



**PUBLIC NOTICE
CITY OF MAPLE HEIGHTS
CHANGE IN CONDUCTING OF COUNCIL MEETING AND
AGENDA**

In accordance with Sub. H. B. 197, signed into law by Gov. DeWine on March 27, 2020, notice is hereby given of a change in the **Conducting of, and Order of Business, for the May 20, 2020 Regular Meeting of Council for the City of Maple Heights, Ohio**. This Regular Meeting of Council will be conducted by video/teleconference. The public may access the meeting by the following methods:

By computer (if have a camera and microphone), tablet or smartphone:

1. Download the Go To Meeting App on your computer, tablet or smartphone:
<https://global.gotomeeting.com/install/165984597>
2. Once installed then download the link below onto your computer, tablet or smart phone to join the Council meeting:
<https://www.gotomeet.me/FrankConsolo>

By telephone:

1. Dial **1-646-749-3112**
2. Enter Access Code **165-984-597**

Members of the public will only be allowed to observe and will not be allowed to speak. The Council will suspend all regular items of the Council Meeting agenda except for the Minutes, Legislation and Expenditures. There will be no Caucus Meeting, Reports or Citizens Comments. The video/teleconference meeting will begin at 7:00 p.m.

**Leonette Cicirella Johnson
Clerk of Council
City of Maple Heights**

**CITY OF MAPLE HEIGHTS
COUNCIL MEETING AGENDA**

Via Teleconference– 7:00 PM

May 20, 2020

- | | | |
|-----|----------------------------------|---|
| 1. | Caucus: 6:30 pm | Suspended |
| 2. | Call to Order: | Council President Ron Jackson |
| 3. | Invocation/Pledge of Allegiance: | Suspended |
| 4. | Roll Call: | Council Clerk Leonette Cicirella |
| 5. | Addendum: | |
| 6. | Approval of Minutes: | March 18, 2020 (Regular Meeting of Council) |
| 7. | Communications: | Suspended |
| 8. | Council Committee Reports: | |
| 9. | Department Reports: | Suspended |
| 10. | Citizens' Comments: | Suspended |
| 11. | Legislation: | |

2020-45 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT TO PROVIDE FOR THE HOLLYWOOD AVENUE WATERMAIN REPLACEMENT PROJECT IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 2 (Blackwell)

2020-46 AN ORDINANCE ADOPTING THE ALTERNATIVE TAX BUDGET INFORMATION OF THE CITY OF MAPLE HEIGHTS, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021; SUBMITTING THE SAME TO THE BUDGET COMMISSION OF CUYAHOGA COUNTY; AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-47 AN ORDINANCE PROVIDING FOR AMENDMENT OF THE ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR 2020, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-48 A RESOLUTION PURSUANT TO R.C. 5705.19(Y) AND 5705.25 SUBMITTING TO THE ELECTORS OF THE CITY OF MAPLE HEIGHTS AT THE NOVEMBER 3, 2020 GENERAL ELECTION THE QUESTION OF THE RENEWAL OF AN EXISTING 1.3 MILL TAX LEVY FOR THE PURPOSE OF THE PAYMENT OF CURRENT EXPENSES AND GENERAL OPERATIONS OF THE MAPLE HEIGHTS SENIOR CENTER, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-49 AN ORDINANCE AMENDING SECTION 260.10(a)(4) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING HAZARDOUS DUTY PAY FOR AUXILIARY POLICE OFFICERS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

2020-50 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) TO PROVIDE FUNDING FOR THE SET-UP, OPERATION AND MANAGEMENT OF THE STAFFORD PARK POOL SPRAY GROUND IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.

Reading 1 (Blackwell)

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

Date: May 20, 2020

EXHIBIT A

CITY OF MAPLE HEIGHTS**2020 AMENDED ANNUAL APPROPRIATIONS**

<u>GENERAL FUND</u>	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Police Department - 1100		
Personal Services	\$2,803,919.91	
Other Expenditures	417,729.74	
Total	<u>\$ 3,221,649.65</u>	
Auxiliary Police - 1110		
Personal Services	\$88,292.10	
Other Expenditures	17,500.00	
Total	<u>\$ 105,792.10</u>	
Fire Department - 1200		
Personal Services	\$2,836,435.52	
Other Expenditures	499,211.51	
Total	<u>\$ 3,335,647.03</u>	
Dispatch - 1300		
Personal Services	\$117,077.25	
Other Expenditures	768,870.64	
Total	<u>\$ 885,947.89</u>	
School Guards - 1310		
Personal Services	\$46,295.26	
Other Expenditures	0.00	
Total	<u>\$ 46,295.26</u>	
Jail Administration - 1350		
Personal Services	\$385,054.02	
Other Expenditures	38,750.00	
Total	<u>\$ 423,804.02</u>	
Public Health - 2000		
Personal Services	\$0.00	
Other Expenditures	126,102.00	
Total	<u>\$ 126,102.00</u>	

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Recreation - 3000		
Personal Services	\$0.00	
Other Expenditures	8,950.00	
Total	<u> \$ 8,950.00</u>	
Building Department - 4000		
Personal Services	\$203,794.70	
Other Expenditures	320,980.00	
Total	<u> \$ 524,774.70</u>	
Zoning Board - 4200		
Personal Services	\$5,432.29	
Other Expenditures	2,000.00	
Total	<u> \$ 7,432.29</u>	
Service Administration - 5000		
Personal Services	\$102,847.67	
Other Expenditures	95.00	
Total	<u> \$ 102,942.67</u>	
Mechanics - 5200		
Personal Services	\$76,553.96	
Other Expenditures	12,500.00	
Total	<u> \$ 89,053.96</u>	
Mayors Office - 7110		
Personal Services	\$174,337.45	
Other Expenditures	10,094.78	
Total	<u> \$ 184,432.23</u>	
Finance - 7120		
Personal Services	\$387,207.97	
Other Expenditures	7,650.00	
Total	<u> \$ 394,857.97</u>	
Legal - 7130		
Personal Services	\$180,955.25	
Other Expenditures	\$54,000.00	
Total	<u> \$ 234,955.25</u>	

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Elections - 7140		
Personal Services	0.00	
Other Expenditures	55,000.00	
Total	<u> \$ 55,000.00</u>	
Lands and Buildings - 7160		
Personal Services	\$70,509.83	
Other Expenditures	1,189,914.50	
Total	<u> \$ 1,260,424.33</u>	
Miscellaneous - 7170		
Personal Services	\$15,000.00	
Other Expenditures	\$623,615.37	
Trans to Fund St Light	180,000.00	
Trans to Fund Amb Bill	125,000.00	
Transfer to FEMA Grant	\$0.00	
Trans to Fund Bond Retire	520,000.00	
Advance to EMS Grant	\$0.00	
Advance to FEMA Grant	\$0.00	
Advance to SAFER Grant	\$0.00	
Total	<u> \$1,463,615.37</u>	
Civil Service - 7180		
Personal Services	\$3,174.71	
Other Expenditures	150.00	
Total	<u> \$ 3,324.71</u>	
Human Resources 7190		
Personal Services	\$38,955.90	
Other Expenditures	9,930.00	
Total	<u> \$ 48,885.90</u>	
Council - 7210		
Personal Services	\$116,406.12	
Other Expenditures	19,250.00	
Total	<u> \$ 135,656.12</u>	
Clerk of Council - 7220		
Personal Services	\$63,727.79	
Other Expenditures	1,466.78	
Total	<u> \$ 65,194.57</u>	

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Mayors Court 7300		
Personal Services	\$54,383.97	
Other Expenditures	2,670.00	
Total	<u>\$ 57,053.97</u>	
GENERAL FUND TOTAL	\$12,781,791.99	\$ 12,781,791.99
COMPUTER FEE FUND - 201		
Personal Services	\$43,083.84	
Other Expenditures	20,000.00	
Total	<u>\$ 63,083.84</u>	\$ 67,647.95
STREET LIGHTING FUND - 212		
Personal Services	0.00	
Other Expenditures	\$434,500.00	
Total	<u>\$ 434,500.00</u>	\$ 795,335.58
POLICE PENSION FUND - 215		
Personal Services	\$0.00	
Other Expenditures	417,729.74	
Total	<u>\$ 417,729.74</u>	\$ 475,522.59
FIRE PENSION FUND - 216		
Personal Services	\$0.00	
Other Expenditures	500,128.40	
Total	<u>\$ 500,128.40</u>	\$ 500,141.10
WATER/SEWER MAINT FUND - 219		
Personal Services	\$342,291.07	
Other Expenditures	3,158,101.22	
Total	<u>\$ 3,500,392.29</u>	\$ 3,540,473.56
INMATE Commissary - 224		
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ 30,027.05
POLICE SERV LEVY FUND - 230		
Personal Services	\$596,696.97	
Other Expenditures	0.00	
Total	<u>\$ 596,696.97</u>	\$ 698,593.09

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
FIRE SERVICE LEVY FUND - 235		
Personal Services	\$621,328.45	
Other Expenditures	0.00	
Total	<u>\$ 621,328.45</u>	\$ 703,990.52
SENIOR CTR LEVY FUND - 240		
Senior Services - 3500		
Personal Services	\$0.00	
Other Expenditures	11,155.00	
Total	<u>\$ 11,155.00</u>	
Nutrition Services - 3510		
Personal Services	165,596.08	
Other Expenditures	5,000.00	
Total	<u>\$ 170,596.08</u>	
Senior Transportation - 3520		
Personal Services	160,276.67	
Other Expenditures	24,500.00	
Total	<u>\$ 184,776.67</u>	
Home Delivered Meals - 3530		
Personal Services	92,312.33	
Other Expenditures	0.00	
Total	<u>\$ 92,312.33</u>	
SENIOR SERV LEVY FUND TOTAL	\$ 458,840.08	\$ 657,246.05
SOLID WASTE COLLECTION FUND - 251		
Personal Services	89,910.23	
Other Expenditures	1,741,240.00	
Total	<u>\$ 1,831,150.23</u>	\$ 2,975,145.86

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
AMBULANCE BILLING SERV FUND -252		
Police Dept. -1100		
Personal Services	\$81,262.60	
Other Expenditures	275,495.00	
Total	<u>\$ 356,757.60</u>	
Fire Dept. - 1200		
Personal Services	\$81,177.13	
Other Expenditures	\$313,735.09	
Total	<u>\$ 394,912.22</u>	
AMBULANCE BILLING FUND TOTAL	\$ 751,669.82	\$ 1,076,966.56
FEMA FIRE GRANT FUND - 253		
Personal Services	\$0.00	
Other Expenditures	\$243,701.54	
Total	<u>\$ 243,701.54</u>	\$ 469,710.00
RECREATION DONATION - 254		
Personal Services	\$0.00	
Other Expenditures	\$1,157.00	
Total	<u>\$ 1,157.00</u>	\$ 1,157.50
SMALL BUSINESS GRANT - 255		
COUNTY SBA GRANT	\$115,000.00	
TRANSFER IN FROM 100 - SBA MATC	\$0.00	
Total	<u>\$ 115,000.00</u>	\$ 150,000.00
EMS GRANT FUND - 256		
Personal Services	\$0.00	
Other Expenditures	\$31,265.00	
Total	<u>\$ 31,265.00</u>	\$ 36,003.83
STREET CON MNT & REP FUND - 270		
Personal Services	\$484,691.32	
Other Expenditures	\$1,161,368.00	
Total	<u>\$ 1,646,059.32</u>	\$ 2,109,813.44
STATE HIGHWAY FUND - 271		
Personal Services	\$0.00	
Other Expenditures	\$124,000.00	
Total	<u>\$ 124,000.00</u>	\$ 268,042.54

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
MUNI MOTOR VEHICLE FUND - 272		
Personal Service	\$0.00	
Other Expenditures	\$19,822.00	
Total	<u>\$ 19,822.00</u>	\$ 19,822.50
DRUG LAW ENFORCEMENT FUND - 274		
Personal Services	\$0.00	
Other Expenditures	\$150,000.00	
Total	<u>\$ 150,000.00</u>	\$ 218,884.02
Job Creation Retention Grant - 280		
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ 25,000.00
HOUSING FORECLOSURE FUND - 289		
Personal Services	\$265,758.31	
Other Expenditures	\$50,000.00	
Total	<u>\$ 315,758.31</u>	\$ 374,104.70
HOUSING REVITALIZATION - 290		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ 2,638.47
SAFER GRANT FUND - 295		
Personal Services	\$299,738.87	
Other Expenditures	\$165,000.00	
Total	<u>\$ 464,738.87</u>	\$ 517,306.38
BOND RETIREMENT FUND - 390		
Personal Services	\$0.00	
Other Expenditures	\$1,185,093.76	
Total	<u>\$ 1,185,093.76</u>	\$ 1,193,521.44
CAPITAL IMPROVEMENT FUND - 410		
Personal Services	\$0.00	
Other Expenditures	\$27,204.92	
Total	<u>\$ 27,204.92</u>	\$ 27,204.92

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
STREET IMPROVEMENT - 471		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u> \$ -</u>	\$ 31,962.80
HOME EXTERIOR MAINTENANCE - 480		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u> \$ -</u>	\$ 0.55
RECREATION BANNERS - 560		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u> \$ -</u>	\$ 2,150.85
D.A.R.E. PROGRAM FUND - 701		
Personal Services	\$0.00	
Other Expenditures	\$3,000.00	
Total	<u> \$ 3,000.00</u>	\$ 10,508.27
MAYORS COURT FUND - 730		
Personal Services	\$0.00	
Other Expenditures	\$184,000.00	
Total	<u> \$184,000.00</u>	\$ 723,079.41
ARCH P ENG PLAN - 734		
Personal Services	\$0.00	
Other Expenditures	\$4,365.00	
Total	<u> \$4,365.00</u>	\$ 4,366.77
TRUST & AGENCY ESCROW FUND - 736		
Personal Services	\$0.00	
Other Expenditures	\$80,000.00	
Total	<u> \$80,000.00</u>	\$ 360,967.78
UNCLAIMED MONIES - 738		
Personal Services	\$0.00	
Other Expenditures	\$10,479.84	
Total	<u> \$10,479.84</u>	\$ 10,479.84

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
ENTERPRISE PARK TRUST - 741		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u> </u>	
	\$0.00	\$ 590.44
 OHIO BD BLDG STD FUND - 743		
Personal Services	\$0.00	
Other Expenditures	\$4,500.00	
Total	<u> </u>	
	\$4,500.00	\$ 10,677.56
 GRAND TOTAL	 \$26,567,457.37	 \$ 26,567,457.37 \$ 33,034,561.57

RESOLUTION NO. 2019-45

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT TO PROVIDE FOR THE HOLLYWOOD AVENUE WATERMAIN REPLACEMENT PROJECT IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

WHEREAS, on February 14, 2019 the City Engineer made an application to the City of Cleveland Division of Water to fund the Hollywood Avenue Water Main Replacement Project under the Suburban Water Main Renewal Program (SWMR); and

WHEREAS, the City of Maple Heights had been awarded Seven Hundred Fifty-Two Thousand Thirty-Two Dollars and Zero Cents (\$752,032.0) by the City of Cleveland Division of Water for the replacement of the Hollywood Avenue watermain from Maple Heights Boulevard to Waterbury Avenue; and

WHEREAS, on April 17, 2019, by Resolution 2019-32, Council authorized and directed the City Engineer to begin the preparation of plans and specifications and to provide advertising for bids for the Hollywood Avenue Watermain Replacement Project in the City of Maple Heights; and

WHEREAS, on May 1, 2020, the bids for the Hollywood Avenue Watermain Replacement Project were opened and inspected by the City Engineer to determine the lowest and best bid.

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

Section 1. The Council of the City of Maple Heights hereby authorizes the Mayor to enter into a contract with Catts Construction, Inc., for the Hollywood Avenue Watermain Replacement Project, for a cost not to exceed Five Hundred Ninety-Six Thousand Seven Hundred Sixty-Seven Dollars and Thirty-Six Cents (\$596,767.36), as more fully described in the bid record on file in the Office of the Finance Director in the City of Maple Heights.

Section 2. The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution.

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

Section 4. This Resolution constitutes an emergency measure necessary for the public welfare and to ensure the timely completion of the construction 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

Resolution No. 2020-45
Page Two

ORDINANCE NO. 2020-46

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE ADOPTING THE ALTERNATIVE TAX BUDGET INFORMATION OF THE CITY OF MAPLE HEIGHTS, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021; SUBMITTING THE SAME TO THE BUDGET COMMISSION OF CUYAHOGA COUNTY; AND DECLARING AN EMERGENCY.

WHEREAS, on October 11, 2002, the Cuyahoga County Budget Commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (including schools) to adopt a Tax Budget as provided under O.R.C. Section 5705.281, but instead requires the filing of Alternative Tax Budget Information on an annual basis; and

WHEREAS, the Alternative Tax Budget Information for the City of Maple Heights, Ohio for the fiscal year beginning January 1, 2021 has been prepared and presented to the Council; and

WHEREAS, after due consideration, Council deems it advisable in the interest of the Municipality to adopt the Alternative Tax Budget Information.

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

SECTION 1. The Alternative Tax Budget Information of the City of Maple Heights, Ohio for the fiscal year beginning January 1, 2021, heretofore prepared by the Mayor and Director of Finance and submitted to this Council, copies of which are on file in the offices of the Director of Finance and Clerk of Council, is hereby adopted as the official Alternative Tax Budget Information of the City of Maple Heights, Ohio, for the fiscal year beginning January 1, 2021.

SECTION 2. The Finance Director is authorized and directed to certify a copy of said Alternative Tax Budget Information and a copy of this Ordinance and transmit the same to the Budget Commission of Cuyahoga County, Ohio before July 20, 2020.

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 peace, safety and general welfare of the City and for the further reason that it must be passed by July 15 and certified to the Budget Commission of Cuyahoga County on or before July 20, 2020 to protect the financial resources of the City of Maple Heights, 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2020-47

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE PROVIDING FOR AMENDMENT OF THE ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR 2020, AND DECLARING AN EMERGENCY.

WHEREAS, Council adopted a municipal budget pursuant to **Ordinance No. 2019-104** for the fiscal year January 1, 2020 through December 31, 2020 setting forth certain annual appropriations; and

WHEREAS, the Finance Director has recommended to Council that amendments to the annual appropriation ordinance, as set forth in the attached Exhibit A dated May 20, 2020 which is incorporated as if fully rewritten herein, are necessary to account for certain additional expenditures.

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

Section 1. The annual appropriations of the City, established by **Ordinance No. 2019-104** shall be amended by the Council, as recommended by the Finance Director in accordance with Exhibit A dated May 20, 2020 which is incorporated as if fully rewritten herein, and such amended budget is hereby adopted.

Section 2. To provide for operating expenditures during the fiscal year ending December 31, 2020, the amended appropriations, as recommended by the Finance Director in Exhibit A, are hereby made and the Finance Director is authorized to prepare and submit the amended appropriations set forth in Exhibit A dated May 20, 2020 to the Cuyahoga County Fiscal Officer.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City and for the further reason that the amended appropriations must be immediately made to insure the financial integrity of the City's budget and presented to the County Fiscal Officer. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval by the Mayor; otherwise, it shall become effective at the earliest time 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

RESOLUTION NO. 2020-48

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION PURSUANT TO R.C. 5705.19(Y) AND 5705.25 SUBMITTING TO THE ELECTORS OF THE CITY OF MAPLE HEIGHTS AT THE NOVEMBER 3, 2020 GENERAL ELECTION THE QUESTION OF THE RENEWAL OF AN EXISTING 1.3 MILL TAX LEVY FOR THE PURPOSE OF THE PAYMENT OF CURRENT EXPENSES AND GENERAL OPERATIONS OF THE MAPLE HEIGHTS SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, on May 6, 2020, this Council adopted **Resolution No. 2020-43** pursuant to Sections 5705.03(B) and 5705.19(Y) of the Revised Code declaring it necessary to renew all of an existing 1.3 mill ad valorem tax outside of the ten-mill limitation for the payment of current expenses and general operations of the Maple Heights Senior Center, for five (5) years and requesting that the County Fiscal Officer certify (i) the total current tax valuation of the City, and (ii) the dollar amount of revenue that would be generated by the levy; and

WHEREAS, on May 13, 2020 the County Fiscal Officer certified that (i) the total current tax valuation of the City is \$278,554,630.00 and (ii) the dollar amount of revenue that would be generated by the levy would be \$336,761.00 annually during the life of the levy, assuming that the total tax valuation remains constant throughout the life of the levy.

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

Section 1. This Council finds, determines and declares that the amount of taxes which may be raised by the City of Maple Heights within the ten-mill limitation by levies on the current tax list and duplicate will be insufficient to provide an adequate amount for the necessary requirements of this City, and that it is necessary to renew the tax levy in excess of that limitation at the rate of 1.3 mill for five (5) years for the payment of current expenses and general operations of the Maple Heights Senior Center.

Section 2. The question of the renewal of all of an existing 1.3 mill ad valorem tax outside of the ten-mill limitation for the payment of current expenses and general operations of the Maple Heights Senior Center, for five (5) years, beginning with the tax list and duplicate for the year 2020, the proceeds of which levy first would be available to the City in the calendar year 2021, shall be submitted pursuant to Sections 5705.19(Y) and 5705.25 of the Revised Code to the electors of the City of Maple Heights at an election to be held therein on November 3, 2020, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Board of Elections of Cuyahoga County, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 3. The Clerk of Council be and is hereby authorized and directed to give or cause to be given notice of that election as provided by law.

Section 4. The Clerk of Council be and is hereby directed to immediately deliver a certified copy of this Resolution and the related County Fiscal Officer's Certificate to the Board of Elections of Cuyahoga County, Ohio.

Section 5. 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 6. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that it must be timely filed with the Board of Elections in order to submit the question of the levy for its stated essential purpose to the electors at the November 3, 2020 election, 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

ORDINANCE NO. 2020-49

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

AN ORDINANCE AMENDING SECTION 260.10(a)(4) OF THE CODIFIED ORDINANCES OF THE CITY OF MAPLE HEIGHTS CONCERNING HAZARDOUS DUTY PAY FOR AUXILIARY POLICE OFFICERS, AND DECLARING AN EMERGENCY.

WHEREAS, since 1984, Section 260.10(a)(4) of the Codified Ordinances of the City of Maple Heights has provided Auxiliary Police Officers an additional Fifty Cents (\$0.50) per hour above their regular pay rate for serving on hazardous duty, which regular hourly pay rate, depending on rank, ranges from \$8.50 to \$12.50; and

WHEREAS, Auxiliary Police Officers' duties require them to frequently interact with the public and prisoners, and given the current COVID-19 pandemic, they are increasingly exposed to the hazards of COVID-19; and

WHEREAS, the Police Chief believes the Auxiliary Police Officers' current additional rate of pay for hazardous duty, which dates back 36 years ago, is not fair and reasonable or competitive with other municipalities, considering their low hourly rate of regular pay, and recommends that Section 260.10(a)(4) be amended to permit the Police Chief, in his discretion, to provide additional hourly pay at an hourly rate not to exceed Five Dollars (\$5.00) for hazardous duty;

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

Section 1. Section 260.10 (a)(4) of the Codified Ordinances of the City of Maple Heights is hereby amended to read as follows, with deletions struck through and additions in bold print:

(4) All auxiliary police serving on hazardous duty, as determined by the ~~Director of Safety~~ **Police Chief**, will, **at the discretion of the Police Chief**, receive an additional **amount, not to exceed five dollars (\$5.00)** ~~fifty cents (\$0.50)~~ per hour, above their regular hourly rate.

Section 2. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the publisher of the Codified Ordinances of the City for immediate inclusion of amended Section 260.10(a)(4) in the current print and electronic editions of the City's Codified Ordinances.

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 peace, safety and general welfare of the City and for the further reason that increased hazard pay for auxiliary police offices is immediately necessary to retain them and fairly compensate them for exposing themselves to the continuing hazards of the COVID-19 pandemic, 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

Ordinance No. 2020-49
Page Two

RESOLUTION NO. 2020-50

INTRODUCED BY: Mayor Annette M. Blackwell

MOTION FOR ADOPTION BY:

CO-SPONSORED BY: Council President Ron Jackson

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) TO PROVIDE FUNDING FOR THE SET-UP, OPERATION AND MANAGEMENT OF THE STAFFORD PARK POOL SPRAY GROUND IN THE CITY OF MAPLE HEIGHTS AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and the Human Services Director have sought funding from various county, state and federal agencies for the set-up, operation and management of the Stafford Park Pool Spray ground for the Summer 2020 and Summer 2021 seasons; and

WHEREAS, the Ohio Development Services Agency (ODSA) has approved the release of Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) from the General Revenue Fund, Appropriation Line Item 195503, for fiscal years 2020 and 2021, to the Maple Heights Aquatic Facility for costs associated with the opening and operation of the existing spray ground located at Stafford Park; and

WHEREAS, the City desires to enter into a Grant Agreement with the Ohio Development Services Agency (ODSA), for the period July 1, 2019 to August 31, 2021, and accept funding up to the amount of Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) for the set-up, operation and management of the Stafford Park Pool Spray ground all as more fully set forth in the Grant Agreement, which is attached hereto as Exhibit A, and incorporated as if fully rewritten herein.

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

Section 1. The Mayor is hereby authorized and directed to enter into the Grant Agreement with the Ohio Development Services Agency (ODSA), for the period July 1, 2019 to August 31, 2021, and accept funding up to the amount of Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) to assist with the implementation of services as required for the set-up, operation and management of the Stafford Park Pool Spray ground, all as more fully set forth in the Grant Agreement.

Section 2. The Council of the City of Maple Heights hereby authorizes and directs the Finance Director to amend the appropriations as required for the expenditures outlined within this Resolution:

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

Section 4. This Resolution constitutes an emergency measure necessary for the public welfare and to ensure the timely completion of the construction 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 Cicirella Johnson, Clerk of Council

I, Leonette Cicirella Johnson, 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 Cicirella Johnson, Clerk of Council

City of Maple Heights
5353 Lee Road
Maple Heights, Ohio 44137

May 4, 2020

Attention: Council

Re: Hollywood Avenue Watermain Replacement Project
Bid Opening Results and Contract Award Recommendation

Dear Council,

Sealed bids were opened on Friday May 1, 2020 for the above referenced project. Seven bids were received for the project ranging from a high bid proposal of \$698,977.36 to a low bid proposal of \$596,767.36.

The lowest and best bidder is Catts Construction, Inc., with a bid amount of \$596,767.36. I recommend that Council authorize the Mayor to enter into a contract with Catts Construction, Inc. for the Hollywood Avenue Watermain Replacement Project.

The earliest start date for the project was given as June 29, 2020 and the time of completion for the project was indicated to be 90 days. I would request that Council place this legislation on first reading at the May 6, 2020 Council meeting.

This project is being funded in part by a grant that was received from the Cleveland Water Department under the Suburban Water Main Renewal Program. The work will be inspected by the City's construction inspection consulting firm, Quality Control Inspection (QCI), with the contract administration to be handled jointly between QCI and my office.

Bid tabulations are enclosed for your use. Please feel free to call or email if you have any questions regarding this project prior to the meeting.

Respectfully,



Edward J. Hren, P.E.
Maple Heights City Engineer

cc: Mayor Annette M. Blackwell
Finance Director Tinita Tillman
Law Director Frank Consolo

BID TABULATION
HOLLYWOOD AVENUE WATER MAIN REPLACEMENT
CITY OF MAPLE HEIGHTS

DATE: April 30, 2020
CVE JOB NO. 19216 Engineer's Estimate: \$670,000.00

				Catts Construction, Inc.			Fabrizi Trucking & Paving Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	3	\$1,000.00	\$3,000.00		\$883.33	\$2,649.99
2	8" WATER MAIN w/POLYETHYLENE ENCASEMENT	LF	1,875	\$207.00	\$388,125.00		\$205.35	\$385,031.25
3	1-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$1.00	\$375.00		\$5.72	\$2,145.00
4	2-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$1.00	\$375.00		\$11.44	\$4,290.00
5	3-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$1.00	\$375.00		\$17.15	\$6,431.25
6	8" LINE VALVE AND BOX	EACH	3	\$1,475.00	\$4,425.00		\$1,632.41	\$4,897.23
7	8"x8"x8" TEE w/VALVE	EACH	1	\$5,175.00	\$5,175.00		\$9,852.90	\$9,852.90
8	8"x8" CROSS	EACH	1	\$5,240.00	\$5,240.00		\$11,557.19	\$11,557.19
9	HYDRANT ASSEMBLIES	EACH	6	\$4,516.00	\$27,096.00		\$6,346.71	\$38,080.26
10	SERVICE CONNECTIONS (SHORT)	EACH	35	\$1,215.00	\$42,525.00		\$1,393.06	\$48,757.10
11	SERVICE CONNECTIONS (LONG)	EACH	36	\$1,880.00	\$67,680.00		\$2,190.59	\$78,861.24
12	POUR-THROUGH FILTER AND PITCHER	EACH	71	\$5.00	\$355.00		\$10.00	\$710.00
13	LEAD WATER SERVICE CONNECTION REPLACEMENT ALLOWANCE	LUMP	1	\$12,000.00	\$12,000.00		\$12,000.00	\$12,000.00
14	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,471.36	\$6,471.36		\$6,471.36	\$6,471.36
15	EROSION & SEDIMENT CONTROL	LUMP	1	\$3,400.00	\$3,400.00		\$1,500.00	\$1,500.00
16	WATER MAIN LOWERINGS	EACH	3	\$50.00	\$150.00		\$893.65	\$2,680.95
17	PROJECT CONTINGENCY	LUMP	1	\$30,000.00	\$30,000.00		\$30,000.00	\$30,000.00
	TOTAL PROJECT COST			TOTAL	\$596,767.36		TOTAL	\$645,915.72
				NUMBER OF DAYS TO COMPLETE: 90 Days			NUMBER OF DAYS TO COMPLETE: 90 Days	
				EARLIEST START DATE: June 29, 2020			EARLIEST START DATE: May 25th, 2020	

Terrace Construction Company, Inc.					Don Wartko Construction Inc.		
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	3	\$968.60	\$2,905.80	\$1,300.00	\$3,900.00
2	8" WATER MAIN w/POLYETHYLENE ENCASEMENT	LF	1,875	\$220.30	\$413,062.50	\$200.00	\$375,000.00
3	1-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$4.35	\$1,631.25	\$64.00	\$24,000.00
4	2-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$8.25	\$3,093.75	\$77.00	\$28,875.00
5	3-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$12.50	\$4,687.50	\$95.00	\$35,625.00
6	8" LINE VALVE AND BOX	EACH	3	\$1,213.50	\$3,640.50	\$1,075.00	\$3,225.00
7	8"X8"X8" TEE w/VALVE	EACH	1	\$9,998.35	\$9,998.35	\$4,400.00	\$4,400.00
8	8"x8" CROSS	EACH	1	\$11,280.60	\$11,280.60	\$575.00	\$575.00
9	HYDRANT ASSEMBLIES	EACH	6	\$5,234.70	\$31,408.20	\$4,500.00	\$27,000.00
10	SERVICE CONNECTIONS (SHORT)	EACH	35	\$1,456.10	\$50,963.50	\$1,125.00	\$39,375.00
11	SERVICE CONNECTIONS (LONG)	EACH	36	\$1,524.35	\$54,876.60	\$1,375.00	\$49,500.00
12	POUR-THROUGH FILTER AND PITCHER	EACH	71	\$25.00	\$1,775.00	\$39.00	\$2,769.00
13	LEAD WATER SERVICE CONNECTION REPLACEMENT ALLOWANCE	LUMP	1	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
14	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,471.36	\$6,471.36	\$6,471.36	\$6,471.36
15	EROSION & SEDIMENT CONTROL	LUMP	1	\$9,630.75	\$9,630.75	\$2,000.00	\$2,000.00
16	WATER MAIN LOWERINGS	EACH	3	\$423.00	\$1,269.00	\$4,250.00	\$12,750.00
17	PROJECT CONTINGENCY	LUMP	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
				TOTAL	\$648,694.66	TOTAL	\$657,465.36
				NUMBER OF DAYS TO COMPLETE: 90 Days			
				EARLIEST START DATE: June 15, 2020			

Monte Construction, LLC					Tri Mor Corporation		
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	3	\$900.00	\$2,700.00	\$800.00	\$2,400.00
2	8" WATER MAIN w/POLYETHYLENE ENCASEMENT	LF	1,875	\$240.00	\$450,000.00	\$235.00	\$440,625.00
3	1-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$5.00	\$1,875.00	\$7.00	\$2,625.00
4	2-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$25.00	\$9,375.00	\$14.00	\$5,250.00
5	3-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$2.00	\$750.00	\$21.00	\$7,875.00
6	8" LINE VALVE AND BOX	EACH	3	\$1,600.00	\$4,800.00	\$2,000.00	\$6,000.00
7	8"x8"x8" TEE w/VALVE	EACH	1	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00
8	8"x8" CROSS	EACH	1	\$2,900.00	\$2,900.00	\$1,550.00	\$1,550.00
9	HYDRANT ASSEMBLIES	EACH	6	\$5,000.00	\$30,000.00	\$5,800.00	\$34,800.00
10	SERVICE CONNECTIONS (SHORT)	EACH	35	\$1,600.00	\$56,000.00	\$1,520.00	\$53,200.00
11	SERVICE CONNECTIONS (LONG)	EACH	36	\$1,860.00	\$66,960.00	\$2,000.00	\$72,000.00
12	POUR-THROUGH FILTER AND PITCHER	EACH	71	\$10.00	\$710.00	\$50.00	\$3,550.00
13	LEAD WATER SERVICE CONNECTION REPLACEMENT ALLOWANCE	LUMP	1	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
14	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,471.36	\$6,471.36	\$6,471.36	\$6,471.36
15	EROSION & SEDIMENT CONTROL	LUMP	1	\$500.00	\$500.00	\$2,800.00	\$2,800.00
16	WATER MAIN LOWERINGS	EACH	3	\$100.00	\$300.00	\$3,000.00	\$9,000.00
17	PROJECT CONTINGENCY	LUMP	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
TOTAL PROJECT COST				TOTAL	\$683,341.36	TOTAL	\$693,646.36
				NUMBER OF DAYS TO COMPLETE: 90			
				EARLIEST START DATE: 15 days after N.T.P.			

DIGIOIA-SUBURBAN EXCAVATING, LLC					
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	3	\$1,100.00	\$3,300.00
2	8" WATER MAIN w/POLYETHYLENE ENCASEMENT	LF	1,875	\$217.00	\$406,875.00
3	1-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$11.00	\$4,125.00
4	2-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$23.00	\$8,625.00
5	3-FOOT ADDITIONAL COVER FOR WATER MAIN INSTALLATION	LF	375	\$35.00	\$13,125.00
6	8" LINE VALVE AND BOX	EACH	3	\$1,200.00	\$3,600.00
7	8"x8"x8" TEE w/VALVE	EACH	1	\$8,900.00	\$8,900.00
8	8"x8" CROSS	EACH	1	\$10,000.00	\$10,000.00
9	HYDRANT ASSEMBLIES	EACH	6	\$4,500.00	\$27,000.00
10	SERVICE CONNECTIONS (SHORT)	EACH	35	\$1,700.00	\$59,500.00
11	SERVICE CONNECTIONS (LONG)	EACH	36	\$2,100.00	\$75,600.00
12	POUR-THROUGH FILTER AND PITCHER	EACH	71	\$36.00	\$2,556.00
13	LEAD WATER SERVICE CONNECTION REPLACEMENT ALLOWANCE	LUMP	1	\$12,000.00	\$12,000.00
14	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,471.36	\$6,471.36
15	EROSION & SEDIMENT CONTROL	LUMP	1	\$5,400.00	\$5,400.00
16	WATER MAIN LOWERINGS	EACH	3	\$7,300.00	\$21,900.00
17	PROJECT CONTINGENCY	LUMP	1	\$30,000.00	\$30,000.00
TOTAL PROJECT COST				TOTAL	\$698,977.36
				NUMBER OF DAYS TO COMPLETE: 150 Days	
				EARLIEST START DATE: June 1, 2020	

PY 2019 State Special Project

State of Ohio Ohio Housing Trust Fund (OHTF) Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency (the "Grantor") and **City of Maple Heights** (the "Grantee"), for the period **July 1, 2019 to August 31, 2021**.

Background Information

- A. Ohio Revised Code Section 174.02 created the Low- and Moderate-Income Housing Trust Fund ("OHTF") in the State Treasury to provide housing and housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county recorders pursuant to Ohio Revised Code 319.63, grants, gifts, loan repayments and contributions of money including the earnings from the investment of the fund.
- B. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$58,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A: Scope of Work. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or

PY 2019 State Special Project

termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD Program Policy 18-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDKnowledgeArticles/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications**, which is attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

PY 2019 State Special Project

11. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of **Attachment E: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights**. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work
13. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
14. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
15. **Termination**
 - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location.

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The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
18. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07 – Resolving a Potential Conflict of Interest**.
19. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
20. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in

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connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 21. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 22. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 23. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 24. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

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- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
- City of Maple Heights
5353 Lee Rd Maple Heights Ohio
Attn: Annette Blackwell, CEO
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 18-01 – Grant Operations and Financial Management Policy**.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

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- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01 – Responsibility for Grant Administration.**
- j. **Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

City of Maple Heights
Annette Blackwell, CEO

By:

Printed Name:

Title:

Date:

Grantor:

State of Ohio
Development Services Agency
Lydia L. Mihalik, Director

By:

Printed Name:

Title:

Date:

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	City of Maple Heights
Address	5353 Lee Rd Maple Heights Ohio
County	Cuyahoga
Phone	(216) 587-9011
Vendor ID	
CEO	Annette Blackwell
CEO Title	CEO
CEO Email Address	ablackwell@mapleheightsohio.com

Administrator Information	
Administrative Agency	City of Maple Heights
Address	22999 Forbes Rd, Bedford OH, 44146
Administrative Contact	Edward Hren
Title	City Engineer
Phone	(440) 399-0816
Email Address	hren@cvelimited.com

Grant Information	
Program	State Special Project
Grant Number	S-S-19-20Q-1
Grant Award	\$58,000
Program Representative	Annie van Blaricom

Grant Dates	
Award Date	July 1, 2019
Work Completion Date	June 30, 2021
Final Draw Date	July 31, 2021
Final Report Due	August 31, 2021

Project Description

The City of Maple Heights will inspect the existing spray ground system including all pumps and related mechanical equipment such as surge tank, feed and return piping, filters, chlorinator, spray ground water features, etc. The inspection will pressurize and operate the system for a suitable length of time as required to check for leaks and/or any other potential failures. Previous inspections indicated that the system is operable but a contingency amount of \$7,500 is set aside for any necessary repairs discovered at pressurization inspection. The concrete spray ground deck will be thoroughly washed and inspected and repaired as required. The bath house structure which includes men's, women's and family bathrooms, as well as the administration office / concessions area will also be pressurized, powered up and inspected. A contingency amount of \$2,500 is set aside for any necessary repairs discovered by this operation.

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Source of Funds			
Provider	Amount	Fund Category	Fund Type
Grant Funds	\$58,000		

Awarded Program Budget				
Project Category/Activity Name	Total Cost	OHTF Amount	Other Funds Amount	Source of Other Funds Amount
1-Aquatic Facility/ 1-Neighb. Fac / Community Ctr	\$0.00	\$58,000	\$0.00	
Total Awarded:	\$0	\$58,000	\$0	

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Attachment B: Program Requirements

Ohio Housing Trust Fund - State

1. **Grant Execution.** This Agreement must be signed by the Grantee's authorized official, approved and returned to the Grantor within 10 working days. Failure to do so may result in the cancellation of this grant of funds.
2. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in the Scope of Work. In no case may expenditures be made for an activity considered ineligible under the Ohio Housing Trust Fund Program or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency (ODSA) website here: http://development.ohio.gov/cs/cs_ocp.htm.
 - b. Amendments to this Agreement may only be made with prior approval by the Grantor. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Development Services Agency's website here: http://development.ohio.gov/cs/cs_ocp.htm. Additional information found in **OCD Program Policy 18-01: Grant Operations and Financial Management Policy**.
3. **Program Income.** Any program income resulting from expenditures of the Grant Funds must be returned to the Grantor, unless the Grantee received prior approval from the Grantor.
4. **Project Completion Agreements.** All projects as identified in the Scope of Work must be completed, and work finished by **June 30, 2021**. Any work not completed by the aforementioned date may not continue without written approval by the Grantor. There must also be a provision in each contract, funded in whole or in part with funds available from this Agreement, which stipulates that work be completed no later than **June 30, 2021**.
5. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from the Grantee for Grants of Funds under this Agreement must be received by the Grantor by **July 31, 2021**.
6. **Close-Out Requirements.** Final Performance Reports for the Grantee's program, as described in the Scope of Work, must be submitted to the Grantor by **August 31, 2021**.
7. **Low-Income Designation.**
 - a. All households assisted with Ohio Housing Trust Funds must qualify by income at fifty percent or below of the area median income (AMI).
 - b. If applicable, Grantees that undertake activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing.

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- c. If applicable, Grantees shall give preference to viable projects and activities that will benefit those families and individuals whose incomes are equal to or less than fifty percent of the median income for the county.
- d. Grantee shall not violate **Division (H) of Section 4112.02 of the Revised Code** or discriminate against families with children.

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Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements provided in **18-01: OCD Grant Operations & Financial Management Program Policy Notice**. The OCD Program Policy Notices can be found at <https://development.force.com/OCDKnowledgeArticles/s/article/18-01-Grant-Operations-and-Financial-Management-Policy-and-Procedures>.
4. Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: Grantee Assurances and Certifications

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
 - a. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion;
 - b. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
 - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this Program.
3. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of **24 CFR Part 35, subparts A, B, J, K and R.**
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.

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Attachment E: Grant Administration Guidelines

Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Development Services Agency, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

1. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were sent to the Federal Audit Clearinghouse. The notification should be made to singleaudit@development.ohio.gov. The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to singleaudit@development.ohio.gov or mailed to the address above.

3. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

City of Maple Heights
Council Expenditures over \$1,000.00
Wednesday, May 20, 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
5/1/2020	2020-050	Housing	100.4000.55059	General	Building	Membership Dues	\$9,301.33	\$1,750.00	\$7,551.33	First Suburbs Development Council	2020 Membership Dues January- December 2020		
<i>Total Cost for Approval: \$1,750.00</i>													
5/5/2020	2020-051	Service Director	270.6100.56002	SCMR	Streets	Concrete Supplies	\$585,484.30	\$5,000.00	\$580,484.30	Ioppolo Concrete	Concrete for City Streets Dig Jobs		
<i>Total Cost for Approval: \$5,000.00</i>													
1/1/2020	2020-054	Legal	100.7130.55059	General	Legal	Membership Dues	\$21,716.57	\$2,340.00	\$19,376.57	Greater Cleveland Partnership	2020 Membership Support Dues for City		
<i>Total Cost for Approval: \$2,340.00</i>													
								GRAND TOTAL	\$9,090.00				

5/8/2020	2020-052	Police Chief	100.7160.55071	General	Lands & Bldg	Maintenance & Repairs	\$ 2,590.00	Emergency Repair for Hot Water Tank in Police Dept	Approved by Council President 5/11/20
5/12/2020	2020-053	Finance	100.7170.52069	General	Misc Expenses	COVID-19 Supplies	\$ 1,250.00	Disposable Masks	Approved by Council President 5/11/21

All Approved

YES

NO

Pull Out #

Pull Out #

Pull Out #

Additions #

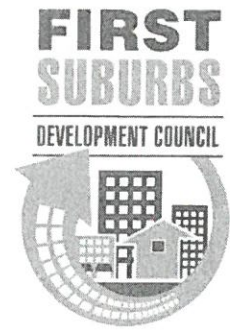
Additions #

Additions #

Council President

Date Received by Purchasing Division

First Suburbs Development Council
165 Center Road
Bedford, OH 44146
Tel: 440-735-6520



INVOICE 2020FSDC-10

5.1.2020

BILL TO

City of Maple Heights
5353 Lee Road
Maple Heights, OH 44137

DESCRIPTION

2020 First Suburbs Development Council
Membership Dues (January – December, 2020)

\$1,750.00

TOTAL

\$1,750.00

Expense Report

AS OF: 05/15/2020

YEAR: 2020

STARTING ACCOUNT: 100400052000

ENDING ACCOUNT: 100400059999

100

GENERAL FUND

ACCOUNT NO./	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBRANCE/ M-T-D EXP	UNENC BALANCE
BUILDING COMMISSIONER						
4000						
100-4000-52060	Continuing Education		100.00	100.00	0.00	0.00
100-4000-52062	Office Supplies		450.00	315.52	66.24	68.24
100-4000-52063	Operating Supplies		1833.64	40.83	0.00	1792.81
100-4000-52150	Telephone		700.00	83.80	0.00	616.20
100-4000-52930	Petty Cash		100.00	0.00	0.00	100.00
100-4000-55015	Professional Service		200.00	0.00	0.00	200.00
100-4000-55016	Legal Notices		100.00	0.00	0.00	100.00
100-4000-55017	Refund/Reimbursements		10000.00	6718.00	0.00	3282.00
100-4000-55059	Membership Dues		1800.00	0.00	0.00	1800.00
100-4000-55066	Copier Lease		255.00	105.80	0.00	149.20
100-4000-55071	Maintenance		982.19	164.90	817.29	0.00
100-4000-55072	Vehicle Parts/ Repairs		2535.00	2081.07	450.00	3.93
100-4000-55080	Gas/Fuel		1000.00	746.53	53.47	200.00
100-4000-55082	UNIFORMS		500.00	0.00	0.00	500.00
100-4000-55095	Outside Contractors		1565.00	520.08	923.58	121.34
100-4000-55096	SAFE/BUILT		300000.00	129010.38	170622.01	367.61
TOTAL 4000	BUILDING COMMISSIONER		322120.83	139886.91	172932.59	9301.33
TOTAL 100	GENERAL FUND		322120.83	139886.91	172932.59	9301.33
TOTAL REPORT:						
			322120.83	139886.91	172932.59	9301.33

REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

**Council Approval
2020-051**

CITY OF MAPLE HEIGHTS

Department of Administrative Services

Purchasing Division

Date: 5-5-2020

Suggested Supplier: TOPPOLO CONCRETE Ship To: SERVICE DEPT.
5501 DUNHAM RD.
Address: 10 INDUSTRY DR. MARLE HTS OH 44137
BEDFORD OH 44140
Telephone No.: _____

[illegible]

Date Required:

Total Amount: \$5000.00

Appropriation Code(s): 2007
270-6100-56002
Concrete Supplies

Requisition By: [Signature]

Approved By: [Signature]

Competitive Price Quotations:

Date Received by Purchasing Division:

Expense Report

AS OF: 05/15/2020

YEAR: 2020

STARTING ACCOUNT: 270610052000

ENDING ACCOUNT: 27061005999

S.C.M. & R.

270

ACCOUNT NO. /	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBRANCE/ M-T-D EXP	UNENC BALANCE
6100	STREETS					
270-6100-52063	Operating Supplies		10000.00	149.07	0.00	9850.93
270-6100-52150	Telephone		1000.00	121.74	0.00	878.26
270-6100-55015	Professional Services		74724.58	2510.00	0.00	72214.58
270-6100-55016	Legal Notices		1400.00	0.00	0.00	1400.00
270-6100-55066	Lease-Sweeper		39438.00	19719.00	0.00	19719.00
270-6100-55070	Equipment		25000.00	15276.11	1524.75	8199.14
270-6100-55071	Maintenance		6500.00	2270.71	789.65	3439.64
270-6100-55072	Vehicle Parts/ Repairs		50000.00	14472.61	3410.72	32116.67
270-6100-55078	Pavement Repair		175000.00	142826.15	0.00	32173.85
270-6100-55079	Road Repair Program		0.00	2384.00	0.00	2384.00
270-6100-55080	Gas/Fuel		63655.42	7771.19	46149.46	9734.77
270-6100-55082	UNIFORMS		650.00	0.00	0.00	650.00
270-6100-55095	Outside Contractors		30000.00	0.00	0.00	30000.00
270-6100-56001	Asphalt Supplies		50000.00	27802.36	11267.64	10930.00
270-6100-56002	Concrete Supplies		20000.00	0.00	0.00	20000.00
270-6100-56003	Salt Supplies		92500.00	67679.58	7840.96	16979.46
270-6100-56004	Safety Supplies		1500.00	92.81	107.19	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
270-6100-56008	Dunham Road (Turney to Corp Line)		6620.00	17862.00	0.00	11242.00
270-6100-56009	DEOG Projects		200000.00	476.00	0.00	199524.00
TOTAL 6100			977988.00	321413.33	71090.37	585484.30
TOTAL 270			977988.00	321413.33	71090.37	585484.30
TOTAL REPORT:			977988.00	321413.33	71090.37	585484.30

REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

Department of Administrative Services
Purchasing Division

**Council Approval
2020-054**

Date: 1/1/2020

Vendor Code: _____

Suggested Supplier: Greater Cleveland Partnership

Ship To: **Legal**

Address: **PO Box 74995**

Cleveland, Ohio 44194

Telephone # **216-592-2370**

Tax ID:

[illegible]

Total Amount: \$ 2,340.00

Date Required: 1/1/2020

Appropriation Code(s): **100-7130-55059**

Requisition By: Jae Stevenson

Membership Dues

Approved By: _____
(Departmental Director/Chief)

Competitive Price Quotations:

Date Received by Purchasing Division



Greater
Cleveland
Partnership

INVOICE

Greater Cleveland Partnership Member Support

City of Maple Heights
Carl Macey
5353 Lee Rd
Maple Heights, OH 44137-2531

Account No.: 7013526
Invoice No.: 148536
Due Date: 02/01/2020

2020 Membership Support for City of Maple Heights

\$2,340.00

Greater Cleveland Partnership membership fee is due and payable annually on the first day of your membership anniversary month.

Note: Approximately 8 percent of the membership fee is used to support lobbying activities. Please consult with your financial advisor.

GCP Federal Tax ID #: 34-0149250



Remove the section below and return with your payment

Member: City of Maple Heights

Due Date: 02/01/2020

Invoice No: 148536

Amount Due: \$2,340.00

Account No: 7013526

Amount Paid: \$ _____

___ Check

Please mail to:

Greater Cleveland Partnership
P.O. Box 74995
Cleveland, OH 44194-4995

*Make Checks Payable to:
Greater Cleveland Partnership
*Include your Account Number on the Check

Please enter address change info below.

Phone 216-592-2370

www.gcpartnership.com

INV-148536-C9H6J40701352600002340001

January 10, 2020

Carl Macey
City of Maple Heights
5353 Lee Rd
Maple Heights, OH 44137-2531

Dear Carl:

Thank you for your investment in the Greater Cleveland Partnership (GCP). Your support gives us the ability to be the unifying voice of the Northeast Ohio business community and to identify and impact the most significant growth opportunities for our region.

Greater Cleveland has certainly made progress over the last few years and it's been exciting to see a strong collaborative effort across the economic development ecosystem to propel us forward. Our innovation work includes a partnership of the major civic and philanthropic institutions in our region to address the burning platform we have identified in the innovation sector. While work still remains, I have great confidence that the coming together of passionate leaders in the public and private sectors will promote big change and allow us to tackle some of our region's biggest areas of challenge.

At the Greater Cleveland Partnership, our work continues to be driven by our 12,000 plus members made up of large corporations, middle-market companies, and small businesses. We are constantly listening to our members to ensure we are focusing on the issues most important to the business community. That work is divided into six specific areas:

Real Estate: Infusing investments, both public and private, that improve specific markets and neighborhoods of Greater Cleveland through real estate projects, related business start-ups and advisory services.

Equity and Inclusion: Ensuring that equity and inclusion among all people is prioritized across all areas of GCP's and other partners' work.

Talent: Designing and supporting a workforce system that realizes greater development of talent in employer identified careers of high demand in Greater Cleveland.

Government Advocacy: Developing, supporting and enforcing public policies at every level of government that enable and stimulate economic growth and investment.

COSE Small Business: Supporting the needs of small business owners and entrepreneurs to leverage their collective contributions to the health of our region's economy.

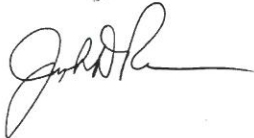
Business Growth Services: Providing a wide platform of services to businesses in Northeast Ohio as they seek to maintain, grow or relocate to the region.

Behind all of the external work with many partners, our internal operating team remains efficient and effective in delivering new business models and revenue sources on an ongoing basis.

To ensure we can continue our work in these areas and put resources behind new initiatives developed as a result of our Forward CLE strategic plan, the Greater Cleveland Partnership Board has determined that a 3 percent dues increase is necessary. That increase will be reflected in your renewal invoice.

Thank you for all you do for this region and thank you, in advance, for your support of our work. If you have any questions about your membership or want to talk with us about how you can get more engaged in the GCP's priorities, please contact our Investor Development Team at 216.592.2370.

Sincerely,



Joseph D. Roman
President and CEO



Expense Report

AS OF: 05/15/2020

YEAR: 2020

STARTING ACCOUNT: 100713052000

ENDING ACCOUNT: 100713059999

100

GENERAL FUND

ACCOUNT NO./	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBERANCE/ M-T-D EXP	UNENC BALANCE
7130	LEGAL					
100-7130-52060	Continuing Education		250.00	0.00	0.00	250.00
100-7130-52062	Office Supplies		750.00	40.99	0.00	709.01
100-7130-52063	Operating Supplies		1000.00	0.00	0.00	1000.00
100-7130-55015	PROFESSIONAL SERVICES		59200.00	19236.60	20205.84	19757.56
100-7130-55059	Membership		800.00	800.00	0.00	0.00
TOTAL 7130			62000.00	20077.59	20205.84	21716.57
TOTAL 100	GENERAL FUND		62000.00	20077.59	20205.84	21716.57
TOTAL REPORT:			62000.00	20077.59	20205.84	21716.57



REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

Department of Administrative Services
Purchasing Division

Date: 5/8/2020

**Council Approval
2020-052**

Vendor Code: _____

Suggested Supplier: MASON MECHANICAL

Ship To: **POLICE DEPARTMENT**

Address: _____

Telephone # _____

Tax ID: _____

[illegible]

Total Amount: \$ 2,590.00

Date Required: 5/8/2020

Appropriation Code(s): 100-7160-55071

Requisition By: **April Ulee**

Approved By: [Signature]
(Departmental Director/Chief)

Competitive Price Quotations:

Date Received by Purchasing Division

HEATING • COOLING • REFRIGERATION



**MASON
MECHANICAL, LLC**

Heating & Cooling Specialists

10636 BLUEBERRY HILL, KIRTLAND OH 44094 PHONE: 440-796-4493

May 9, 2020

Tony Ciresi, Service Director
Maple Heights City Hall
5353 Lee Rd
Maple Heights, Ohio 44137

Re: Police Department Water Heater

Gentlemen,

We propose to furnish the labor, material, equipment and supervision necessary to:

- Remove the existing defective domestic water heater.
- Install new scratch & dent commercial 55-gallon Rheem PRO 55N water heater, complete with 8 year tank & parts warranty
- Reconnect the flue, gas and water lines
- Install new bronze return pump

Total price for all the above **\$2,590.00.**

We exclude sales tax.

Please don't hesitate to contact me if you have any questions or comments. We appreciate you requesting our services.

Regards,

Fred Carter

Fred Carter
Mason Mechanical, LLC

Expense Report

AS OF: 05/11/2020

YEAR: 2020

STARTING ACCOUNT: 100716052000

ENDING ACCOUNT: 100716059999

100

GENERAL FUND

ACCOUNT NO./	ACCOUNT DESC/ SUPP. BUDGET	TRANS. BUDGET	BUDGET AMT/ PRIOR YR ENC	Y-T-D EXP/ PRIOR YR EXP	ENCUMBRANCE/ M-T-D EXP	UNENC BALANCE
7160	LANDS AND BUILDING					
100-7160-52062	Office Supplies		650.00	498.22	0.00	151.78
100-7160-52063	Operating Supplies		10000.00	2679.15	4368.46	2952.39
100-7160-52065	Paper		1220.00	0.00	0.00	1220.00
100-7160-52066	Copy Machines		1850.00	893.94	893.94	62.12
100-7160-52150	Telephone		60000.00	21216.66	38679.92	103.42
100-7160-52155	Electric		100000.00	29476.54	63491.34	7032.12
100-7160-52165	Gas		45000.00	23713.65	17785.25	3501.10
100-7160-52175	Water		12000.00	2826.36	6547.24	2626.40
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		5070.00	65.00	0.00	5005.00
100-7160-55017	Refunds/Reimbursements		150.00	19.92	0.00	130.08
100-7160-55066	Leases		10000.00	3499.37	3683.40	2817.23
100-7160-55070	Equipment		1200.00	0.00	0.00	1200.00
100-7160-55071	Maintenance		35900.00	6707.83	20855.67	8336.50
100-7160-55072	Vehicle Parts/ Repairs		5000.00	673.88	434.52	3891.60
100-7160-55079	Traffic Signal Repairs		10000.00	1983.00	7506.98	7506.98
100-7160-55082	Uniforms		750.00	124.41	475.59	150.00
100-7160-55900	IT Expenses		89635.80	71398.75	9006.10	9230.95
100-7160-55902	Insurance		215000.00	37401.00	33440.00	144159.00
100-7160-57010	CDSG Grant		30260.00	30255.66	130.00	125.66-
100-7160-57011	Parks Imp Proj-Reim		50000.00	0.00	0.00	50000.00
100-7160-57012	NOPEC LIGHTING GRANT		79264.50	458.50	755.00	78051.00
100-7160-57013	Lee/Libby Cost Share	Pocket Park	123600.00	76113.01	6607.49	40879.50
100-7160-57014	OHIO CAPITAL BUDGET		146400.00	43147.28	6251.00	97001.72
TOTAL 7160	LANDS AND BUILDING		1034150.30	353152.13	213914.94	467083.23
TOTAL 100	GENERAL FUND		1034150.30	353152.13	213914.94	467083.23
TOTAL REPORT:			1034150.30	353152.13	213914.94	467083.23

TOTAL REPORT:



CITY OF MAPLE HEIGHTS

5353 LEE ROAD
MAPLE HEIGHTS, OHIO 44137

CITY HALL
CITY OF MAPLE HEIGHTS
5353 LEE RD
MAPLE HEIGHTS, OH 44131

DELIVER AND
SHIP TO
THIS DEPT.
AND DIVISION

WEISKIO050
WEISKOPF INDUSTRIES CORPORATION
54 ALPHA PARK
HIGHLAND HTS OH 44143

NAME AND
ADDRESS
OF VENDOR

PURCHASE ORDER

2020-00469

No. _____

**PURCHASE ORDER NUMBER MUST
APPEAR ON YOUR INVOICE**

PURCHASE ORDER DATE 05/12/20

FED. # 34-6001809

By shipping the goods below or by acknowledging receipt of this order or by performing the work below you agree to the terms and conditions of sale which appear on the back. Any different or additional terms in your acceptance of this offer are hereby objected to.

DESCRIPTION	ACCOUNT NUMBER	QUANTITY ORDERED	TOTAL	
001 DISPOSABLE FACE MASKS	100-7170-52069	100EA	1.25	1250.00
COVID 19 Expenses				

Approved by Council President

**TOTAL AMOUNT
NOT TO
EXCEED**

1250.00

I hereby certify that the amount needed to meet this obligation was then (at the time of the order or contract) and is now lawfully appropriated for such purpose and was and is now in the Treasury and free from any previous encumbrance.

FINANCE DEPARTMENT



(800) 321-9473

Invoice

"...for all your wiping cloth & maintenance supply needs."

Date	Invoice #
5/12/2020	173164

P.O. Box 24390
Cleveland, OH 44124

Bill To

City of Maple Heights
5353 Lee Rd.
Cleveland, OH 44137

Ship To

City of Maple Heights
5353 Lee Rd.
Cleveland, OH 44137

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
T. Tillman	Net 30	HO...	5/12/2020	Sales Deli...	

Quantity	Item Code	Description	U/M	Price Each	Amount
1,000	100MASK1	Disposable Face Mask	EA	1.25	1,250.00
Total					\$1,250.00

