



**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. Mike DeWine on March 27, 2020, notice is hereby given of a change in the **Conducting of the November 18, 2020 Regular Meeting of Council for the City of Maple Heights, Ohio**. This Regular Meeting of Council will be conducted by video/teleconference. Council Members, Administrative Staff and 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**

There will be no Caucus Meeting. Members of the public will only be allowed to speak during the Citizens' Comments portion of the meeting. 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

November 18, 2020

- |     |                                  |   |
|-----|----------------------------------|---|
| 1.  | Caucus: 6:30 pm                  | Suspended                                     |
| 2.  | Call to Order:                   | Council President Ron Jackson                 |
| 3.  | Invocation/Pledge of Allegiance: | Councilman Richard Trojanski, District 6      |
| 4.  | Roll Call:                       | Council Clerk Leonette Cicirella              |
| 5.  | Addendum:                        |   |
| 6.  | Approval of Minutes:             | November 4, 2020 (Regular Meeting of Council) |
| 7.  | Communications:                  |   |
| 8.  | Council Committee Reports:       |   |
| 9.  | Department Reports:              |   |
| 10. | Citizens' Comments:              | Per Council Rule 220.01(c)(9)                 |

*Comments from City residents will be entertained at Regular Council Meetings only, and shall be limited to three (3) minutes per person during comments on the agenda and comments of a general nature and no person shall be allowed to speak more than once. A person wishing to address Council shall first be recognized by the President of Council, and when recognized, shall come forward, state his or her name and address and state the subject matter which he or she wishes to discuss. Total resident comments shall be limited to 45 minutes for all comments. Under special circumstances, this rule can be extended or modified by a majority of Council present. No profanity or comments of a personal or inflammatory nature will be tolerated under any circumstances. There is a three (3) minute limitation for each speaker. The Presiding Officer shall permit a one (1) minute response from the Mayor or Council Member or Department Director to whom the Citizen's question is directed.*

**11. Legislation:**

**2020-99 AN ORDINANCE PROVIDING FOR AMENDMENT OF THE ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR 2020, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2020-100 AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2020-101 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATORY AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE SRTS INFRASTRUCTURE PROJECT IN THE CITY OF MAPLE HEIGHTS, AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2020-102 A RESOLUTION SCHEDULING A PUBLIC HEARING ON THE RECOMMENDATION OF THE PLANNING COMMISSION THAT PERMANENT PARCEL NO. 781-23-039 BE RE-ZONED FROM RESIDENTIAL TWO-FAMILY (RTF) ZONING DISTRICT TO NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT , AND DECLARING AN EMERGENCY.**

Reading 1 (Blackwell)

**2020-103 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO (MMO) FOR THE PROVISION OF HEALTHCARE INSURANCE COVERAGE TO FULL-TIME CITY EMPLOYEES EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

**2020-104 A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR 2020, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

**2020-105 A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM (CDSG) FOR 2021, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY.**

**Reading 1 (Blackwell)**

**Motion: A Motion pursuant to Sect. 1262.045(A) of the Maple Heights Codified Ordinances approving the appointments of Mr. Ron DiNardo, Mr. Calvin Singleton and Mr. R. Kevin Madison to the Architectural Review Board.**

- 12. Expenditures over \$3,500.00:**
- 13. Mayor's Report:**
- 14. Council/Council President's Reports:**
- 15. Adjournment:**

**ORDINANCE NO. 2020-99**

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

**MOTION FOR ADOPTION BY:**

**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 2020 which is incorporated as if fully rewritten herein, are necessary to account for certain changes in 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 November 12, 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 November 12, 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)



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. 2020-100**

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

**MOTION FOR ADOPTION BY:**

**AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MAPLE HEIGHTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Finance Director has prepared a budget for the appropriation of monies for current expenses and other expenditures of the City of Maple Heights for the fiscal year ending December 31, 2021 (“2021 Appropriations Budget”).

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

**Section 1.** Council hereby approves and adopts the 2021 Appropriations Budget, which is on file in the office of the Finance Director and attached hereto as Exhibit A and incorporated as if fully rewritten herein, to provide for the current expenses and other expenditures of the City of Maple Heights during the fiscal year ending December 31, 2021.

**Section 2.** 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 3.** 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 2021 Appropriations Budget must be immediately adopted to insure the financial integrity of the City and presented to the County Fiscal Officer by December 31, 2020. 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: \_\_\_\_\_

\_\_\_\_\_  
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

11/9/2020

## PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)

(PARTICIPATORY)

Ordinance # : 2020-101

PID No. : 110909

County/Route/Section : CUY-SRTS-FY2022 Maple Hts

Agreement No: 35618

The following is an ordinance enacted by the City of Maple Heights of Cuyahoga  
(Ordinance/Resolution) (Local Public Agency)  
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

### SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

**SRTS Infrastructure Project in the Maple Heights schools that will enhance the sidewalks and crossings along the main routes to school, including adding high visibility signage, thermoplastic pavement markings and striping (work along Dunham Road (CR-70) from Turney Road to Rockside Road in the City of Maple Heights).**

NOW THEREFORE, be it ordained by the City of Maple Heights of Cuyahoga County, Ohio.  
(LPA)

### SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

### SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

*The LPA agrees to participate in the cost of the project. The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, United States Department of Transportation.*

*The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.*

PID No.: 110909

*The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.*

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

#### **SECTION IV Authority to Sign**

The LPA hereby authorizes \_\_\_\_\_ of said City of Maple Heights to  
(Signature authority) (LPA-or its division, department or agency)  
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the \_\_\_\_\_ is also empowered to execute any appropriate documents to  
(Signature authority)  
affect the assignment of all rights, title, and interests of the City of Maple Heights to ODOT arising from any  
(LPA)  
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

#### **SECTION V – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

11/9/2020

PID No.: 110909

#### SECTION VI – Maintenance

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

#### SECTION VII-Emergency measure

(as applicable)

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

Passed: \_\_\_\_\_, 2020.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Contractual Agent of LPA – title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



11/9/2020

PID No.: 110909

**CERTIFICATE OF COPY  
STATE OF OHIO**

**City of Maple Heights** of Cuyahoga County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the **City of Maple Heights**  
(LPA)  
of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of

**ordinance** adopted by the legislative Authority of the said  
(Ordinance/Resolution)

**City of Maple Heights** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**SEAL**

\_\_\_\_\_  
(Clerk)

**City of Maple Heights** of Cuyahoga County, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

**RESOLUTION NO.: 2020-102**

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

**MOTION FOR ADOPTION BY:**

**A RESOLUTION SCHEDULING A PUBLIC HEARING ON THE RECOMMENDATION OF THE PLANNING COMMISSION THAT PERMANENT PARCEL NO. 781-23-039 BE RE-ZONED FROM RESIDENTIAL TWO-FAMILY (RTF)) ZONING DISTRICT TO NEIGHBORHOOD COMMERCIAL (NC) ZONING DISTRICT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on November 9, 2020, the Planning and Zoning Commission considered the application for **Case No. 2020-PZ-19** from Omar Dawabsly of Magic Hair and Beauty Supply Store requesting a recommendation that **Permanent Parcel No. 781-23-039** currently zoned Residential Two-Family (RTF) be changed to a Neighborhood Commercial (NC) Zoning District to facilitate the consolidation of **Permanent Parcel No. 781-23-039** with **Permanent Parcel No. 781-23-006** in a Neighborhood Commercial (NC) Zoning District into one parcel at 5301 Lee Road, Maple Heights, Ohio; and

**WHEREAS**, after a public hearing thereon, the Planning and Zoning Commission, finding that the parcels are contiguous, made a recommendation to Council that **Permanent Parcel No. 781-23-039** in a Residential Two-Family (RTF) Zoning District be re-zoned as part of the Neighborhood Commercial (NC) Zoning District pursuant to Section 1268.02 of the City's Codified Ordinances.

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

**Section 1.** Council has received the recommendation of the Planning and Zoning Commission, proposing that an ordinance be passed with text providing that: "the public necessity, convenience or general welfare require that **Permanent Parcel No. 781-23-039** in a Residential Two-Family (RTM) Zoning District be re-zoned as part of the Neighborhood Commercial (NC) Zoning District" ("the Proposed Re-Zoning Ordinance").

**Section 2.** Council, pursuant to Sections 1268.02 and 1268.12 of the Codified Ordinances, hereby directs the Clerk of Council to schedule and provide notice of a public hearing on Wednesday, December 16, 2020 beginning at 6:15 p.m. before the regular meeting of Council to consider the Proposed Re-Zoning Ordinance.

**Section 3.** A copy of this Resolution, which provides the text of the Proposed Re-Zoning Ordinance, and the maps, plans and reports, if any, submitted by the Commission shall be on file, for public examination, in the office of the Clerk of Council.

**Section 4.** 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 5.** This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to timely provide notice of the public hearing, 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.: 2020-103**

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

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO (MMO) FOR THE PROVISION OF HEALTHCARE INSURANCE COVERAGE TO FULL-TIME CITY EMPLOYEES EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City's healthcare insurance consultant, The Fedeli Group ("Fedeli"), advised the Mayor, Finance Director and Law Director that Medical Mutual of Ohio (MMO), the City's current health insurance provider presented the best proposal for renewal of the City's health savings account (HSA) insurance plan for full-time employees, with an increase in the deductible amounts from \$2,800 to \$3,500 for single coverage plans and from \$5,600 to \$7,000 for family coverage plans, with the same coverage and benefit levels currently in effect, for the 12-month period, January 1, 2021 through December 31, 2021; and

**WHEREAS**, the Mayor, Finance Director and Law Director, recommend that the City continue to forego collecting a monthly premium co-pay amount from the employees and instead allow employees to contribute \$100 per month for single plan coverage and \$200 per month for family plan coverage, into their respective HSA account in order to partially fund their deductible, with the City contributing the remaining amount necessary to fully fund the deductible for each employee.

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

**Section 1.** Council hereby authorizes the Mayor to accept the MMO proposal for an HSA healthcare insurance plan for the City's full-time employees with annual deductible amounts of \$3,500 for single coverage plans and \$7,000 for family coverage plans, at the same coverage and benefit levels currently in effect, for the 12-month period, January 1, 2021 through December 31, 2021.

**Section 2.** Council further authorizes the Mayor and Finance Director to take all action necessary, including enacting policies and procedures, so that the current employee monthly contribution amounts of \$100 for single plan coverage (\$1200 per year) and \$200 for family plan coverage (\$2,400 per year), shall continue to be deducted from the employee's paychecks for deposit into their respective HSA account in order to partially fund their annual deductible, with the City contributing the remaining monthly amount necessary to fully fund the annual deductible for each employee's HSA plan, but in no event shall the City pay more than \$191.67 per month (\$2,300 per year) towards the funding of the annual deductible for an employee's single coverage HSA plan or more than \$383.34 per month (\$4,600 per year) towards the funding of the annual deductible for an employee's family coverage HSA plan.

**Section 3.** Council further authorizes the Mayor and Finance Director to take all action necessary, including enacting policies and procedures, so that the City can advance funds into an employee's HSA account to be used towards satisfying the employee's annual HSA deductible should the employee be faced with a healthcare crisis which requires the employee to pay more than the amount currently available in the employee's HSA account to meet the required annual deductible, but in no event shall the City advance more than the respective \$3,500 and \$7,000 annual deductible amounts for single and family HSA plans.

**Section 4.** 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 5.** This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that the current healthcare insurance expires on December 31, 2020, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2020

\_\_\_\_\_  
Ron Jackson, Council President

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

Approved as to legal form:

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

ATTEST: \_\_\_\_\_  
Leonette 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.: 2020-104**

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

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR 2020, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Cuyahoga County, as an Urban County designated by the Department of Housing and Urban Development (“HUD”), receives and administers an annual entitlement from the Community Development Block Grant (“CDBG”) program through the Cuyahoga County Department of Development; and

**WHEREAS**, the Department of Development carries out various housing and community development activities with Community Development Block Grant (“CDBG”) funds including funding eligible activities carried out by other units of local government through the County’s Municipal Grant Program, which eligible activities include: a) community master plans; b) housing and commercial demolition; c) infrastructure; d) public safety; e) streetscapes; f) parks and playgrounds; or g) community and senior centers; and

**WHEREAS**, the City Of Maple Heights is a local government eligible to receive CDBG funding for an eligible activity through the Municipal Grant Program; and

**WHEREAS**, The Mayor and Engineer have advised Council that CDBG funds may be available through the 2020 Community Development Block Grant program through the Cuyahoga County Department of Development in an amount not exceeding One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), to fund improvements to City Hall to make it accessible to persons with disabilities pursuant to the Americans With Disabilities Act (ADA) (**Maple Heights City Hall ADA Improvements**).

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

**Section 1.** The Mayor and Engineer are hereby authorized and directed to make application, sign and file all necessary contracts and documents with the Cuyahoga County Department of Development for CDBG funding through the 2020 Municipal Community Development Block Grant program for the following project:

**Maple Heights City Hall ADA Improvements**

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such



formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to timely submit the grant application, 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.: 2020-105**

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

**MOTION FOR ADOPTION BY:**

**A RESOLUTION AUTHORIZING THE MAYOR AND ENGINEER TO MAKE APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM (CDSG) FOR 2021, AND AUTHORIZING THE SIGNING OF CONTRACTS AND OTHER DOCUMENTS RELEVANT THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Section 714.02 of the Cuyahoga County Code, there is created the Cuyahoga County Community Supplemental Block Grant program to be administered in conjunction with and using the same grant process as the County Community Development Block Grant Program; and

**WHEREAS**, the Cuyahoga County Community Development Supplemental Grant (“CDSG”) program shall be administered by the Cuyahoga County Executive through the Cuyahoga County Department of Development; and

**WHEREAS**, the CDSG program shall be funded through the County Casino Revenue Fund was established in Chapter 709 of the County Code. Fifteen percent (15%) of the funds transferred into the Casino Revenue Fund annually shall be used to fund projects approved through the Cuyahoga County Community Development Supplemental Grant program; and

**WHEREAS**, CDSG funds are available to eligible municipal corporations to fund projects meeting a community development need related to the health or welfare of the community, which projects include: a) community master plans; b) housing and commercial demolition; c) infrastructure; d) public safety; e) streetscapes; f) parks and playgrounds; or g) community and senior centers; and

**WHEREAS**, the City Of Maple Heights is a municipal corporation eligible to receive CDSG funding for an eligible activity through the Municipal Grant Program; and

**WHEREAS**, The Mayor and Engineer have advised Council that CDSG funds may be available through the 2021 Cuyahoga County Community Development Supplemental Grant program in an amount not exceeding Fifty Thousand Dollars and Zero Cents (\$50,000.00), to fund improvements to City Hall to make it accessible to persons with disabilities pursuant to the Americans With Disabilities Act (ADA) (**Maple Heights City Hall ADA Improvements**).

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

**Section 1.** The Mayor and Engineer are hereby authorized and directed to make application, sign and file all necessary contracts and documents with the Cuyahoga County Department of

Development for CDSG funding through the 2021 Cuyahoga County Community Development Supplemental Grant program for the following project:

**Maple Heights City Hall ADA Improvements**

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

**Section 3.** This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to timely submit the grant application, 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, President of Council

\_\_\_\_\_  
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

CFDA 20.205

**LPA FEDERAL ODOT-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Maple Heights, 5353 Lee Road, Maple Heights, Ohio 44137** hereinafter referred to as the LPA..

**1. PURPOSE**

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **SRTS Infrastructure Project in the Maple Heights schools that will enhance the sidewalks and crossings along the main routes to school, including adding high visibility signage, thermoplastic pavement markings and striping (work along Dunham Road (CR-70) from Turney Road to Rockside Road in the City of Maple Heights); PID 110909, CUY-SRTS-FY2022 Maple Hts** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

**2. LEGAL REFERENCES AND COMPLIANCE**

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

**A. FEDERAL**

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs

- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 150,000 as set forth in Attachment 1.

ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 150,000 in Federal (4SC7) funds which includes 20 percent Toll Revenue Credit, up to a maximum of \$ 30,000. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied on any phase of the project.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The **City of Maple Heights** must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer

with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

- 3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

- 3.7 Payment or reimbursement to the LPA shall be submitted to:

<b>City of Maple Heights</b>
<b>5353 Lee Road</b>
<b>Maple Heights, Ohio 44137</b>

#### 4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website ([www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)). Responsibilities for development of the PROJECT shall be as follows and further described herein:

### **LPA ODOT Let Project Responsibility Assignments**

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.



	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee

	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
  - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
  - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
  - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
  - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.

- F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

#### 4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
  - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

### 5. CONSULTANT SELECTION AND ADMINISTRATION

#### 5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable

requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.

- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

## 5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

### A. Policies in Selection of Consultants

#### 1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

#### 2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

##### a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

##### b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

- a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.



The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);

- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.), and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.
- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:  
  

*The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.*
- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of

the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
  - (1) The firm's general qualifications.
  - (2) Proposed key staff including key subconsultant staff and project approach.
  - (3) A listing of subconsultants including project responsibility.
  - (4) Whether resumes of key staff members must be submitted.
  - (5) Other information needed to make an informed selection decision.

## 2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
  - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
  - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
  - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE

participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.

- b. Compliance with prequalification requirements.
- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.  
Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

### 3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a

simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
<b>Consultant's Past Performance</b>	30	See Note d. below	
<b>Project Approach</b>	25	See Note e. below	
<b>Total</b>	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The **LPA** will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

## 7. ADVERTISING, SALE AND AWARD

- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.



9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest”) agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing

such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

### 14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Annette M. Blackwell, Mayor	John P. Picuri, P.E. , District Deputy Director
City of Maple Heights	Ohio Department of Transportation, D-12
5353 Lee Road	5500 Transportation Boulevard
Maple Heights, Ohio 44137	Garfield Heights, Ohio 44125

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>5</sup> Further, the LPA may make this

---

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

<sup>4</sup> [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

<sup>5</sup> Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: CITY OF MAPLE HEIGHTS</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Annette M. Blackwell Mayor	Jack Marchbanks Director
Date:	Date:



**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			TOLL REVENUE CREDIT			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS										
TOTALS				\$120,000	80%	4SC7	\$30,000	20%	4BG7	\$150,000

## Attachment 2

**CUY SRTS FY2022 MAPLE HTS**  
COUNTY-ROUTE-SECTION

**110909**  
PID NUMBER

**35618**  
AGREEMENT NUMBER

DUNS NUMBER

## DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of Maple Heights request that all payments for the Federal/State share of the  
(NAME OF LPA)

consultant costs of this agreement performed by \_\_\_\_\_  
(CONSULTANT'S NAME)

be paid directly to \_\_\_\_\_  
(CONSULTANT'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	City of Maple Heights
Oaks Vendor ID:	
Mailing Address:	5353 Lee Road
	Maple Heights, Ohio 44137
ODOT Approval signature:	

Date: November 12, 2020

EXHIBIT A

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

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
<u>GENERAL FUND</u>		
Police Department - 1100		
Personal Services	\$2,176,736.15	
Other Expenditures	417,729.74	
Total	<hr/>	\$ 2,594,465.89
Auxiliary Police - 1110		
Personal Services	\$88,292.10	
Other Expenditures	17,500.00	
Total	<hr/>	\$ 105,792.10
Fire Department - 1200		
Personal Services	\$2,187,283.85	
Other Expenditures	499,211.51	
Total	<hr/>	\$ 2,686,495.36
Dispatch - 1300		
Personal Services	\$124,077.25	
Other Expenditures	768,870.64	
Total	<hr/>	\$ 892,947.89
School Guards - 1310		
Personal Services	\$46,295.26	
Other Expenditures	0.00	
Total	<hr/>	\$ 46,295.26
Jail Administration - 1350		
Personal Services	\$460,054.02	
Other Expenditures	38,831.78	
Total	<hr/>	\$ 498,885.80
Public Health - 2000		
Personal Services	\$0.00	
Other Expenditures	126,102.00	
Total	<hr/>	\$ 126,102.00

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Recreation - 3000		
Personal Services	\$0.00	
Other Expenditures	6,500.00	
Total	<u>\$ 6,500.00</u>	
Building Department - 4000		
Personal Services	\$203,794.70	
Other Expenditures	461,474.83	
Total	<u>\$ 665,269.53</u>	
Zoning Board - 4200		
Personal Services	\$5,432.29	
Other Expenditures	2,500.00	
Total	<u>\$ 7,932.29</u>	
Service Administration - 5000		
Personal Services	\$77,847.67	
Other Expenditures	95.00	
Total	<u>\$ 77,942.67</u>	
Mechanics - 5200		
Personal Services	\$76,553.96	
Other Expenditures	12,500.00	
Total	<u>\$ 89,053.96</u>	
Mayors Office - 7110		
Personal Services	\$184,337.45	
Other Expenditures	10,094.78	
Total	<u>\$ 194,432.23</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>	
Elections - 7140		
Personal Services	0.00	
Other Expenditures	102,031.10	
Total	<u>\$ 102,031.10</u>	

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
Lands and Buildings - 7160		
Personal Services	\$72,009.83	
Other Expenditures	1,341,603.43	
Total	<u>\$ 1,413,613.26</u>	
Miscellaneous - 7170		
Personal Services	\$30,000.00	
Other Expenditures	\$688,961.80	
Transfer to SAFER Grant	\$24,594.54	
Trans to Fund St Light	180,000.00	
Trans to Fund Amb Bill	145,000.00	
Transfer to FEMA Grant	\$19,251.03	
Trans to Fund Bond Retire	520,000.00	
Advance to FEMA Grant	\$192,510.17	
Advance to SAFER Grant	\$73,783.62	
Total	<u>\$1,874,101.16</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	\$117,206.12	
Other Expenditures	19,250.00	
Total	<u>\$ 136,456.12</u>	
Clerk of Council - 7220		
Personal Services	\$65,627.79	
Other Expenditures	1,466.78	
Total	<u>\$ 67,094.57</u>	
Mayors Court 7300		
Personal Services	\$61,383.97	
Other Expenditures	2,970.00	
Total	<u>\$ 64,353.97</u>	
GENERAL FUND TOTAL	<u>\$12,331,788.99</u>	<u>\$ 12,331,788.99    \$ 14,945,477.65</u>

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
COMPUTER FEE FUND - 201		
Personal Services	\$29,827.23	
Other Expenditures	28,543.72	
Total	<u>\$ 58,370.95</u>	\$ 67,647.95
STREET LIGHTING FUND - 212		
Personal Services	0.00	
Other Expenditures	\$471,500.00	
Total	<u>\$ 471,500.00</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	3,414,890.70	
Total	<u>\$ 3,757,181.77</u>	\$ 3,765,473.56
Corona Relief Fund - 220		
Police Dept. - 1100		
Personal Services	<u>\$1,111,819.65</u>	
Total	<u>\$ 1,111,819.65</u>	
Fire Dept. - 1200		
Personal Services	<u>\$1,141,110.20</u>	
Total	<u>\$ 1,141,110.20</u>	
Miscellaneous - 7170		
Other Expenditures	<u>\$5,465.00</u>	
	\$5,465.00	
<b>CORONA RELIEF FUND TOTAL</b>	<b>\$ 2,258,394.85</b>	<b>\$ 2,258,394.85</b>
INMATE Commissary - 224		
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ 30,027.05

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
<b>POLICE SERV LEVY FUND - 230</b>		
Personal Services	\$596,696.97	
Other Expenditures	0.00	
Total	<u>\$ 596,696.97</u>	\$ 698,593.09
<b>FIRE SERVICE LEVY FUND - 235</b>		
Personal Services	\$621,328.45	
Other Expenditures	0.00	
Total	<u>\$ 621,328.45</u>	\$ 703,990.52
<b>SENIOR CTR LEVY FUND - 240</b>		
Senior Services - 3500		
Personal Services	\$0.00	
Other Expenditures	15,284.60	
Total	<u>\$ 15,284.60</u>	
Nutrition Services - 3510		
Personal Services	187,166.08	
Other Expenditures	17,000.00	
Total	<u>\$ 204,166.08</u>	
Senior Transportation - 3520		
Personal Services	160,276.67	
Other Expenditures	26,600.00	
Total	<u>\$ 186,876.67</u>	
Home Delivered Meals - 3530		
Personal Services	92,312.33	
Other Expenditures	0.00	
Total	<u>\$ 92,312.33</u>	
<b>SENIOR SERV LEVY FUND TOTAL</b>	<b>\$ 498,639.68</b>	<b>\$ 657,246.05</b>
<b>COPS GRANT - 250</b>		
Personal Services	15,000.00	
Other Expenditures	15,000.00	
Total	<u>\$ 30,000.00</u>	\$ 30,000.00
<b>SOLID WASTE COLLECTION FUND - 251</b>		
Personal Services	91,910.23	
Other Expenditures	1,741,240.00	
Total	<u>\$ 1,833,150.23</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	410,179.48	
Total	<u>\$ 491,442.08</u>	
Fire Dept. - 1200		
Personal Services	\$84,377.13	
Other Expenditures	\$354,667.09	
Total	<u>\$ 439,044.22</u>	
<b>AMBULANCE BILLING FUND TOTAL</b>	<b>\$ 930,486.30</b>	<b>\$ 1,076,966.56</b>
FEMA FIRE GRANT FUND - 253		
Personal Services	\$0.00	
Other Expenditures	\$557,017.91	
Total	<u>\$ 557,017.91</u>	<b>\$ 559,710.00</b>
RECREATION DONATION - 254		
Personal Services	\$0.00	
Other Expenditures	\$1,157.00	
Total	<u>\$ 1,157.00</u>	<b>\$ 1,157.50</b>
SMALL BUSINESS GRANT - 255		
COUNTY SBA GRANT	\$115,000.00	
TRANSFER IN FROM 100 - SBA MATC	\$0.00	
Total	<u>\$ 115,000.00</u>	<b>\$ 150,000.00</b>
EMS GRANT FUND - 256		
Personal Services	\$0.00	
Other Expenditures	\$37,375.46	
Total	<u>\$ 37,375.46</u>	<b>\$ 41,696.69</b>
STREET CON MNT & REP FUND - 270		
Personal Services	\$484,691.32	
Other Expenditures	\$1,425,683.30	
Total	<u>\$ 1,910,374.62</u>	<b>\$ 2,109,813.44</b>
STATE HIGHWAY FUND - 271		
Personal Services	\$0.00	
Other Expenditures	\$124,000.00	
Total	<u>\$ 124,000.00</u>	<b>\$ 268,042.54</b>



	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	\$150,200.00	
Total	<u>\$ 150,200.00</u>	\$ 218,884.02
Job Creation Retention Grant - 280		
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ -
HOUSING FORECLOSURE FUND - 289		
Personal Services	\$265,758.31	
Other Expenditures	\$67,500.00	
Total	<u>\$ 333,258.31</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	\$311,738.87	
Other Expenditures	\$73,783.62	
Total	<u>\$ 385,522.49</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
STREET IMPROVEMENT - 471		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	<u>\$ -</u>	\$ 31,962.80

	2020 Jan. 1 to Dec. 31 <u>Appropriations</u>	2020 Estimated <u>Receipts</u>
HOME EXTERIOR MAINTENANCE - 480		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	\$ -	\$ 0.55
RECREATION BANNERS - 560		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	\$ -	\$ 2,150.85
D.A.R.E. PROGRAM FUND - 701		
Personal Services	\$0.00	
Other Expenditures	\$3,000.00	
Total	\$ 3,000.00	\$ 10,508.27
MAYORS COURT FUND - 730		
Personal Services	\$0.00	
Other Expenditures	\$294,000.00	
Total	\$294,000.00	\$ 723,079.41
ARCH P ENG PLAN - 734		
Personal Services	\$0.00	
Other Expenditures	\$4,365.00	
Total	\$4,365.00	\$ 4,366.77
TRUST & AGENCY ESCROW FUND - 736		
Personal Services	\$0.00	
Other Expenditures	\$80,000.00	
Total	\$80,000.00	\$ 360,967.78
UNCLAIMED MONIES - 738		
Personal Services	\$0.00	
Other Expenditures	\$10,479.84	
Total	\$10,479.84	\$ 10,479.84
ENTERPRISE PARK TRUST - 741		
Personal Services	\$0.00	
Other Expenditures	\$0.00	
Total	\$0.00	\$ 590.44
OHIO BD BLDG STD FUND - 743		
Personal Services	\$0.00	
Other Expenditures	\$4,500.00	
Total	\$4,500.00	\$ 10,677.56
<b>GRAND TOTAL</b>	<b>\$29,547,767.64</b>	<b>\$ 29,547,767.64 \$ 35,618,649.28</b>

**City of Maple Heights**  
**Council Expenditures over \$3,500.00**  
**Wednesday, November 18, 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
11/1/2020	2020-074	Finance Director	100.4000.55080	General	Building	Gas/ Fuel	\$80,190.86	\$150.00	\$80,040.86	Cuyahoga Landmark	Fuel for City Vehicles		
			100.7170.55080	General	MHCSD		\$329,256.07	\$8,000.00	\$321,256.07				
			252.1100.55080	General	Police		\$98,809.66	\$9,000.00	\$89,809.66				
			252.1200.55080	General	Fire		\$23,789.28	\$2,000.00	\$21,789.28				
Total Cost for Approval:								\$19,150.00					

<b>GRAND TOTAL</b>	<b>\$19,150.00</b>
--------------------	--------------------

All Approved

YES NO

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

Council President

## REQUEST FOR A PURCHASE ORDER

(THIS IS NOT A PURCHASE ORDER)

Department of Administrative Services  
Purchasing Division

**Council Approval  
2020-074**

Date: 11/1/2020

Vendor Code: **CU-LA050**

Suggested Supplier: **Cuyahoga Landmark Inc**

Ship To: **Various Departments**

Address: **PO Box 361189**

**Strongsville, Ohio 44136**

Telephone #

Tax ID:

[illegible]

**Total Amount: \$ 19,150.00**

Date Required: 11/1/2020

Appropriation Code(s): **Various Account Codes**Requisition By:                      **Melissa Robinson**

Approved By:

(Departmental Director/Chief)

### Competitive Price Quotations:

Date Received by Purchasing Division

## Expense Report

AS OF: 11/16/2020

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
<b>BUILDING COMMISSIONER</b>						
100-4000-52060	Continuing Education		1250.00	600.00	0.00	650.00
100-4000-52062	Office Supplies		700.00	367.05	0.00	332.95
100-4000-52063	Operating Supplies		833.64	554.20	73.98	205.46
100-4000-52150	Telephone		1000.00	456.98	476.82	66.20
100-4000-52930	Petty Cash		100.00	0.00	0.00	100.00
100-4000-55015	Professional Service		100.00	0.00	0.00	100.00
100-4000-55016	Legal Notices		100.00	0.00	0.00	100.00
100-4000-55017	Refund/Reimbursements		112735.00	45311.96	0.00	67423.04
100-4000-55059	Membership Dues		1800.00	1750.00	0.00	50.00
100-4000-55066	Copier Lease		255.00	232.76	21.16	1.08
100-4000-55071	Maintenance		982.19	346.96	635.23	0.00
100-4000-55072	Vehicle Parts/ Repairs		3735.00	2107.50	532.22	1095.28
100-4000-55080	Gas/Fuel		1741.10	1178.19	62.91	500.00
100-4000-55095	Outside Contractors		1565.00	1311.72	131.94	121.34
100-4000-55096	SAFEBUILT		332077.90	296144.93	26487.46	9445.51
TOTAL 4000	BUILDING COMMISSIONER		458974.83	350362.25	28421.72	80190.86
<b>BUILDING COMMISSIONER</b>						
TOTAL 100	GENERAL FUND		458974.83	350362.25	28421.72	80190.86
<b>TOTAL REPORT:</b>						
TOTAL 100	GENERAL FUND		458974.83	350362.25	28421.72	80190.86

## Expense Report

AS OF: 11/16/2020

YEAR: 2020

STARTING ACCOUNT: 100717052000

ENDING ACCOUNT: 100717059999

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
7170	MISCELLANEOUS EXPENSES					
100-7170-52000	NOACA Transportation for Livable Co		9202.37	9202.37	0.00	0.00
100-7170-52001	OPWC Direct Disbursements		35000.00	0.00	0.00	35000.00
100-7170-52061	Postage		5500.00	3079.90	1459.10	961.00
100-7170-52062	Office Supplies		1500.00	1075.87	282.69	141.44
100-7170-52063	Operating Supplies		550.00	367.24	100.00	82.76
100-7170-52069	COVID 19 Expenses		17000.00	10456.53	1924.13	4619.34
100-7170-52080	Special Events		500.00	371.73	0.00	128.27
100-7170-52150	Telephone		1680.00	758.03	141.97	780.00
100-7170-52410	Property Tax Fees		9000.00	7075.51	0.00	1924.49
100-7170-52805	Contingency		2180.00	1281.00	0.00	899.00
100-7170-52930	Petty Cash		167.00	0.00	166.86	0.14
100-7170-54200	Bank Fees		9500.00	3065.13	668.14	5766.73
100-7170-54201	Penalty & Interest		2800.00	0.00	0.00	2800.00
100-7170-55000	Other Administrative		1023.00	970.50	42.50	10.00
100-7170-55015	Professional Services		59450.00	41885.00	0.00	17565.00
100-7170-55016	Legal Notices		2000.00	2680.82	0.00	680.82
100-7170-55017	Reimbursement		100.00	0.00	0.00	100.00
100-7170-55059	Membership		1250.00	144.00	0.00	1106.00
100-7170-55080	MHSD Fuel		80000.00	41907.17	0.00	38092.83
100-7170-55852	Refunds/Reimbursements		5000.00	117.26	0.00	4882.74
100-7170-56000	DTAC		54500.00	50179.31	0.00	4320.69
100-7170-56001	Auditor's Treas. Fees		77300.00	74141.58	0.00	3158.42
100-7170-56009	RITA Collection Fees		250000.00	212219.10	0.00	37780.90
100-7170-56012	GOVDEALS FEES		1500.00	793.12	0.00	706.88
100-7170-56020	NEO Adv Energy District - Greenwork		7913.00	7912.61	0.00	0.39
100-7170-57271	Mphts Headlines Print Exp.		4000.00	1015.33	0.00	2984.67
100-7170-59200	Transfer to SAFER Grant Fund 295		24594.54	24594.54	0.00	0.00
100-7170-59225	Transfer to Street Lighting		180000.00	160000.00	0.00	20000.00
100-7170-59235	Transfer to Ambulance Billing		145000.00	64100.00	0.00	80900.00
100-7170-59236	Transfer to FEMA Grant		19251.03	19251.03	0.00	0.00
100-7170-59240	Transfer to Bond		520000.00	454774.80	0.00	65225.20
100-7170-59340	ADVANCE TO FUND 253		192510.17	192510.17	0.00	0.00
100-7170-59350	ADVANCE TO FUND 295		73783.62	73783.62	0.00	0.00
TOTAL 7170	MISCELLANEOUS EXPENSES		1793754.73	1459713.27	4785.39	329256.07
TOTAL 100	GENERAL FUND		1793754.73	1459713.27	4785.39	329256.07
TOTAL REPORT:			1793754.73	1459713.27	4785.39	329256.07

## Expense Report

AS OF: 11/16/2020

YEAR: 2020

STARTING ACCOUNT: 2521100520000

ENDING ACCOUNT: 2521100599999

## 252 AMBULANCE BILLING SERVICES

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
<b>POLICE</b>						
252-1100-52060	Continuing Education		5500.00	1199.00	590.00	3711.00
252-1100-52062	Office Supplies		3500.00	2860.30	302.67	337.03
252-1100-52063	Operating Supplies		6826.61	5416.16	977.13	433.32
252-1100-52064	Bullet Proof Vest		22445.00	4566.00	4595.50	13283.50
252-1100-52149	Cellphone		8835.03	5066.90	1967.33	1800.80
252-1100-52151	Car Washes		3500.00	2811.75	188.25	500.00
252-1100-52930	Petty Cash		350.00	415.46	0.00	65.46-
252-1100-55005	Drug/ Alcohol Screening		2000.00	432.00	0.00	1568.00
252-1100-55015	Professional Service Fees		31413.20	6880.96	8602.99	15929.25
252-1100-55016	Legal Notices		550.00	0.00	0.00	550.00
252-1100-55017	Reimbursements		546.08	546.08	0.00	0.00
252-1100-55059	Membership Dues		18000.00	5440.00	0.00	12560.00
252-1100-55064	Special Events		100.00	0.00	0.00	100.00
252-1100-55066	Leases		49500.00	14014.38	12848.48	22637.14
252-1100-55070	Equipment		47027.00	46353.24	718.00	44.24-
252-1100-55071	Maintenance & Repairs		12860.00	6534.79	2626.95	3698.26
252-1100-55072	Vehicle Parts/ Repairs		45328.11	34164.51	12066.66	903.06-
252-1100-55075	Vehicle Repair		46.87	46.87	0.00	0.00
252-1100-55080	Gas/Fuel		30000.00	29295.52	0.00	704.48
252-1100-55082	Uniforms		1500.00	0.00	0.00	1500.00
252-1100-55090	IT Expenses		59414.46	53072.47	4988.90	1353.09
252-1100-55093	Corona Emerg. Suppl. Funding (CESF)		19702.15	0.00	1534.40	18167.75
252-1100-55094	Body Worn Cameras-JAG LE		6084.97	6084.97	0.00	0.00
252-1100-55095	Outside Contractors		14650.00	13461.20	200.00	988.80
TOTAL 1100			389679.48	238662.56	52207.26	98809.66
<b>POLICE</b>						
<b>AMBULANCE BILLING SERVICES</b>						
TOTAL 252			389679.48	238662.56	52207.26	98809.66
<b>TOTAL REPORT:</b>						
TOTAL 252			389679.48	238662.56	52207.26	98809.66

## Expense Report

AS OF: 11/16/2020

YEAR: 2020

STARTING ACCOUNT: 252120052000

ENDING ACCOUNT: 252120059999

252

AMBULANCE BILLING SERVICES

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
FIRE						
1200						
252-1200-52062	Office Supplies		2109.95	2108.63	1.32	0.00
252-1200-52063	Operating Supplies		8783.61	6237.70	958.97	1586.94
252-1200-52149	Cellphone		3900.00	3364.29	308.00	227.71
252-1200-52930	Petty Cash		150.00	124.74	0.00	25.26
252-1200-55005	Drug/ Alcohol Screening		1500.00	0.00	0.00	1500.00
252-1200-55006	Ambulance Collection		1990.42	1721.38	0.00	269.04
252-1200-55015	Professional Fees		38509.58	35252.68	2182.92	1073.98
252-1200-55016	Legal Notices		210.00	0.00	0.00	210.00
252-1200-55020	Medical Supplies		3000.00	2046.22	0.00	953.78
252-1200-55059	Membership		4500.00	4365.00	0.00	135.00
252-1200-55066	Leases		40305.00	40187.93	116.59	0.48
252-1200-55067	Lease - Fire Truck		43571.53	43571.53	0.00	0.00
252-1200-55068	Vehicle Purchase		20000.00	18500.00	0.00	1500.00
252-1200-55070	Equipment		8100.00	4408.92	0.00	3691.08
252-1200-55071	Maintenance & Repairs		19700.00	16189.14	0.00	389.48-
252-1200-55072	Vehicle Parts/ Repairs		45000.00	40881.21	5250.59	1131.80-
252-1200-55080	Gas/Fuel		21000.00	14514.65	2485.35	4000.00
252-1200-55082	Uniforms		8105.00	84.00	0.00	8021.00
252-1200-55090	IT Expenses		19232.00	17350.54	0.00	1881.46
252-1200-55095	Outside Contractor		53000.00	51425.17	1340.00	234.83
TOTAL 1200			342667.09	302333.73	16544.08	23789.28
FIRE						
TOTAL 252	AMBULANCE BILLING SERVICES		342667.09	302333.73	16544.08	23789.28
TOTAL REPORT:						
			342667.09	302333.73	16544.08	23789.28