WHEREAS, lack of access to loans and other financial services not only impacts racial and ethnic minorities, but also undermines the housing value of non-minority property owners who live in communities impacted by lack of access; and

WHEREAS, since 1996, according to analysis of bank lending data by the National Community Reinvestment Coalition (NCRC), CRA-covered banks issued almost 29 million small business loans in low- and moderate-income tracts, totaling \$1.156 trillion, and \$1.179 trillion in community development loans that support affordable housing and economic development projects benefiting low- and moderate-income communities; and

WHEREAS, a 2016 review of the CRA examinations of intermediate small banks (ISBs)/mid-sized banks (banks with asset sizes today between \$313 million and \$1.252 billion) found that ISBs produced over \$9.3 billion of community development (CD) loans and grants; and

WHEREAS, despite the gains made from CRA, recent studies published by the Western Reserve Land Conservancy¹, Cleveland State University², the Federal Reserve Bank of Cleveland³ and the Fair Housing Center for Rights and Research⁴ suggest there is still a need for the incentives CRA provides as Cuyahoga suburbs and neighborhoods continue to experience disparities in access to lending; and

WHEREAS, despite the tremendous benefits of CRA to communities, the full potential of

¹ https://www.wrlandconservancy.org/wp-content/uploads/2019/12/Cuyahoga-Home-Mortgage-Lending_12-22-19.pdf

² https://engagedscholarship.csuohio.edu/cgi/viewcontent.cgi?article=2605&context=urban_facpub

³ <https://www.clevelandfed.org/newsroom-and-events/publications/a-look-behind-the-numbers/albtn-20181128-hmda-summary>

⁴ <http://www.thehousingcenter.org/wp-content/uploads/2018/07/Cuyahoga-County-Mortgage-Lending-Patterns-2018-BEST-FOR-PRINT.pdf>

CRA has not been realized because it has not been updated to take into account changes in the banking industry and the economy; independent mortgage companies not covered by CRA now make more than 50 percent of the home mortgage loans in America and financial technology (“Fintech”) companies that operate via the internet are rapidly increasing their lending and are not covered by CRA; and

WHEREAS, notwithstanding the need to modernize CRA, recent changes to CRA regulations proposed by the Federal Deposit Insurance Corporation (FDIC) and the Office of the Comptroller of the Currency (OCC) would, under the guise of modernization, substantially weaken CRA; and

WHEREAS, these proposed changes include:

- allowing banks to get CRA credit for investments in sports stadiums, roads, bridges, and other infrastructure projects that are disconnected from CRA’s purpose of ending redlining and supporting underserved people and their communities;
- raising the asset threshold of banks covered by CRA which would exempt more banks from examination of their community lending and investments;
- allowing banks to choose which of their geographic assessment areas to serve and which to ignore, essentially making redlining legal once again; and
- eliminating the three tests on which banks are currently evaluated (1-lending, 2-investing and 3-providing retail banking services) and replacing these with a single test that would enable banks to, for example, provide branch banking services but no mortgage lending, or invest in major development projects and offer no branch banking services;

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 and Mayor of the City of Maple Heights believe that, in order for CRA to continue to fulfill its intended mission, regulations should be modernized to reflect changes in mortgage lending, technology and markets; however, while CRA can be modernized, it must not be weakened.

Section 2. The Council and Mayor of the City of Maple Heights support and encourage the modernization of CRA to apply it to non-bank institutions that are not presently covered by CRA such as mortgage companies and financial technology (“fintech”) companies.

Section 3. The Council and Mayor of the City of Maple Heights oppose raising the asset threshold of banks covered by CRA, as this would exempt more banks, such as ISBs/mid-sized banks, from examination of their community development lending and investments.

Section 4. The Council and Mayor of the City of Maple Heights oppose permitting banks to ignore geographic assessment areas. Geographic areas must remain the focus of CRA exams for all banks with banks continuing to be graded based on every geography where they lend or receive a significant percentage of their deposits. Banks cannot be allowed to “cherry-pick” where

they lend, or where they do not, or to ignore the credit needs of distressed and vulnerable communities.

Section 5. The Council and Mayor of the City of Maple Heights oppose abandonment of the three-tiered system of evaluating a bank's performance on lending, investment and retail-banking services since all three (3) are critical needs of our community.

Section 6. The Council and Mayor of the City of Maple Heights oppose any proposals that would weaken the penalties for discrimination under CRA.

Section 7. The Council and Mayor of the City of Maple Heights oppose giving CRA credit to banks for investing in large infrastructure projects such as bridges, highways and sports stadiums since allowing credit for these projects weakens the incentive for banks to invest in local housing and community development projects our community needs.

Section 8. The Council and Mayor of the City of Maple Heights support a CRA with a clearly defined grading system that emphasizes lending, bank branches, fair lending performance, and responsible loan products for working class families.

Section 9. The Council and Mayor of the City of Maple Heights support efforts to hold a bank accountable if it has a less than satisfactory CRA exam, or wishes to acquire a bank with a better CRA grade, and urge agencies to recognize and encourage Community Benefit Agreements (CBAs) and efforts that motivate banks to make more loans, investments, and services available to traditionally underserved communities.

Section 10. The Clerk of Council is hereby instructed to submit a certified copy of this resolution by March 9, 2020 to:

Legislative and Regulatory Activities Division,
Office of the Comptroller of the Currency
Re: Docket ID OCC-2018-0008
400 7th Street SW, Suite 3E-218
Washington, DC 20219

Section 11: 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 12. This Resolution constitutes an emergency measure necessary for the public welfare and to meet the deadline for submission to the Comptroller of the Currency 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: _____, 2020

Ron Jackson, 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.: 2020-25

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR AND LAW DIRECTOR TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Maple Heights, Ohio (herein "Municipality") is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted a One Ohio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, nothing in the MOU binds any party to a specific outcome; and

WHEREAS, any resolution under the MOU will require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, Council understands that the purpose of the MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, Council understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State

of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio; and

WHEREAS, Council wishes to agree to the non-binding Memorandum of Understanding,

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 Law Director to accept the One Ohio Memorandum of Understanding (MOU) on behalf of the City.

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 safety, health and welfare and for the further reason that it is necessary to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and the State must receive this Resolution by March 6, 2020 notifying it that the Municipality desires to participate, 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: _____, 2020

Ron Jackson, 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

ORDINANCE NO.: 2020-26

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AUTHORIZING THE MAPLE HEIGHTS LAND REUTILIZATION PROGRAM TO ACCEPT TITLE TO TWELVE (12) VACANT PARCELS IN THE CITY OF MAPLE HEIGHTS OWNED BY THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (CCLRC), AND DECLARING AN EMERGENCY.

WHEREAS, the Maple Heights Land Reutilization Program fosters the return of non-productive land to tax revenue generating status or the devotion thereof to public use; and

WHEREAS, the Cuyahoga County Land Reutilization Corporation (CCLRC) seeks to revitalize neighborhoods, promote economic growth and create job and workforce development opportunities, and assists local governments in effective use and re-use of vacant property; and

WHEREAS, the Cuyahoga County Land Reutilization Corporation (CCLRC) owns the following twelve (12) vacant parcels in the City of Maple Heights, which it desires to transfer to the Maple Heights Land Reutilization Program according to the Conveyance Agreement available in the Office of the Housing Manager:

PPN 782-07-006	18721 RAYMOND ST
PPN 782-07-089	19010 FAIRWAY AVE
PPN 782-11-051	19813 FAIRWAY AVE
PPN 782-16-124	21511 HILLGROVE AVE
PPN 782-17-090	21206 HANSEN RD
PPN 782-19-095	18914 HARLAN DR
PPN 782-24-003	20813 LIBBY RD
PPN 784-28-091	5267 MILO AVE
PPN 784-28-122	5235 FOREST AVE
PPN 785-04-048	15012 KREMS AVE
PPN 785-04-094	15015 TOKAY AVE
PPN 786-01-106	15625 MAPLEWOOD AVE

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

Section 1. The Mayor is hereby authorized to enter into a Conveyance Agreement with the Cuyahoga County Land Reutilization Corporation (CCLRC), a copy of which is available in the office of the Housing Manager, and the Maple Heights Land Reutilization Program is authorized to accept title to the following twelve (12) vacant parcels in the City of Maple Heights, and as listed in the Cuyahoga County Records for the Land Bank in the City of Maple Heights:

PPN 782-07-006	18721 RAYMOND ST
PPN 782-07-089	19010 FAIRWAY AVE
PPN 782-11-051	19813 FAIRWAY AVE
PPN 782-16-124	21511 HILLGROVE AVE
PPN 782-17-090	21206 HANSEN RD
PPN 782-19-095	18914 HARLAN DR
PPN 782-24-003	20813 LIBBY RD
PPN 784-28-091	5267 MILO AVE
PPN 784-28-122	5235 FOREST AVE
PPN 785-04-048	15012 KREMS AVE
PPN 785-04-094	15015 TOKAY AVE
PPN 786-01-106	15625 MAPLEWOOD AVE

Section 2. The Director of Finance is authorized and directed, upon passage of this Ordinance, to send certified copies of this Ordinance to the County Auditor and the County Fiscal Officer requesting that the above-listed 12 parcels in the City of Maple Heights, identified by their respective permanent parcel numbers, and as listed in the Cuyahoga County Records, be exempted from taxation for these City owned properties.

Section 3. According to Article XVI, Section 3 of the Maple Heights Charter, Council hereby waives the requirement that the Council submit this acquisition of land to the Planning & Zoning Commission for their report and recommendation.

Section 4. The Clerk of Council shall enter this transaction into Table “E” of the Special Ordinances entitled, “Acquisition and Disposal of Real Property” at the next codification of the Codified Ordinances of the City of Maple Heights.

Section 5. 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 6. This Ordinance constitutes an emergency measure necessary to expedite the acquisition and tax exemption of the properties 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: _____, 2020

Ron Jackson, 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

ORDINANCE NO.: 2020-27

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AUTHORIZING THE MAYOR AND FIRE CHIEF TO APPLY FOR, AND IF AWARDED, ACCEPT, WITH MATCHING FUNDS OF 10% OF THE AWARD, A FISCAL YEAR 2019 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR OPERATIONS AND SAFETY EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Emergency Management Agency (FEMA) sponsors a grant known as the Assistance to Firefighters Grant (AFG) and is seeking applications through March 13, 2020 for fiscal year (FY) 2019 grants; and

WHEREAS, the primary goal of the AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations and since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, the Mayor and Fire Chief have recommended that the City apply for a FY 2019 AFG for operations and safety equipment and resources in the amount of \$195,000.00 for five (5) LIFEPAK 15 monitors/defibrillators, which if awarded the City would be responsible for 10% of the total amounts awarded, which amount will be \$17,727.28, with FEMA paying \$177,272.72 of the cost;

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

Section 1. Council hereby authorizes the Mayor and Fire Chief to apply for, and if awarded, accept, a FY 2019 AFG grant for operations and safety equipment and resources in the amount of \$195,000.00 for five (5) LIFEPAK 15 monitors/defibrillators, and the Finance Director is authorized to pay \$17,727.28 which is the maximum 10% matching contribution required to be paid by the City if the AFG is awarded, with FEMA paying \$177,272.72 of the cost.

Section 2. Council hereby appropriates \$17,727.28 to cover the cost of the City's share of the AFG.

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 public safety, health and welfare and for the further reason that it is necessary to apply for this AFG grant by March 13, 2020 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: _____, 2020

Ron Jackson, 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 and 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. 2020-28

INTRODUCED BY: Council President Ron Jackson

MOTION FOR ADOPTION BY:

CO-SPONSORED BY:

**A RESOLUTION DESIGNATING MARCH 2020 AS “MULTIPLE SCLEROSIS
EDUCATION AND AWARENESS MONTH” IN THE CITY OF MAPLE
HEIGHTS, AND DECLARING AN EMERGENCY.**

WHEREAS, Multiple Sclerosis (MS) is a chronic, unpredictable disease in which myelin, the protective insulation surrounding nerve fibers, is damaged and replaced by scars of hardened sclerotic tissue, resulting in interference with the transmission of nerve signals; and

WHEREAS, the common symptoms of MS include fatigue, weakness, spasticity, balance problems, bladder and bowel problems, numbness, vision loss, tremors and depression, not all which affect all MS patients, and the course of the disease varies greatly from person to person; and

WHEREAS, it is estimated that more than 2.3 million individuals live with this disease worldwide; and

WHEREAS, MS is more common in women than in men, and most commonly diagnosed in individuals between the ages of 20 and 50, but it can develop in young children, teens, and older adults; and

WHEREAS, although the exact cause of MS is still unknown, researchers hypothesize that a combination of factors may be involved which are being tested including immunologic reactions, viral or other infectious agents, and environmental and genetic factors among the possible causes; and

WHEREAS, although most individuals with MS have a normal or near-normal life expectancy, many individuals with MS require mobility aids because of fatigue, weakness, or balance problems, or to assist with conserving energy; and

WHEREAS, even though there is no cure for MS, many therapeutic and technological advances now help individuals manage their symptoms, and medications can slow the underlying course of MS; and

WHEREAS, National MS Education and Awareness Month is an effort to raise the public's awareness of MS and promote an understanding of the scope of the disease, thereby assisting those with MS to make more educated decisions about their health care; and

WHEREAS, Council recognizes the importance of understanding MS, including its causes and health effects, and of supporting and encouraging education programs and research to develop effective therapies and ultimately a cure for this disease.

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

Section 1. Council of the City of Maple Heights hereby designates March 2020 as Multiple Sclerosis Education and Awareness Month in the City to raise public awareness of multiple sclerosis, to encourage education of this disease, promote early detection strategies and support individuals with multiple sclerosis and their families.

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 safety, health and welfare of the City, and to educate the public about Multiple Sclerosis, 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: _____, 2020

Ron Jackson, 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

PRELIMINARY LEGISLATION

RC 5521.01

ORDINANCE NO.	<u>2020 - 29</u>
PID NO.	<u>111157</u>
CTY-RTE-SEC	<u>D12-GR-FY2020 SAFETY</u>

The following is an ordinance enacted by the City of Maple Heights, Cuyahoga County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Upgrade guardrail end treatments on Broadway Avenue (SR-14) and on Rockside Road (CR-53) in the City of Maple Heights. This work is part of a larger ODOT project to upgrade guardrail end treatments on National Highway System routes within Cuyahoga and Lake counties.

NOW THEREFORE, be it ordained by the Council of the City of Maple Heights, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The entire cost and expense of the construction will be provided by the Department. No financial participation will be required by the LPA.

The LPA agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The Mayor of said City is hereby empowered on behalf of the City to enter into agreements with the Director of Transportation necessary to complete the above described project.

Passed: _____, 2020
DATE

Attested: _____
CLERK

MAYOR

Attested: _____
Title:

PRESIDENT OF COUNCIL

This ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

APPROVED AS TO LEGAL FORM

LAW DIRECTOR
CITY OF MAPLE HEIGHTS

**CERTIFICATE OF COPY
STATE OF OHIO**

The City of Maple Heights, Cuyahoga County, Ohio

I, _____, as Clerk of the City of Maple Heights, Ohio, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the legislative Authority of the said City of Maple Heights on the _____ day of _____, 202____, that the publication of such ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such ordinance have been taken; and that such ordinance and certificate of publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 202____.

CLERK
CITY OF MAPLE HEIGHTS, OHIO

(SEAL)
(If Applicable)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Maple Heights, Ohio

Attest: _____, Date _____
MAYOR

For the State of Ohio

Attest: _____, Date _____
DIRECTOR, OHIO DEPARTMENT OF TRANSPORTATION



Legislative Bulletin

February 21, 2020

MUNICIPALITIES HAVE TWO WEEKS TO VOTE ON AGREEMENT FOR OPIOID SETTLEMENT DOLLARS

Local governments are being asked to vote by March 6 on whether to accept or reject a Memorandum of Understanding (MOU) that would determine how monies would be divided from a prospective multidistrict litigation settlement against opioid manufacturers and distributors.

While not all local governments in Ohio are a part of this multidistrict litigation, all local governments have the opportunity to access funds from the prospective settlement for the purpose of covering expenses incurred by opioid abatement efforts.

As we reported last week, attorneys for the local governments involved in this litigation held a meeting open to all local government leaders where they distributed the initial MOU and asked for input. They released an updated version of the MOU based on that input.

The main components of the MOU remain the same: 30% of the settlement funds would be distributed directly to local governments for costs related to opioid abatement efforts. 55% would be sent to a foundation governed by a board made up of local government leaders that would then regularly vote to distribute the monies among 19 regions. Those regions would be drawn up based on factors including population, opioid overdoses and the number of opioids distributed. The remaining 15% would be distributed to the office of the Ohio Attorney General also for the purposes of covering costs related to opioid abatement efforts.

Local legislative bodies have the next two weeks to vote to either accept or reject this MOU. This can be done via resolution. The municipality can then send a record of their vote to the League, which will in turn send the record of the vote to the attorneys handling the litigation on behalf of Ohio local governments. The League must relay a record of all votes before March 6, which is the deadline by which all votes must be finalized.

Both Gov. DeWine and Attorney General Yost have publicly urged local governments to agree to the MOU to ensure all local governments benefit from the settlement, not just the ones in the litigation. The counsel representing Ohio's local governments in the litigation have pointed out that if the state cannot unite and seek a settlement before the state of Ohio's October trial date, the deadline will have passed for local governments to work together on this issue.

If your municipality passes a resolution accepting or rejecting the MOU, please let the League know immediately due to the upcoming March 6 deadline.

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. “Approved Purpose(s)” shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, “Approved Purpose(s)” will also include past expenditures.
8. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments (“LG Share”), 55% to the Foundation (structure described below) (“Foundation Share”), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio (“State Share”).
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL (“M.D.L.”) Common Benefit fund for fees and expenses and 40% to contingency fees.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
3. The Parties shall create a private 501(c)(3) foundation (“Foundation”) with a governing board (“Board”), a panel of experts (“Expert Panel”), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. Board Composition

a. The Board will consist of 29 members comprising representation from four classes:

- Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
- Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
- Eleven members with one member selected from each non-metropolitan Regions; and
- Eight members, with one member selected from each metropolitan Regions.

b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
- g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor

Dave Yost, Attorney General

FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:

Frank L. Gallucci III

Plevin & Gallucci Co., LPA

Anthony J. Majestro

Powell & Majestro PLLC

Michelle Kranz

Zoll & Kranz, LLC

Donald W. Davis, Jr.

Brennan, Manna & Diamond, LLC

Joe Rice

Motley Rice, LLC

Russell Budd

Baron & Budd, PC

Robert R. Miller

Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.

Seif & McNamee, LLC

James Lowe

Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger

Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler

Law Offices of Kevin M. Butler

We the undersigned ACCEPT / REJECT (Circle One) the One Ohio Memorandum of Understanding (“MOU”). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **ACTION:** Roadside Safety Hardware

Date: MAY 26 2015

From: Tony Furst
Associate Administrator

In Reply Refer To:
HSST

To: Division Administrators
Federal Lands Division Engineers
Safety Field

Purpose

The purpose of this memorandum is to bring to your attention two primary issues related to guardrail end terminals that will require you to take action. As you are aware, we have been closely examining the performance of guardrail end terminals. It's recognized that there are installation and maintenance challenges with these devices. As the construction season starts, and after the heavy winter, this is the appropriate time to pay particular attention to installation and maintenance issues. In this memo, FHWA emphasizes the need to have in place policies and procedures to evaluate the selection of roadside safety hardware relative to the roadway type, configuration and terrain; ensure its proper installation and maintenance; and periodically evaluate its in-service condition. In addition, we are aware there are some obsolete, non-crashworthy guardrail end terminals that still exist on the nation's highway system. We have raised awareness regarding these terminals through previous memoranda issued over a number of years. We strongly recommend that you encourage the removal of pre-NCHRP-350 guardrail end terminals.

Background

It is FHWA policy that roadside safety hardware installed on the National Highway System (NHS) should be in compliance with the crash testing and evaluation criteria contained in the Manual for Assessing Safety Hardware (MASH) or its predecessor the National Cooperative Highway Research Program (NCHRP) Report 350. Devices that are compliant with either of these two sets of criteria are currently considered crashworthy devices.

It is critical that devices be installed and maintained properly so they are in the best position to perform as designed and tested. Attached is a technical brief titled "Selection, Installation, and Maintenance of W-beam Guardrail End Terminals" which highlights general guidelines regarding the selection, installation, and maintenance of W-beam

guardrail end terminals. In addition, common issues of concern are identified with generally accepted practices to address these concerns.

Even when a successfully crash tested device is properly selected, installed, and maintained, individual crashes in the field are unique events and may result in performance that was not observed during crash testing. For this reason, a crash tested device should be monitored for its in-service performance, as indicated in both NCHRP 350 and MASH.

It is known that roadside safety hardware installed prior to the implementation of NCHRP 350 in 1993 remains on the NHS or other roadways across the nation. However, as indicated in the FHWA action memorandum, "Traffic Barrier Safety Policy and Guidance," dated 9/29/1994, non-crashworthy hardware should be removed and replaced with crashworthy roadside hardware at the earliest possible opportunity in concert with the maintenance of the roadway. It has been more than twenty years since that memo was issued and devices listed in that memo are still in service. We strongly recommend that pre-NCHRP 350 guardrail end terminals be removed and replaced.

Action

Please share this memorandum and its enclosure with your State DOT and any city, county or municipality in your State with responsibility for the operation and maintenance of their roadways.

Please ask them to review and, if necessary, update their policies, procedures, standards, and guidelines relative to the selection, installation, maintenance, and in-service evaluations of crashworthy roadside safety hardware on their roadways, specifically:

1. Relative to installation and maintenance of crashworthy roadside safety hardware, it is strongly recommended that they put in place the necessary protocols to ensure that any entity installing or maintaining roadside safety hardware, including contractors or State or local personnel, are capable (e.g., trained, credentialed or authorized by the roadside hardware manufacturer for the installation and maintenance of their hardware) of doing this work.
2. Review standard plans and specifications to ensure that only crashworthy devices are used on the National Highway System (NHS).

Finally, strongly encourage the highway agencies to increase their efforts to systematically upgrade pre-NCHRP 350 guardrail end terminals, particularly those that are on the NHS.

Resources

FHWA's Office of Safety and the Safety and Design Team in FHWA's Resource Center can provide training and technical assistance that focus on the proper selection, installation, and maintenance of guardrail end terminals to State Departments of Transportation (DOTs). Many states have taken advantage of this resource.

FHWA's Office of Safety will offer assistance to help set up pooled fund arrangements to conduct in-service performance evaluations.

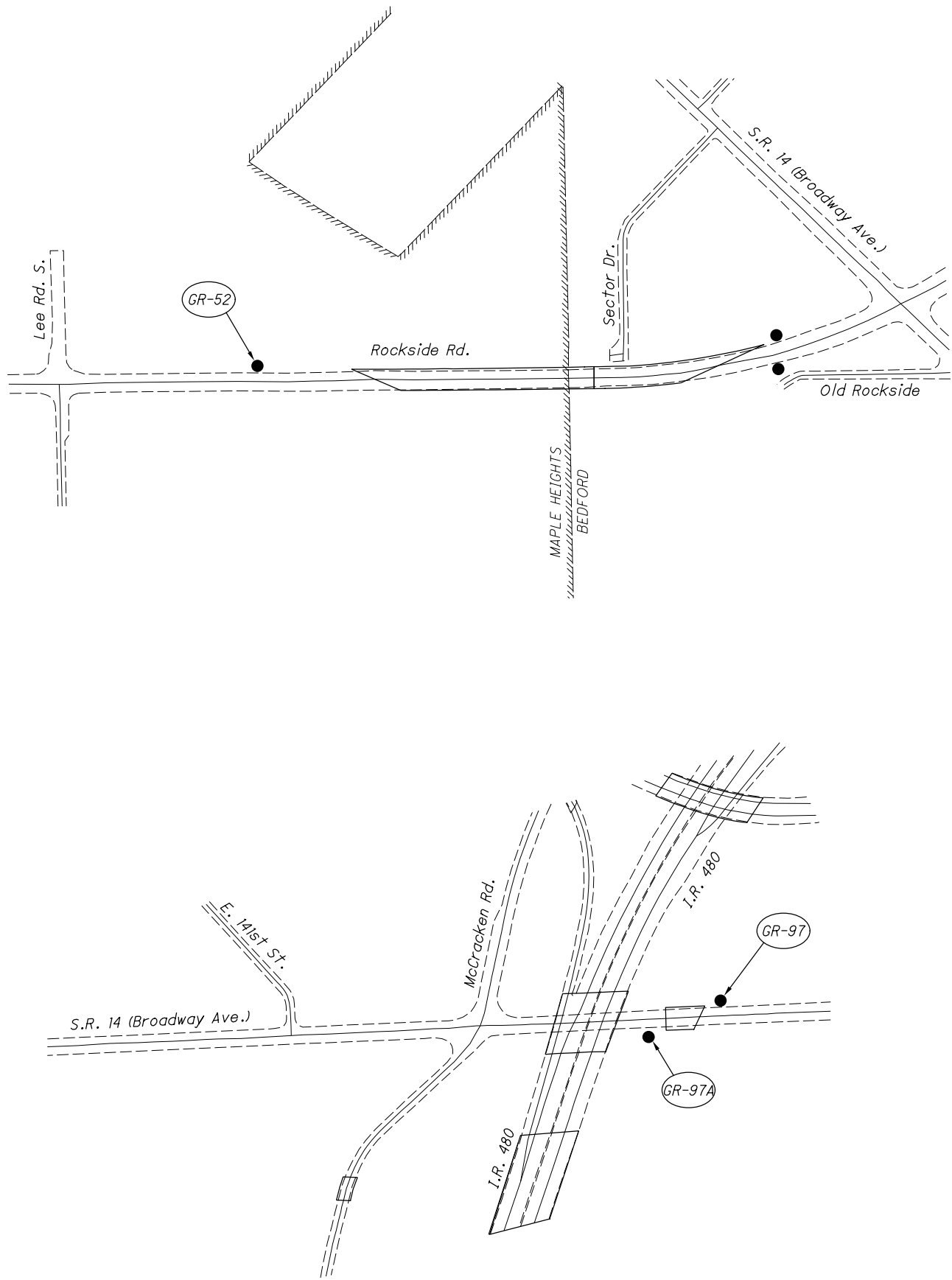
For more information, accessing the above resources, or if you have questions or comments, please contact Will Longstreet at (202)366-0087 or Nick Artimovich at (202)366-1331.

References

- The September 29, 1994, FHWA memorandum, "[Traffic Barrier Safety Policy and Guidance](#)", called for replacement of "blunt ends" and discontinued the use of turned down ends and Breakaway Cable Terminals. The memorandum also suggested a policy to upgrade these terminals.
- The August 18, 1998, FHWA memorandum, "[National Cooperative Highway Research Program \(NCHRP\) Report 350 Hardware Compliance Dates](#)," announced the FHWA-AASHTO Implementation Plan for NCHRP Report 350 hardware. This plan required the upgrade of terminals not meeting NCHRP Report 350 as part of 3R projects on the NHS.
- The October 26, 2004, FHWA memorandum, "[Guidelines for the Selection of W-Beam Barrier Terminals](#)" identified several characteristics of W-beam terminals that need to be understood in order to select the appropriate system including site grading, type of terminal, and terminal layout.
- The November 17, 2005, FHWA memorandum, "[In-service Performance Evaluation and Continuous Monitoring of Roadside Safety Features](#)," identified the need to routinely conduct in-service performance evaluations of crash tested roadside safety hardware.
- The June 26, 2012, FHWA memorandum, "[AASHTO Roadside Design Guide 4th Edition](#)," encourages State DOTs to have a written roadside policy that aligns with the AASHTO Roadside Design Guide, 4th edition.

Attachment

- Technical brief titled "Selection, Installation, and Maintenance of W-Beam Guardrail End Terminals."



	MAPLE HEIGHTS		GUARDRAIL LOCATION MAP	
	CALCULATED JDA		CHECKED JDA	

Agreement for Conveyance

[CCLRC as Grantor]

This Agreement, dated as of this ____ day of _____, 2020 by and between the **Cuyahoga County Land Reutilization Corporation** (Grantor) and the **City of Maple Heights Land Reutilization Program** (Grantee):

Whereas Grantor, a county land reutilization corporation organized and existing under Chapter 1724 of the Ohio Revised Code (R.C.), is the owner of the parcel(s) of land described in Exhibit A, attached hereto and made a part hereof (the Land) which Grantor desires to gift or transfer to Grantee as set forth herein; and

Whereas Grantee, an Ohio municipality, is authorized, and desires, to receive the properties described in Exhibit A attached hereto;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. **Title and Prorations:** For \$1.00 and other good and valuable consideration, Grantor, shall deliver free and clear marketable title in and to the Land to Grantee except for easements, restrictions and covenants of record.
2. **Conveyance and Closing.** This transaction shall close on or about the 1st day of April, 2020 whereupon Grantor shall deliver quit claim deed(s) to the Land, and Grantee shall pay the consideration required herein.
3. **No Warranties or Representation.** Grantor makes no warranties or representations whatsoever as to the condition or quality of the Land, all of which Grantee agrees shall be conveyed in its current "AS IS, WHERE IS" condition.
4. **Law.** This Agreement shall be governed under Ohio law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands on the date shown below, but as of the date heretofore set forth through their duly authorized officer.

Cuyahoga County Land Reutilization Corporation (Grantor)

By: _____
Print Name: _____
Title: _____
Date: _____

City of Maple Heights Land Reutilization Program (Grantee)

By: _____
Print Name: _____
Title: _____
Date: _____

February 2020

**EXHIBIT A
TO AGREEMENT FOR CONVEYANCE
FEBRUARY 2020**

LEGAL DESCRIPTION

782-07-006	18721 RAYMOND ST	MAPLE HEIGHTS
782-07-089	19010 FAIRWAY AVE	MAPLE HEIGHTS
782-11-051	19813 FAIRWAY AVE	MAPLE HEIGHTS
782-16-124	21511 HILLGROVE AVE	MAPLE HEIGHTS
782-17-090	21206 HANSEN RD	MAPLE HEIGHTS
782-19-095	18914 HARLAN DR	MAPLE HEIGHTS
782-24-003	20813 LIBBY RD	MAPLE HEIGHTS
784-28-091	5267 MILO AVE	MAPLE HEIGHTS
784-28-122	5235 FOREST AVE	MAPLE HEIGHTS
785-04-048	15012 KREMS AVE	MAPLE HEIGHTS
785-04-094	15015 TOKAY AVE	MAPLE HEIGHTS
786-01-106	15625 MAPLEWOOD AVE	MAPLE HEIGHTS

LIFEPAK® 15

monitor/defibrillator



For emergency medical services



When you respond to emergencies, you need the most advanced monitor/defibrillator that sets the standard in innovation, operations and toughness.



The LIFEPAK 15 monitor/defibrillator delivers

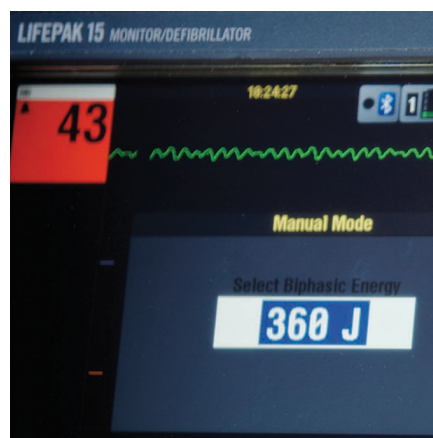
Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.

The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.



Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO₂ with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO₂ and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.¹

Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4} And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4}

The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

Data connectivity

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Upgradable platform

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.



LIFEPAK 15 MONITOR/DEFIBRILLATOR



- ON
- ENERGY SELECT
- CHARGE
- PACER
- RATE
- CURRENT
- PULSE

in the presence of flammable gases.
For use only by qualified personnel.

The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

*A variety of customized service options are available.



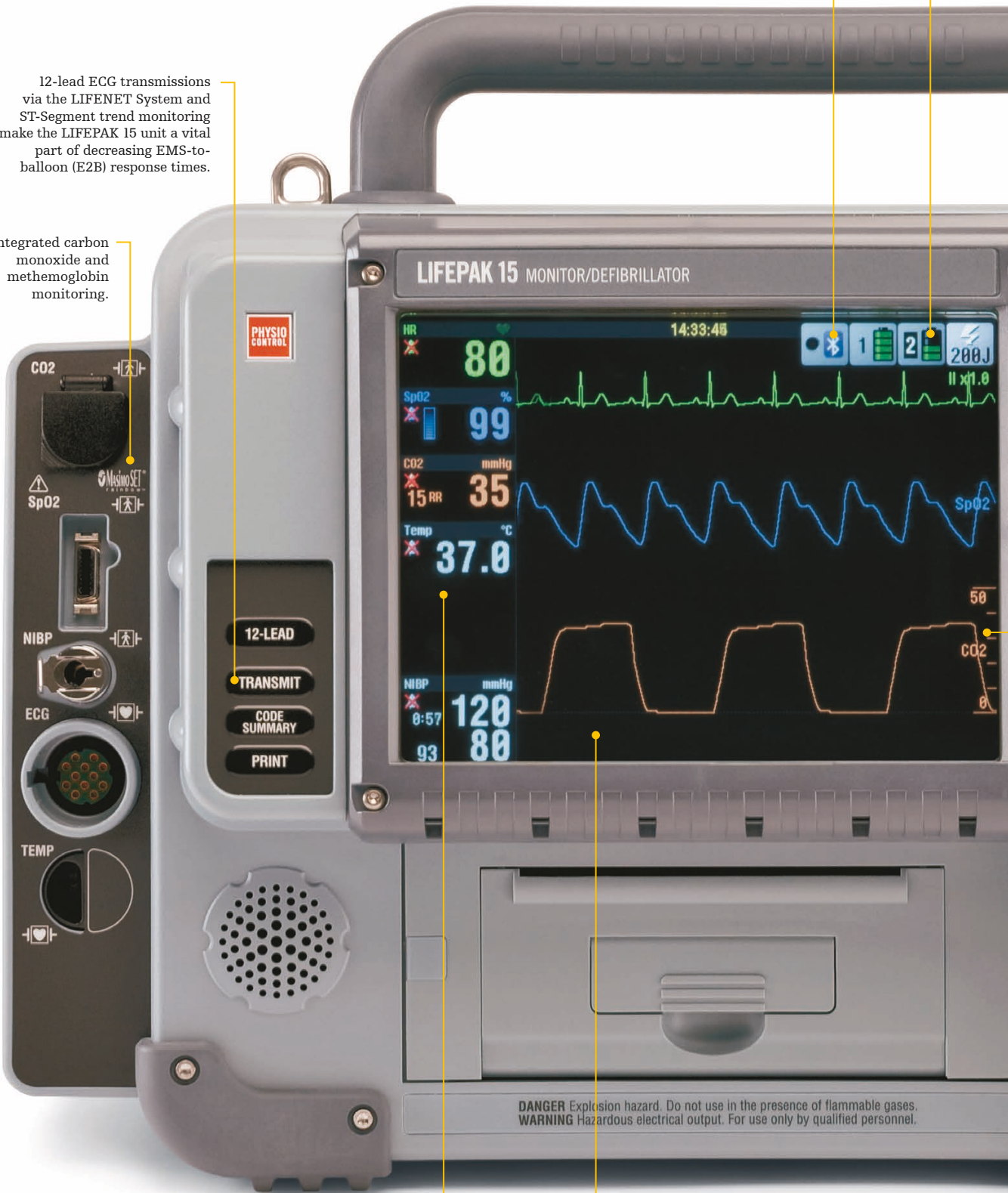
LIFEPAK 15 monitor/defibrillator

The latest lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries and an approximate two-year replacement cycle.

Easy one-touch Bluetooth® data transmission.

12-lead ECG transmissions via the LIFENET System and ST-Segment trend monitoring make the LIFEPAK 15 unit a vital part of decreasing EMS-to-balloon (E2B) response times.

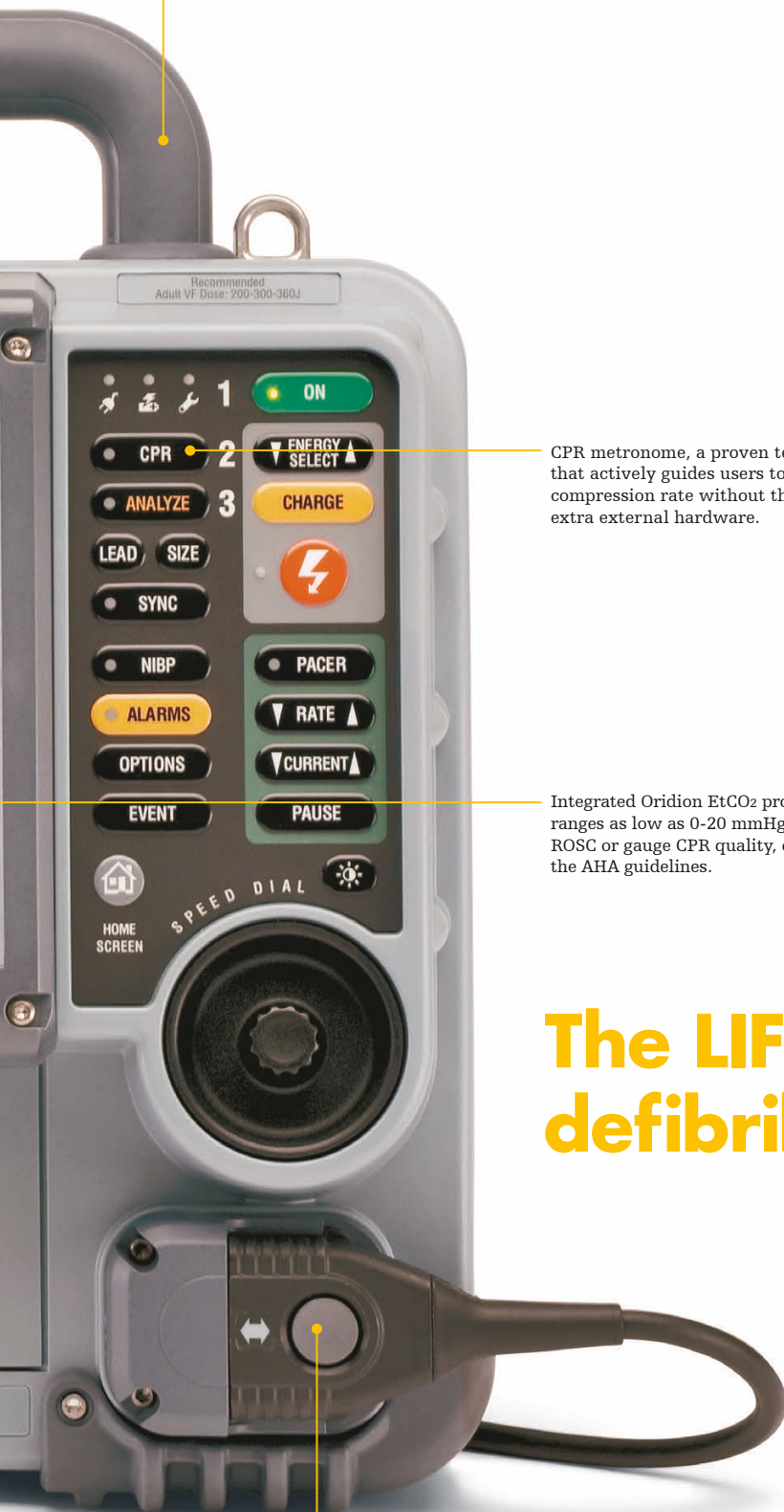
Integrated carbon monoxide and methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue™ mode for best viewing in sunlight.

Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.



CPR metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.

Integrated Oridion EtCO₂ provides waveform ranges as low as 0-20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.

The LIFEPAK 15 monitor/ defibrillator at a glance

Redesigned cable connector for confidence in secure therapy delivery.



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.





A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit www.physio-control.com.

Specifications

General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

Archive mode: for accessing stored patient information.

Setup mode: for changing default settings of the operating functions.

Service mode: for authorized personnel to perform diagnostic tests and calibrations.

Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)

Lithium-ion battery: ≤1.3 lb (0.6 kg)

Accessory bags and shoulder strap: 3.9 lb (1.77 kg)

Standard (hard) paddles: 2.1 lb (0.95 kg)

Height: 12.5 in (31.7 cm)

Width: 15.8 in (40.1 cm)

Depth: 9.1 in (23.1 cm)

Display

Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high
Resolution: display type 640 dot x 480 dot color backlit LCD

User selectable display mode: full color or SunVue™ display high contrast

Display: a minimum of 5 seconds of ECG and alpha- numerics for values, device instructions, or prompts

Display: up to three waveforms

Waveform display sweep speed: 25 mm/sec for ECG, SpO₂, IP, and 12.5 mm/sec for CO₂

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition.

When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz

SpO₂/SpCO/SpMet

Sensors:

- MASIMO® sensors including RAINBOW® sensors
- NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

SpO₂

Displayed saturation range: “<50” for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified)

Adults/pediatrics:

±2 digits (during no motion conditions)

±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO₂ pulsations are detected

SpO₂ update averaging rate user selectable:

4, 8, 12 or 16 seconds

SpO₂ sensitivity user selectable: Normal, High

SpO₂ measurement: Functional SpO₂ values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

±3 digits (during no motion conditions)

±5 digits (during motion conditions)

Optional SpO₂ waveform display with autogain control

SpCO*

SpCO concentration display range: 0 to 40%

SpCO accuracy: ±3 digits

SpMET*

SpMet saturation range: 0 to 15.0%

SpMet display resolution: 0.1% up to 10%

SpMet accuracy: ±1 digit

NIBP

Blood pressure systolic pressure range: 30 to 255 mmHg

Diastolic pressure range: 15 to 220 mmHg

Mean arterial pressure range: 20 to 235 mmHg

Units: mmHg

Blood pressure accuracy: ±5 mmHg

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)

Pulse rate range: 30 to 240 pulses per minute

Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg

Automatic measurement time interval: User selectable, from 2 min to 60 min

Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg

Excessive time: If measurement time exceeds 120 seconds

CO₂

CO₂ range: 0 to 99 mmHg (0 to 13.2 kPa)

Units: mmHg, %, or kPa

Respiration rate accuracy:

- 0 to 70 bpm: ±1 bpm
- 71 to 99 bpm: ±2 bpm

Respiration rate range: 0 to 99 breaths/minute

Rise time: 190 msec

Response time: 3.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10-180 seconds

Ambient pressure: automatically compensated internally

Optional display: CO₂ pressure waveform

- Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge
Transducer Sensitivity: 5µV/V/mmHg

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S

Bandwidth: Digital filtered, DC to 30 Hz (< -3db)

Zero drift: 1 mmHg/hr without transducer drift

Zero adjustment: ±150 mmHg including transducer offset

Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface–Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO₂), PR (NIBP), SpO₂ (%), SpCO (%), SpMet (%), CO₂ (EtCO₂/FiCO₂), RR (CO₂), NIBP, IP1, IP2, ST

Alarms

Quick set: Activates alarms for all active vital signs

VF/VT alarm: Activates continuous (CPSS) monitoring in Manual mode

No breath alarm: Occurs when 30 seconds has elapsed since last detected respiration

Heart rate alarm limit range: Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

12-Lead interpretive algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

Paper size: 3.9 in (100 mm)

Print speed: 25 mm/sec or 12.5 mm/sec

- Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically

Frequency response:

- Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
- Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

Biphasic waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle options: QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual mode

Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles leads off sensing: When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

AED Mode

Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is “SHOCK ADVISED”

Biphasic output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX™ Technology: In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

Pacing mode: Demand or non-demand rate and current defaults

Pacing rate: 40 to 170 PPM

Rate accuracy: ±1.5% over entire range

Output waveform: Monophasic, truncated exponential current pulse (20 ± 1 ms)

Output current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory period: 180 to 280 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

Storage temperature: -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

Relative humidity, operating: 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

Relative humidity, storage: 10 to 95%, non-condensing

Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)

Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g

Shock (drop): 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

Impact, non-operating: EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral

Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

Power adapters: AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

Dual battery: Capability with automatic switching

Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message: Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully-charged batteries, 68°F (20°C)

Operating mode	Defibrillation (360J discharges)			
	Monitoring (minutes)	Pacing (minutes)		
Total capacity to shutdown	Typical	360	340	420
	Minimum	340	320	400
Capacity after low battery	Typical	21	20	30
	Minimum	12	10	6

Battery

Battery specifications

Battery type: Lithium-ion

Weight: ≤1.3 lb (0.6 kg)

Charge time (with fully depleted battery): 4 hours and 15 minutes (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging temperature range: 41° to 113°F (5° to 45°C)

Operating temperature range: 32° to 113°F (0° to 45°C)

Short term (<1 week) storage temperature range: -4° to 140°F (-20° to 60°C)

Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)

Operating and storage humidity range: 5 to 95% relative humidity, non-condensing

References

1. Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
2. Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med*. 2008;168:1063-1069.
3. Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
4. Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of August 2018.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at www.physio-control.com

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Toll free 800 668 8323
Fax 877 247 7925



Physio-Control, Inc., 11811 Willows Road NE, Redmond, WA 98052 USA

City of Maple Heights
Council Expenditures over \$1,000.00
Wednesday, March 04, 2020

Date Requested	APPROVAL NUMBER	Requested By	Fund/Dept. Account	Fund	Department	Account Name	Beginning Overall "Professional Services/ Other" Budget	Department Cost	Remaining Overall "Professional Services/ Other" Budget Balance	VENDOR	ITEM and DESCRIPTION	Add'l \$ Needed	Transfer from Budget Acct
2/27/2020	2020-031	Service Director	100-7160-55071	General	Lands & Buildings	Maintenance & Repairs	\$668,757.05	\$2,100.00	\$666,657.05	Guardian Alarm	Sucrity System for Service Garage		
<i>Total Cost for Approval:</i>								<i>\$2,100.00</i>					
2/10/2020	2020-032	Fire Chief	252-1200-55071	Ambulance Billing	Fire	Maintenance & Repairs	\$229,702.39	\$2,634.96	\$227,067.43	Physio-Control, Inc.	Maintenance plan for CPR devices for August 2018- August 2019		
<i>Total Cost for Approval:</i>								<i>\$2,634.96</i>					
2/20/2020	2020-033	Fire Chief	252-1200-55072	Ambulance Billing	Fire	Parts & Repair	\$227,067.43	\$3,611.79	\$223,455.64	Cerni	Rescue Squad #1 Repairs		
<i>Total Cost for Approval:</i>								<i>\$3,611.79</i>					
2/26/2020	2020-034	Service Director	270-6100-55071	SCMR	Streets	Maintenance & Repairs	\$710,682.98	\$1,350.57	\$709,332.41	Newman Signs, Inc.	Posts for traffic signs.		
<i>Total Cost for Approval:</i>								<i>\$1,350.57</i>	NOTES:				

GRAND TOTAL	\$7,597.32
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All Approved YES NO

Pull Out # _____ Additions # _____
Pull Out # _____ Additions # _____
Pull Out # _____ Additions # _____

City of Maple Heights
Council Expenditures over \$1,000.00
Wednesday, March 04, 2020

Date Requested	APPROVAL NUMBER	Requested By	Fund/Dept. Account	Fund	Department	Account Name	Beginning Overall "Professional Services/ Other" Budget	Department Cost	Remaining Overall "Professional Services/ Other" Budget Balance	VENDOR	ITEM and DESCRIPTION	Add'l \$ Needed	Transfer from Budget Acct
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Council President

(THIS IS NOT A PURCHASE ORDER)

**Council Approval
2020-031**

CITY OF MAPLE HEIGHTS

Department of Administrative Services
Purchasing Division

Date: February 27, 2020

Suggested Supplier: Guardian Alarm

Ship To:

Service Dept.

Address: 9545 Midwest Ave. Ste. P

5501 Dunham Rd.

Cleveland, Oh 44125

Maple Heights, Oh 44137

Telephone No.: 800-437-9770

[illegible]

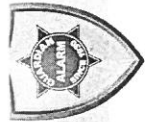
Appropriation Code(s): 60-7160-5587

Requisition By: April Ulee

Approved By:

Competitive Price Quotations:

Date Received by Purchasing Division:



Guardian Security Proposal

Burglar Alarm System		
1.00	Installation/Activation of Security Equipment	
1.00	Locking Lever Spring	
2.00	Long Range Motion Detector	
5.00	50 X 40 DUAL TECH MOTION	
3.00	Commercial Door Contact Surface Mount 2 1/2 in.	
1.00	DMP LCD Thinline Keypad	
1.00	DMP 8 Zone Expander in cabinet	
8.00	Labor Long Wire Run - per 100 feet - Burglar Alarm	
1.00	DMP Verizon LTE Cellular Communicator	
1.00	Standard Commercial Monitoring Services	
1.00	Radio RMR Breakout	
1.00	Maintenance - Commercial Burglar Alarm	
1.00	DMP XR150 Networkable Panel, Panel Only	
1.00	DMP Virtual Keypad App - IP Connected	
Discounted Pricing		
Initial Investment		Monthly Monitoring & Maintenance Fee
\$2,100.00		\$50.00

Additional Options

With 9 Overhead Doors	Installation Fee \$3,218	Monthly Fee \$70.00
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Zero Down/Reduced Up-Front Price Option

Financing options are available that could greatly reduce or eliminate the initial installation investment by converting that amount to a monthly expense. Various terms are available, so please let me know if you would like to learn more about moving this from a capital expense to an operational expense.



GUARDIAN ALARM

INTRUSION · FIRE · ACCESS CONTROL · VIDEO SURVEILLANCE · MEDICAL

Friday, February 21, 2020

Tony Ciresi
ATTN: Tony Ciresi
5501 Dunham Rd
Maple Heights, OH 44137

RE: SECURITY SYSTEMS & OPTIONS

Dear Tony,

Thank you for allowing Guardian Alarm to provide this proposal for addressing your security needs. We truly appreciate the opportunity and look forward to working with you.

In addition to detailing the devices to be installed, services provided and associated pricing, I've also include a brief list of the many benefits to selecting Guardian as your security partner. As *one of the nation's largest privately held security companies*, our dedication to our clients is second to none. Placing your trust in us will put our industry leading experience, *more than 85 years of it*, to work for you and your company.

We appreciate your cooperation in sharing the information needed for us to properly evaluate your situation and needs, and look forward to working with you to implement these enhancements of your overall security and operations.

Please contact me with any questions whatsoever.

Kind Regards,

Mark Keserich
Customer Relations Sales Specialist
Guardian Alarm Company
Office: 8581
Mobile: 216-215-5841

800-STAY-OUT | GuardianAlarm.com

9545 MIDWEST AVE. STE A,
CLEVE 44125
2-739-9199



GUARDIAN ALARM

INTRUSION · FIRE · ACCESS CONTROL · VIDEO SURVEILLANCE · MEDICAL

- *Customer is to provide & maintain all mounting surfaces, mounting posts & underground wire paths*
- *Customer is responsible for maintaining any site vegetation, materials or other barriers that may affect the line-of-site requirements for cameras views*
- *All prices are based on five-year agreement*
- *Maintenance agreement includes parts & labor for all systems*
- *Any system additions may incur addition fees*
- *All permit and submittal fees are in addition to this proposal and to be billed to Customer as cost plus 10%*
- *Additional requirements by the AHJ may incur additional costs*
- *If not included in detail above, rental of Man-Lift, if needed, would be billed to as a pass-through cost to Customer*

Expense Report

AS OF: 03/02/2020

YEAR: 2020

STARTING ACCOUNT: 100716052000

ENDING ACCOUNT: 100716059999

100

GENERAL FUND

ACCOUNT NO./	ACCOUNT DESC/	SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/	Y-T-D EXP/	ENCUMBRANCE/	UNENC BALANCE
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7160	LANDS AND BUILDING	Office Supplies	650.00	390.69	60.97	198.34	
100-7160-52062		Operating Supplies	10000.00	156.88	1779.35	8063.77	
100-7160-52065		Paper	1350.00	0.00	0.00	1350.00	
100-7160-52066		Copy Machines	1850.00	446.97	1340.91	62.12	
100-7160-52150		Telephone	60000.00	5770.97	54125.61	103.42	
100-7160-52155		Electric	100000.00	9499.27	83468.61	7032.12	
100-7160-52165		Gas	45000.00	12771.42	8817.09	23411.49	
100-7160-52175		Water	12000.00	771.51	9158.24	2070.25	
100-7160-52185		Cable/Internet	500.00	0.00	0.00	500.00	
100-7160-55000		Other Administrative	700.00	0.00	0.00	700.00	
100-7160-55015		Professional Fees	6000.00	0.00	0.00	6000.00	
100-7160-55017		Refunds/Reimbursements	150.00	0.00	0.00	150.00	
100-7160-55066		Leases	10000.00	515.30	0.00	9484.70	
100-7160-55070		Equipment	1200.00	0.00	0.00	1200.00	
100-7160-55071		Maintenance	35900.00	1960.37	7856.47	26083.16	
100-7160-55072		Vehicle Parts/ Repairs	5000.00	673.88	434.52	3891.60	
100-7160-55079		Traffic Signal Repairs	10000.00	1983.00	0.00	8017.00	
100-7160-55082		Uniforms	750.00	34.78	565.22	150.00	
100-7160-55900		IT Expenses	93785.85	10499.80	23785.85	59500.20	
100-7160-55902		Insurance	215000.00	20681.00	0.00	194319.00	
100-7160-57010		CDSG Grant	0.00	0.00	930.00	930.00-	
100-7160-57011		Parks Imp Proj-Reim	50000.00	0.00	0.00	50000.00	
100-7160-57012		NOPEC LIGHTING GRANT	79264.50	0.00	0.00	79264.50	
100-7160-57013		Lee/Libby Cost Share Pocket Park	152800.00	72382.01	5357.99	75060.00	
100-7160-57014		OHIO CAPITAL BUDGET	146400.00	33324.62	0.00	113075.38	
TOTAL 7160	LANDS AND BUILDING		1038300.35	171862.47	197680.83	668757.05	
TOTAL 100	GENERAL FUND		1038300.35	171862.47	197680.83	668757.05	
TOTAL REPORT:			1038300.35	171862.47	197680.83	668757.05	



**Council Approval
2020-032**

Ship To: Maple Hts. Fire Dept.

5520 Warr. Ctr. Rd.

Maple Hts., OH 44137

Tax ID: ON FILE

RECEIVED
FEB 2020

TOTAL: \$ 2,634.96

Requisition By: A. Reed

Approved By:

SPR-26-2020

Expense Report

AS OF: 03/02/2020

YEAR: 2020

STARTING ACCOUNT: 252120052000

ENDING ACCOUNT: 252120059999

AMBULANCE BILLING SERVICES

ACCOUNT NO./	ACCOUNT DESC/	TRANS. BUDGET	BUDGET AMT/	Y-T-D EXP/	ENCUMBRANCE/	UNENC BALANCE
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1200	FIRE					
252-1200-52062	Office Supplies	2000.00	269.97	1000.00	730.03	
252-1200-52063	Operating Supplies	10000.00	2800.80	1727.07	5472.13	
252-1200-52149	Cellphone	3500.00	1168.25	0.00	2331.75	
252-1200-52930	Petty Cash	150.00	0.00	0.00	150.00	
252-1200-55005	Drug Screening	3500.00	0.00	0.00	3500.00	
252-1200-55006	Ambulance Collection	500.00	50.00	0.00	450.00	
252-1200-55015	Professional Fees	39000.00	32905.09	2025.51	4069.40	
252-1200-55016	Legal Notices	210.00	0.00	0.00	210.00	
252-1200-55020	Medical Supplies	3000.00	210.32	0.00	2789.68	
252-1200-55059	Membership	4500.00	4050.00	0.00	450.00	
252-1200-55066	Leases	40305.00	233.18	0.00	40071.82	
252-1200-55067	Lease - Fire Truck	43571.53	0.00	0.00	43571.53	
252-1200-55070	Equipment	9200.00	0.00	2942.74	6257.26	
252-1200-55071	Maintenance & Repairs	20000.00	222.49	1563.86	18213.65	
252-1200-55072	Vehicle Parts/ Repairs	45000.00	4827.60	4845.22	35327.18	
252-1200-55080	Gas/Fuel	21000.00	0.00	17000.00	4000.00	
252-1200-55082	Uniforms	8105.00	0.00	0.00	8105.00	
252-1200-55090	IT Expenses	19712.00	0.00	9412.00	10300.00	
252-1200-55095	Outside Contractor	50000.00	6297.04	0.00	43702.96	
TOTAL 1200	FIRE	323253.53	53034.74	40516.40	229702.39	

TOTAL 252	AMBULANCE BILLING SERVICES	323253.53	53034.74	40516.40	229702.39	
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TOTAL REPORT:

323253.53	53034.74	40516.40	229702.39
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Repair Management
BY NAVISTAR

CERNI INTL NORTH COAST
431 RICHMOND - PAINESVILLE, OH 44077
Phone: (011) 440-3520731 - Fax: (011) 440-3543528
Estimate Number: 2791163 - RO Number: N/A
Service Writer: Billie Hill - Date: 2/19/2020 10:51 AM (C)
Currency: USD

Unit No: R1

Maple Heights City

VIN: 1HTJSSKK9GH413784
Model: TERRASTAR SFA-4x2
Engine: MAXXFORCE 7, 300 HP/2800 RPM GOV SPD
Make: International
Delivered: 5/24/2016
In Service: 3 Years 8 Months
Mileage: 0 Eng Hrs: 0

Recall/AFC: No

Contact Name: Bob Gerardi
Position: primary
Phone: (216) 662-6000
E-Mail:
PO Number:

Operation (All Sections)	Labor Cost	Parts Cost	Core Charge	Total Cost
Steering Knuckle Or King Pin (NON-DRIVE AXLE), Replace (1) KING PINS	\$1,220.00	\$164.09	\$0.00	\$1,384.09
Cab Door Glass Regulator (MANUAL OR ELECTRIC), Replace (1) REGULATOR	\$244.00	\$550.15	\$0.00	\$794.15
Cab Door Glass Regulator (MANUAL OR ELECTRIC), Replace (1) REGULATOR	\$244.00	\$1,010.50	\$0.00	\$1,254.50

Notes: [2/19/2020 10:51 AM] - Dealer: QUOTE FOR REPAIRS - FAILED SHOCK
ABSORBERS FRONT AND REAR

Parts: \$1,724.74
Core: \$0.00
Labor: \$1,708.00
Shop: \$170.80
Tax: \$0.00
Haz. Waste: \$8.25
TOTAL: \$3,611.79

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate.

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
DATE: ____/____/____

Expense Report

AS OF: 03/02/2020

YEAR: 2020

STARTING ACCOUNT: 252120052000

ENDING ACCOUNT: 252120059999

252

AMBULANCE BILLING SERVICES

ACCOUNT NO./	ACCOUNT DESC/	TRANS. BUDGET	BUDGET AMT/	Y-T-D EXP/	ENCUMBERANCE/	UNENC BALANCE
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1200 FIRE

252-1200-52062	Office Supplies	2000.00	269.97	1000.00	730.03	
252-1200-52063	Operating Supplies	10000.00	2800.80	1727.07	5472.13	
252-1200-52149	Cellphone	3500.00	1168.25	0.00	2331.75	
252-1200-52930	Petty Cash	150.00	0.00	0.00	150.00	
252-1200-55005	Drug Screening	3500.00	0.00	0.00	3500.00	
252-1200-55006	Ambulance Collection	500.00	50.00	0.00	450.00	
252-1200-55015	Professional Fees	39000.00	32905.09	2025.51	4069.40	
252-1200-55016	Legal Notices	210.00	0.00	0.00	210.00	
252-1200-55020	Medical Supplies	3000.00	210.32	0.00	2789.68	
252-1200-55059	Membership	4500.00	4050.00	0.00	450.00	
252-1200-55066	Leases	40305.00	233.18	0.00	40071.82	
252-1200-55067	Lease - Fire Truck	43571.53	0.00	0.00	43571.53	
252-1200-55070	Equipment	9200.00	0.00	2942.74	6257.26	
252-1200-55071	Maintenance & Repairs	20000.00	222.49	1563.86	18213.65	
252-1200-55072	Vehicle Parts/ Repairs	45000.00	4827.60	4845.22	35327.18	
252-1200-55080	Gas/Fuel	21000.00	0.00	17000.00	4000.00	
252-1200-55082	Uniforms	8105.00	0.00	8105.00	0.00	
252-1200-55090	IT Expenses	19712.00	0.00	9412.00	10300.00	
252-1200-55095	Outside Contractor	50000.00	6297.04	0.00	43702.96	
TOTAL 1200		323253.53	53034.74	40516.40	229702.39	

AMBULANCE BILLING SERVICES

TOTAL 252

TOTAL REPORT:

323253.53	53034.74	40516.40	229702.39
323253.53	53034.74	40516.40	229702.39
323253.53	53034.74	40516.40	229702.39

(263496) 229702.39

Consolidated 2020-132



REQUEST FOR A PURCHASE ORDER
(THIS IS NOT A PURCHASE ORDER)

**Council Approval
2020-034**

Department of Administrative Services
Purchasing Division

Suggested Supplier: Newman Signs Inc. Ship To: Service Dept.

Address: PO Box 1728
Jamestown, ND 58402
Cleveland Ohio 44130

Telephone No.: 800-437-9770

[illegible]

Requisition By: April Ulee

Competitive Price Quotations:

Date Received by Purchasing Division:



QUOTATION

Prices on quote are guaranteed for 30 days

Quote #: TRFQTE026948
Ship Via: MIDWEST

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

Quote Date: 2/20/2020 Customer Number: MAP-03-002
Sales Rep: Elizabeth Tomek FOB: ORIGIN
Payment Terms: Net 30

Bill To:
CITY OF MAPLE HEIGHTS
5353 LEE ROAD
MAPLE HEIGHTS OH, 44137

Ship To:
CITY OF MAPLE HEIGHTS
5353 LEE ROAD
MAPLE HEIGHTS OH, 44137

Header Note: *Thank you, April! Liz*

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	T-UCH-10-2# U-CHANNEL POST 10 FT 2# GREEN	24.00	25.75	618.00
2	T-GLV-PIPE-12 ROUND POSTS 12' (13 GA)	6.00	38.31	229.86
3	T-BKT-5-R238S200F-ZP BRACKET 5.5IN FIXED 2 3/8" & 2" SQ CAP-FLAT W/ZINC PLATED HARDWARE	24.00	3.06	73.44
4	T-BKT-5A-CF360-ZP BRACKET 5.5IN ADJ. X-PIECE-FLAT W/ZINC PLATED HARDWARE	24.00	8.13	195.12
5	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	234.15	234.15
Subtotal:				1,350.57
Tax:				0.00
Total:				\$1,350.57

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

2/26/2020 10:22:02 AM

Expense Report

AS OF: 03/02/2020

YEAR: 2020

STARTING ACCOUNT: 270610052000

ENDING ACCOUNT: 270610059999

S.C.M.& R.

ACCOUNT NO./	ACCOUNT DESC/	SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/	Y-T-D EXP/	ENCUMBRANCE/	UNENC BALANCE
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6100	STREETS	Operating Supplies	10000.00	149.07	0.00	9850.93	
270-6100-52063		Telephone	1000.00	121.74	0.00	878.26	
270-6100-52150		Professional Services	90000.00	0.00	0.00	90000.00	
270-6100-55016		Legal Notices	1400.00	0.00	0.00	1400.00	
270-6100-55066		Lease-Sweeper	39438.00	0.00	0.00	39438.00	
270-6100-55070		Equipment	25000.00	28.72	1524.75	23446.53	
270-6100-55071		Maintenance	6500.00	70.13	429.87	6000.00	
270-6100-55072		Vehicle Parts/ Repairs	50198.80	2141.76	8495.63	39561.41	
270-6100-55078		Pavement Repair	175000.00	134209.15	0.00	40790.85	
270-6100-55080		Gas/Fuel	55000.00	42759.43	20895.99	8655.42-	
270-6100-55082		UNIFORMS	890.77	0.00	240.77	650.00	
270-6100-55095		Outside Contractors	30000.00	0.00	0.00	30000.00	
270-6100-56001		Asphalt Supplies	50000.00	20581.60	6688.40	22730.00	
270-6100-56002		Concrete Supplies	20000.00	0.00	0.00	20000.00	
270-6100-56003		Salt Supplies	92500.00	3040.05	26167.53	63292.42	
270-6100-56004		Safety Supplies	1500.00	0.00	200.00	1300.00	
270-6100-56005		Street Paint Supplies	10000.00	0.00	0.00	10000.00	
270-6100-56006		Maple Avenue	120000.00	0.00	0.00	120000.00	
270-6100-56009		DEOG Projects	200000.00	0.00	0.00	200000.00	
TOTAL 6100	STREETS		978427.57	203101.65	64642.94	710682.98	
TOTAL 270	S.C.M.& R.		978427.57	203101.65	64642.94	710682.98	
TOTAL REPORT:			978427.57	203101.65	64642.94	710682.98	