



April 26, 2022

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Public Hearing: Thursday, April 28, 2022 @ 7:15pm**

I. ROLL CALL

II. PURPOSE OF HEARING:

ORD.NO. 25 - 2022 [J. GARVAS, V. VENTURA]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE REAL PROPERTY KNOWN AS PERMANENT PARCEL NO. 33-11015 FOR THE AMOUNT OF \$625,000, AND APPROPRIATING THAT AMOUNT

1st Read 4-5-2022
2nd Read
3rd Read

III. ADJOURNMENT [J. TULLEY, D. FINLEY]



April 26, 2022

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, April 28, 2022**
“Council Office Hours” with Councilor Finley: 6:15pm
Work Session: 6:45pm
Public Hearing on ORD 25-2022: 7:15pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. PROCLAMATION BY THE MAYOR FOR THE NORDONIA HIGH SCHOOL WRESTLING TEAM

IV. APPROVAL OF MINUTES [J. BRANDT, J. GARVAS]

Thursday, March 24, 2022 – Regular Council Meeting
Tuesday, April 5, 2022 – Special Council Meeting

V. PUBLIC COMMENTS

VI. CORRESPONDENCE

VII. PENDING &/OR NEW LEGISLATION

ORD.NO. 25 - 2022 [J. GARVAS, V. VENTURA]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE REAL PROPERTY KNOWN AS PERMANENT PARCEL NO. 33-11015 FOR THE AMOUNT OF \$625,000, AND APPROPRIATING THAT AMOUNT

1st Read 4-5-2022
2nd Read

3rd Read

RES.NO. 27 - 2022 [J. BRANDT, D. FINLEY]

A RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE PLANS, BIDS, AND DESIGN SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, TO ENTER INTO A CONTRACT FOR THE CITY OF MACEDONIA RECREATION CENTER FLOORING REMODEL PROJECT

1st Read
2nd Read
3rd Read

RES.NO. 28 - 2022 [J. TULLEY, V. VENTURA]

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATION TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR A REPLACEMENT FIRE ALARM/JAIL DOOR CONTROL SYSTEM WITHIN CITY HALL

1st Read
2nd Read
3rd Read

RES.NO. 29 - 2022 [J. BRANDT, J. GARVAS]

A RESOLUTION AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR 2022 PROGRAM FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE “LONGWOOD PARK MULTI-USE TRAIL PROJECT”

1st Read
2nd Read
3rd Read

RES.NO. 30 - 2022 [V. VENTURA, D. FINLEY]

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE CITY OF MACEDONIA POLICE DEPARTMENT IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15

1st Read
2nd Read
3rd Read

RES.NO. 31 - 2022 [D. FINLEY, J. TULLEY]

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DR. KENNETH D. VARIAN AS THE REPRESENTATIVE OF THE CITY OF MACEDONIA TO THE SUMMIT COUNTY BOARD OF HEALTH

1st Read
2nd Read
3rd Read

ORD.NO. 32 - 2022 [V. VENTURA, J. GARVAS]

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TIM LALLY CHEVROLET FOR THE PURCHASE OF FOUR (4) CHEVROLET TAHOES FOR THE CITY POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$248,000.00 WITHOUT THE NECESSITY OF ADVERTISEMENT AND FORMAL BIDDING

1st Read
2nd Read
3rd Read

ORD.NO. 33 - 2022 [J. TULLEY, D. FINLEY]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO COMPLETE AND EXECUTE THE PRELIMINARY LEGISLATION AND AGREEMENTS AS MANDATED BY ODOT FOR PROJECT SUM-HIGHLAND/VALLEY VIEW ROAD PID NO. 113161

1st Read
2nd Read
3rd Read

RES.NO. 34 - 2022 [J. GARVAS, J. BRANDT]

A RESOLUTION AMENDING RESOLUTION NO. 30-2021 RELATIVE TO THE COMPENSATION FOR THE POSITION OF CLERK OF COUNCIL

1st Read
2nd Read
3rd Read

VIII. MOTIONS/OTHER LEGISLATIVE ACTION

IX. MAYOR'S REPORT

X. COMMITTEE REPORTS

XI. DEPARTMENT REPORTS

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Chief Brian Ripley
Police Department:	Chief Jon Golden
Human Resources Department:	Director Annette Smith
Building Department:	Commissioner Robert Rodic
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT [D. FINLEY, J. TULLEY]

May

Public Notice of City Meetings / Calendar of Events / Dates of Interest

***Public Comment for those not able to attend in-person at the April 28th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on April 27th, 2022 and will be subsequently made available to the public.**

***Note ***

- In-person meetings have resumed. This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council's meeting will also be livestreamed through Microsoft Teams. The link to access will be available on the City of Macedonia's website www.macedonia.oh.us



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Mayor's Court	4	5	6	7 Longwood Manor Ladies Tea
8	9	10 Mayor's Court	11	12 City Council Work Session Cemetery Annual Board Meeting City Council Meeting	13	14 City-wide Garage Sale
15 City-wide Garage Sale	16 Planning Commission	17 Mayor's Court	18 Parks & Recreation Commission Board of Zoning Appeals	19	20	21 Family Fishing Day
22	23	24 Mayor's Court Longwood Manor Historical Society Meeting	25	26 City Council Work Session City Council Meeting	27	28
29	30 Memorial Day	31 Mayor's Court				

Record of Proceedings
Regular Council Meeting
March 24th, 2022

1 Presiding Officer, Council President Jessica Brandt, Mayor Pro Tempore, called the March 24th, 2022
2 regular meeting to order at 7:30p.m..
3

4 **Present:** Council members Jessica Brandt, Jeff Garvas, Jan Tulley, and Vini J. Ventura. Also
5 present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.

6 **Absent:** Mayor Nicholas Molnar, Councilor Dave Finley
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE** Chaplain Tom O'Brien of Nordonia Hills American
9 Legion 801.
10

11 Ms. Brandt noted the Mayor is absent due to a planned trip to celebrate he and his wife's 20th wedding
12 anniversary, and Council wishes them a Happy Anniversary!
13

14 **APPROVAL OF MINUTES:**
15

16 Ms. Brandt moved, second by Mr. Garvas, to approve the minutes of the regular meeting of March 10,
17 2022 as received from the Clerk of Council. The motion carried unanimously upon a voice vote.
18

19 **PUBLIC COMMENTS:** None
20

21 **CORRESPONDENCE:** None
22

23 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
24

25 **ORDINANCE NO. 20-2022**

26 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
27 CONTRACT WITH RONYAK PAVING, INC. FOR PHASE II OF THE HIGHLAND ROAD
28 RESURFACING PROJECT was offered by Ms. Tulley for **first, second and third reading by title only.**
29 Seconded by Mr. Ventura.
30

31 Dir. Gigliotti explained this ordinance awards the contract to Ronyak Paving for the resurfacing of
32 Highland Road, between Valley View and Chamberlin Roads, with the work scheduled for this Summer.
33

34 Ms. Tulley moved, second by Mr. Ventura, to **adopt ORD.NO. 20-2022 and post the same according**
35 **to law.** Motion carried unanimously by a voice vote. **ORD.NO. 20-2022 declared and adopted.**
36

37 **ORDINANCE NO. 21-2022**

38 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
39 CONTRACT WITH PERRIN ASPHALT COMPANY FOR THE REPAVING OF THE CITY-OWNED
40 PARKING AREA ADJACENT TO CURRENT GOLF FACILITIES was offered by Mr. Ventura for
41 **first, second and third reading by title only.** Seconded by Ms. Tulley. The motion carried unanimously
42 by a voice vote.
43

44 Dir. Gigliotti stated this ordinance awards the contract to Perrin Asphalt for the repaving of the parking
45 lot at Windmill Golf, which is owned by the City. Work is also scheduled for this Summer.
46

47 Mr. Ventura moved, second by Ms. Tulley, to **adopt ORD.NO. 21-2022 and post the same according**
48 **to law.** Motion carried unanimously by a voice vote. **ORD.NO. 21-2022 declared and adopted.**
49

50 **ORDINANCE NO. 22-2022**

51 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
52 CONTRACT WITH SPECIALIZED CONSTRUCTION, INC. FOR THE 2022 ROAD

Record of Proceedings
Regular Council Meeting
March 24th, 2022

53 IMPROVEMENT PROGRAM was offered by Ms. Tulley for **first, second and third reading by title**
54 **only**. Seconded by Mr. Garvas. The motion carried unanimously by a voice vote.
55

56 Dir. Gigliotti explained this ordinance awards the contract for the annual road program to Specialized
57 Construction, with work scheduled for this Summer. Roads to be repaved this year, in no particular order,
58 are: Bluejay Trail, Shoshone Trail, Whispering Woods Drive, Prairie Crossing, Brook Circle, Mimosa
59 Drive and Capital Boulevard.
60

61 Ms. Tulley moved, second by Mr. Garvas, to **adopt ORD.NO. 22-2022 and post the same according to**
62 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 22-2022 declared and adopted.**
63

64 **ORDINANCE NO. 23-2022**

65 AN EMERGENCY ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO
66 EXCEED \$580,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE
67 PURPOSE OF RETIRING OUTSTANDING BOND ANTICIPATION NOTES OF THE CITY ISSUED
68 TO PAY THE PROPERTY OWNERS' PORTION OF THE COSTS, IN ANTICIPATION OF THE
69 LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, RELATED TO THE CONSTRUCTION
70 OF A RIGHT-IN RIGHT-OUT ACCESS ROAD OFF OF STATE ROUTE 8 TO PROVIDE INGRESS
71 AND EGRESS TO THE CROSSROADS/GOLDEN LINK SHOPPING CENTER, TOGETHER WITH
72 ALL NECESSARY APPURTENANCES AND RELATED IMPROVEMENTS THERETO was offered
73 by Mr. Garvas for **first, second and third reading by title only**. Seconded by Ms. Tulley. The motion
74 carried unanimously by a voice vote.
75

76 The Clerk informed Council of the receipt of the fully executed Fiscal Officer's Certificate.
77

78 Dir. Veres stated this is the final phase in finishing the right-in right-out and signage that was recently
79 completed. This is a 6-month note that will carry the City to bonding out the costs that will not be paid in
80 cash by the property owners.
81

82 Mr. Garvas moved, second by Ms. Tulley, to **adopt ORD.NO. 23-2022 and post the same according to**
83 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 23-2022 declared and adopted.**
84

85 **MOTIONS / OTHER LEGISLATIVE ACTION:**

86
87 Mr. Ventura moved, second by Ms. Tulley to accept an anonymous donation in the amount of \$100.00 to
88 be used towards gasoline for the City Senior Meal Delivery program volunteers. Motion carried
89 unanimously by a voice vote.
90

91 **MAYOR'S REPORT**

92
93 ~While the Mayor is absent for this meeting, Ms. Brandt wished to echo one of the Mayor's
94 customary messages, which is "don't drive distracted; put down the phones"
95

96 **COMMITTEE REPORTS**

97
98 **Parks & Recreation Commission:** Ms. Brandt reported the last Commission meeting was on
99 Wednesday, March 16, where discussion was had on the plans for trail expansion. Thanks to Dir.
100 Gigliotti for providing a map of the proposed trail expansion. Some changes were suggested and will be
101 further discussed at the next meeting on Wednesday, April 20th at the Recreation Center.
102

103 **Cemetery Board:** Ms. Tulley reported the next meeting will take place at the cemetery on Wednesday,
104 April 6 at 6pm. Discussion has been taking place on where to find the money and obtaining the best
105 quote for work to be done on the driveway/road in the cemetery.

Record of Proceedings
Regular Council Meeting
March 24th, 2022

106
107 **JEDD** Mr. Ventura reported the first JEDD meeting of the year will be held in Council Chambers on
108 Tuesday, April 5 at 4:30pm and is open to the public.
109

110
111 **DEPARTMENT REPORTS**
112

113 **Service Department:** Interim Director Dzurnak – The Service Department has been patching holes and
114 picking up litter. The Department just started ditching and has been doing culvert replacements.
115

116 **Engineer:** Director Gigliotti- Thanks to Council for the passage of Ordinances 20, 21 and 22. Contracts
117 can now be signed and ask the contractors to begin scheduling the work as soon as possible.
118

119 **Parks and Recreation Department:** Director Chadock – The transition for Fitness Room 1 from a room
120 to once again being an open weight room area has been completed, with equipment expected to arrive
121 next week. The print version of the MACTivity guide should arrive next Wednesday, with great positive
122 feedback from the community thus far for the online version. April 8 will see the Egg Hunt in Longwood
123 Park, with registration encouraged. Springfest will be held on April 23.
124

125 **Finance Department:** Director Veres – Reminder to residents that the RITA refund deadline is Friday,
126 July 15. Ms. Brandt questioned whether the refunds have begun processing, to which Dir. Veres replied
127 they have already started going out to individuals.
128

129 **Fire Department:** Chief Ripley – Due to a wiring issue that happened on State Route 82 on Friday,
130 March 18, the Fire, Police and Service Departments were able to collaborate on equipment that was
131 received last year to control the traffic. Congratulations to the Service Department on a great job of
132 plowing the roads and keeping them passable this past Winter season. Happy Easter to everyone since the
133 next meeting prior to the holiday is cancelled. As the weather gets warmer, please be on the lookout for
134 pedestrians and cyclists on the roads.
135

136 **Police Department:** Chief Golden – Construction continues in the Police Department, with the painting
137 on the walls complete. Carpet installation expected the first week of April.
138

139 **HR Department:** Director Smith – Absent
140

141 **Building Department:** Commissioner Rodic – Absent
142

143 **IT Department:** Director Collins – The recent power outage created some IT issues. Thanks to Chief
144 Ripley in helping reassess the generator situation to hopefully avoid issues like this in the future. Major
145 projects include digitizing the mechanics garage so invoices can be scanned, and also having the ability to
146 electronically report how much each vehicle is costing in repairs over the course of the year(s).
147

148 **Law Department:** Director Guidetti – No report
149

150
151 **UNFINISHED BUSINESS:** None
152

153 **NEW BUSINESS:** Ms. Tulley wishes to extend condolences to the family of Mrs. Phyllis Nestor, who
154 was a teacher in the Nordonia Hills school district. Upon her retirement she stayed extremely active in
155 the schools and community.
156

157 Ms. Brandt reminded residents the next Council meeting will be on Thursday, April 28 since the April 14
158 meeting was cancelled.

Record of Proceedings
Regular Council Meeting
March 24th, 2022

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There being no further business, Mr. Ventura moved, second by Mr. Garvas, to **adjourn the meeting**.
The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
approximately 7:45p.m.

Date: _____

Attest: _____
Jon Hoover, Clerk of Council

Mayor Pro Tempore: _____
Jessica Brandt

Record of Proceedings
Special Council Meeting
April 5th, 2022

1 Presiding Officer, Mayor Nicholas Molnar called the April 5th, 2022 special meeting to order at 6:00p.m.

2
3 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley, and Vini J.
4 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.
5

6 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

7
8 **RESOLUTION NO. 24-2022**

9 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DANIEL R. WILSON
10 AS THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF MACEDONIA was offered by Mr.
11 Ventura for **first, second and third reading by title only**. Seconded by Ms. Brandt. The motion carried
12 unanimously by a voice vote.
13

14 Mayor Molnar detailed the extensive search and hiring process to find the right candidate for the City and
15 feels that Mr. Wilson is that person. If confirmed, Mr. Wilson's start date will be April 25, 2022.
16

17 Dir. Smith echoed the Mayor's statements.
18

19 Ms. Brandt moved, second by Mr. Ventura, to **amend RES.NO. 24-2022, Section 3 to read "915.65**
20 **hours" as opposed to the estimated 95 hours and eliminate the parentheses that had the hours in**
21 **question**. The motion carried unanimously by a voice vote.
22

23 Mr. Ventura moved, second by Ms. Brandt, to **adopt RES.NO. 24-2022 and post the same according to**
24 **law**. Motion carried unanimously by a voice vote. **RES.NO. 24-2022 declared and adopted**.
25

26 Mr. Wilson was in attendance and stated it was an honor and privilege to have the opportunity to serve the
27 City.
28

29 **ORDINANCE NO. 25-2022**

30 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE
31 AGREEMENT FOR THE REAL PROPERTY KNOWN AS PERMANENT PARCEL NO. 33-11015
32 FOR THE AMOUNT OF \$625,000, AND APPROPRIATING THAT AMOUNT was offered by Mr.
33 Garvas for **first reading by title only**.
34

35 The Mayor opened up a discussion for questions from Council and to let the residents know the intentions
36 of the City in regard to this property. In response to a question from Ms. Brandt on the location of the
37 property, the Mayor explained it was the location of an old school that has been sitting vacant for over 10
38 years. The City is aware of numerous inquiries over the years by entities exploring the purchase of the
39 land. Part of the Redevelopment and Future Growth Committee Update from December 2016 proposed a
40 City Center at this location. While the Mayor does not know how long this would take, nor the future of
41 any potential projects, this would be a first step in moving toward that direction.
42

43 Ms. Tulley questioned whether the original plan from 2016 that included buying the homes on Park
44 Avenue would be part of a new plan, to which the Mayor responded it would not. Ms. Tulley also
45 suggested holding a public hearing where residents can come and voice their opinions on the matter. She
46 stated that the City needs to be conscious of the financial and logistical implications of such a purchase
47 and be ready to answer questions like these that the residents might have.
48

49 The Mayor noted that the property was appraised at \$675,000, but he was able to negotiate down to
50 \$625,000. Also key, he stated, is that tax dollars are not going to be used to purchase the property.
51 Rather, the proceeds from the sale of the former Bedford Anodizing property would be utilized for this
52 purpose.
53

Record of Proceedings
Special Council Meeting
April 5th, 2022

54 Ms. Brandt stated this land purchase is not a promise to build a “downtown” and its accompanying
55 businesses, but a bookmark to hold the property so the City can be in charge of finding the right
56 developers and investors for the location. If the right investor does not materialize, the City always has
57 the option to sell the land.

58
59 Ms. Tulley shared the history of past development plans for the property.

60
61 Mr. Garvas suggested putting a public hearing on the calendar so that residents can give their input. Ms.
62 Brandt responded with 7:15pm immediately preceding the next regular Council meeting on Thursday,
63 April 28, 2022.

64
65 **ORDINANCE NO. 26-2022**

66 AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
67 PARTICIPATE IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2022 was offered by Mr.
68 Finley for **first, second and third reading by title only**. Seconded by Ms. Tulley. The motion carried
69 unanimously by a voice vote.

70
71 Interim Dir. Dzurnak reported the City needs salt for the next Winter season and that the cost per ton of
72 salt is unknown at this point as the rate is still being negotiated.

73
74 Mr. Finley moved, second by Ms. Tulley, to **adopt ORD.NO. 26-2022 and post the same according to**
75 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 26-2022 declared and adopted.**

76
77 **MOTIONS / OTHER LEGISLATIVE ACTION:**

78
79 Ms. Brandt moved, second by Mr. Garvas, to **enter into executive session to discuss the appointment,**
80 **employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or**
81 **official pursuant to Ohio Revised Code Sections 121.22(G)(1)**. Motion carried unanimously by a roll
82 call vote.

83
84 At 6:24p.m. Council reconvened into its regular meeting.

85
86 There being no further business, Ms. Tulley moved, second by Mr. Finley, to **adjourn the meeting**. The
87 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately
88 6:24p.m.

89
90
91 **Date:** _____

92
93
94 **Attest:** _____
95 Jon Hoover, Clerk of Council

96
97
98 **Mayor:** _____
99 Nicholas Molnar

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 25 - 2022**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE REAL PROPERTY KNOWN AS PERMANENT PARCEL NO. 33-11015 FOR THE AMOUNT OF \$625,000, AND APPROPRIATING THAT AMOUNT

WHEREAS, the Mayor and Council desire to purchase approximately 3.85 acres of real property having a current address of 9735 Valley View Road and bearing P.P.N. 33-11015 for the amount of \$625,000 for public purposes; and

WHEREAS, Council further desires to appropriate the amount of \$625,000 for such purchase, said amount being determined reasonable upon appraisal of said property.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Mayor is hereby and herein authorized and directed to enter into a real estate purchase contract with J&J Valley Development, L.L.C. for the purchase of the real property with the current address of 9735 Valley View Road, Macedonia, Ohio 44056 and known as P.P.N. 33-11015, for an amount not to exceed \$625,000 plus miscellaneous closing costs.

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

WHEREFORE, this Ordinance shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: PARKS AND RECREATION

SPONSOR: Brandt

**CITY OF MACEDONIA
RESOLUTION NO. 27 -2022**

**A RESOLUTION
AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE
PLANS, BIDS, AND DESIGN SPECIFICATIONS, AND FURTHER AUTHORIZING
THE MAYOR TO ADVERTISE FOR BIDS, TO ENTER INTO A CONTRACT FOR
THE CITY OF MACEDONIA RECREATION CENTER FLOORING REMODEL
PROJECT**

WHEREAS, based upon recommendation of the City’s Director of Parks and Recreation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to remodel the flooring of the lobby, halls, “Activity Room”, “stairwells”, “bridge” and front desk area located within the City of Macedonia Recreation Center; and

WHEREAS, Council therefore wishes to authorize the Director of Parks and Recreation to prepare plans, bids, and design of specifications, and thereafter authorizes the Mayor to advertise for bids, to enter into a contract for a floor remodeling project for the City of Macedonia Recreation Center.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Director of Parks and Recreation is authorized and directed to prepare plans, bids, and design specifications, and thereafter the Mayor is authorized and directed to advertise for bids, in order to remodel certain flooring within the City of Macedonia Recreation Center.

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 of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution shall take effect upon adoption by council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 28 -2022**

A RESOLUTION

AUTHORIZING THE CITY ADMINISTRATION TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR A REPLACEMENT FIRE ALARM/JAIL DOOR CONTROL SYSTEM WITHIN CITY HALL

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to replace the fire alarm/jail door control system located within City Hall; and

WHEREAS, Council therefore wishes to authorize the City Administration, with input from its Fire Chief, to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids, for the replacement of the fire alarm/jail door control system located within City Hall.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the City Administration, with input from the Fire Chief, is authorized and directed to prepare plans, bids and specifications, and thereafter that the Mayor is authorized and directed to advertise for bids, for the replacement of the fire alarm/jail door control system located within City Hall.

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 of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA
RESOLUTION NO. 29 -2022**

**A RESOLUTION
AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR
2022 PROGRAM FUNDING FROM THE OHIO DEPARTMENT OF NATURAL
RESOURCES FOR THE “LONGWOOD PARK MULTI-USE TRAIL PROJECT”**

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources (“ODNR”), administers financial assistance to localities for public recreation purposes through the “Recreational Trails Program” and/or the “Clean Ohio Trails Fund Program” (“ODNR Programming”); and

WHEREAS, the City of Macedonia desires to submit an application for local funding under ODNR Programming for calendar year 2022 for the City project known as the “Longwood Park Multi-Use Trail Project” within the City of Macedonia; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all City residents to authorize the Mayor to take all actions necessary to submit an application to ODNR for local 2022 calendar year funding from the Recreational Trails Program and/or Clean Ohio Trails Fund Program for the Longwood Park Multi-Use Trail Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit, State of Ohio, that:

Section 1. The Mayor is hereby authorized take such steps as are necessary and apply to ODNR to participate in local funding from the Recreational Trails Program and/or Clean Ohio Trails Fund Program for the 2022 calendar year for the Longwood Park Multi-Use Trail Project, consistent with the document attached as Exhibit “A” and incorporated by reference.

Section 2. The Clerk of Council is authorized and directed to send a copy of this Resolution to ODNR to assist in fulfilling the application requirements.

Section 3. The City of Macedonia agrees to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Recreational Trails Program and/or the Clean Ohio Trails Fund Program.

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 of this Council, and that all deliberations of Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Resolution shall take effect upon adoption by Council and signature by the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

Data Sheet for

Ohio Department of Natural Resources - Clean Ohio Trail Funds Grant Request

Longwood Park Multi-Use Trail Project in the City of Macedonia

Project Description:

The project involves the construction of the Longwood Park Multi-Use Trail, a distance of 1.73 miles through the Longwood Park Property. The looping trail will begin and end at the Macedonia Recreation Center. The multi-use trail will be a ten foot (10') wide ADA compliant trail designated as a non-motorized trail for walking, bicycling, jogging and other similar uses. The City owns the various parcels of land that Longwood Park is located on and where the multi-use trail will be constructed. This route was identified as a connecting multi-use trail to various park amenities and the existing parking lots located at the Macedonia Recreation Center.

Project Cost and Funding Request:

The Estimated Total Project Cost is \$1,127,600. The City of Macedonia is requesting \$500,000 or 44% of the cost of the project from the ODNR's Clean Ohio Trail Fund and will provide for the balance of the project funding of \$627,500 or 56% of the project costs

Site Vicinity Map:



ORIGINATOR: POLICE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
RESOLUTION NO. 30 -2022**

A RESOLUTION

AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE CITY OF MACEDONIA POLICE DEPARTMENT IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15

WHEREAS, the Police Department of the City of Macedonia is in possession of a 2015 Ford Explorer K-9 Police SUV owned by the City, VIN No. 1FM5K8AR7FGC40945, an odometer reading of approximately 82,000 original miles, with all current installed lights and an “Ace” K-9 cage system, and that is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired; and

WHEREAS, City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15 provide for the disposition of personal municipal property, including obsolete, or unfit equipment no longer needed for public use, or for the use for which the property was acquired, including the disposition of such property via internet auction to be authorized by the legislative authority of the municipal corporation; and

WHEREAS, Council desires to dispose of such municipal property by way of internet auction pursuant to City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15; and

WHEREAS, Council deems it necessary and in the best interest to the health, safety and welfare of all City residents to dispose of such municipal property by internet auction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, Summit County and State of Ohio:

Section 1. That the Chief of Police for the City of Macedonia has recommended that the 2015 Ford Explorer K-9 Police SUV bearing VIN No. 1FM5K8AR7FGC40945, with all currently-installed lights and K-9 cage system, that is currently in the possession of the City of Macedonia Police Department, be disposed of by internet auction after having determined that such property is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired.

Section 2. That upon review of the information provided by the City Police Department and its Police Chief, Council hereby authorizes the sale of the property by internet auction, such property being no longer needed for public use, or is obsolete or unfit for the use for which it was acquired.

Section 3. The sale of the property shall be conducted by the Police Chief through the internet auction site:

GovDeals
100 Capital Commerce Blvd., Suite 110
Montgomery, AL 36117
www.govdeals.com

Section 4. The municipal property sold by internet auction shall be available for public bid for a minimum of fifteen (15) calendar days, including Saturdays, Sundays and legal holidays, allotted for bidding, and the property shall have minimum reserve pricing of \$8,000.00.

Section 5. It is found and determined that all the formal action of this Council concerning and relating to the adoption of the Resolution was adopted in an open meeting of this Council, and that all deliberations of the Council, and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 6. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Finley

**CITY OF MACEDONIA
RESOLUTION NO. 31 -2022**

**A RESOLUTION
CONFIRMING THE APPOINTMENT BY THE MAYOR
OF DR. KENNETH D. VARIAN AS THE REPRESENTATIVE OF THE
CITY OF MACEDONIA TO THE SUMMIT COUNTY BOARD OF HEALTH**

WHEREAS, Dr. Michele Krysinski previously resigned from her position as the representative of the City of Macedonia to the Summit County Board of Health; and

WHEREAS, there is a need to fill the vacancy for the position of representative of the City of Macedonia to the Summit County Board of Health created by Dr. Krysinski's resignation; and

WHEREAS, the Mayor has appointed Dr. Kenneth D. Varian, M.D., Ph.D. as the representative of the City of Macedonia to the Summit County Board of Health to the remainder of the current term, expiring December 31, 2024, subject to the confirmation of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the appointment by the Mayor of Dr. Kenneth D. Varian as the representative of the City of Macedonia to the Summit County Board of Health, to fill the current vacancy with a term ending December 31, 2024, is hereby and herein confirmed.

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 of this Council, and that all deliberations of the 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.

Section 3. Wherefore, this Resolution shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

ORIGINATOR: POLICE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 32 -2022**

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH TIM LALLY CHEVROLET FOR THE PURCHASE
OF FOUR (4) CHEVROLET TAHOES FOR THE CITY POLICE DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$248,000.00 WITHOUT THE NECESSITY
OF ADVERTISEMENT AND FORMAL BIDDING**

WHEREAS, Ohio Revised Code § 732.05 provides that in the case of a real and present emergency, arising in connection with the operation of any municipal department, the legislative authority may, by two-thirds vote of all of its members elected thereto, authorize entering into a contract for a purchase without formal bidding and advertising; and

WHEREAS, it has been found that a real and present emergency exists for the City Police Department in that at least four vehicles (Ford Explorers) currently in the Police Department's fleet of vehicles are at or near their scheduled end-of-life, rapidly deteriorating given the high mileage/idle hours on each of the said vehicles, and need to be replaced in order to protect the integrity of the operations of the City's Police Department, to preserve the Department's ability to properly patrol, respond to incidents and perform other normal operations which require the use of police vehicles, and to maintain the safety of officers, residents and the community while performing those functions; and

WHEREAS, as a result of the current state of the supply chain given the COVID-19 pandemic, including a shortage in chips used for vehicles, certain manufacturers have currently cancelled participation in governmental cooperative purchasing programs which has contributed to said emergency; and

WHEREAS, a widespread shortage in vehicles exists across the country, and there are substantial delays when ordering new vehicles which has also contributed to said emergency; and

WHEREAS, the Police Department currently has a limited opportunity to purchase vehicles through Tim Lally Chevrolet that will allow the Police Department's aging vehicles (Ford Explorers) to be replaced as expeditiously as possible with four (4) new 2022/2023 Police Chevrolet Tahoes with 5.3L V-8 engines; and

WHEREAS, in order to prevent damage to the operations of the Police Department, and due to the existence of this real and present emergency, Council has determined that such purchase shall be made from Tim Tally Chevrolet for an amount not to exceed two hundred forty-eight thousand dollars (\$248,000.00) without the need of advertisement and formal bidding.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, State of Ohio:

Section 1. That the Council of the City of Macedonia hereby authorizes and directs the Mayor to enter into a contract, subject to the procurement of appropriate financing, with Tim Lally Chevrolet for the purchase of four (4) new 2022/2023 Police Chevy Tahoes with 5.3L V-8 engines in an amount not to exceed \$248,000.00, which has been deemed the best available price for such vehicles, without advertising and formal bidding due to the existence of a real and present emergency in replacing the Police Department's aging vehicles which, if not replaced, would jeopardize operations of the Police Department.

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

Section 3. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of a municipal department, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



Estimate
EST-9947

Hall Public Safety Upfitters
Corporate Office
8291 Darrow Rd.
Twinsburg, Ohio 44087
855-387-3911
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer
Macedonia Police Department

Attn: Finance Dept
9691 Valley View Rd.2nd Floor
Macedonia, OH 44056

Estimate Date : September 22, 2021
Expiration Date : October 22, 2021
Project : 2022 Chevy Tahoe PPV
Sales rep : Dave Butch

Ship To
9691 Valley View Rd.
Macedonia, OH 44056

#	Item & Description	Qty	Rate	Amount
1	Department will supply...Rear Sound off lights for next to plate X 2, Upper rear hatch window IONS X 2, Lower rear hatch window Ions X 2, Side console computer mount, Computer, Computer power supply, Dual gun rack, Watchguard camera system, Two two-way radios, Mag mics X 2, Chargeguard, Radar with front and rear antennas, Flashlight with charger	1.00	0.00	0.00
2	Labor - Mobile SKU : Labor - Mobile Complete strip-out...Vehicle to be announced Note...Confirm this with Sgt. at time of build. Department may only require transferring items to be removed	1.00	300.00	300.00
3	Whelen 54" Legacy DUO WeCanX Lightbar- Red/Blue with white front and amber rear SKU : EB2SP3]	1.00 EA	2,099.99	2,099.99
4	Whelen Lightbar Mount Kit for 2021 Tahoe and 19-21 Chevy Silverado 1500 SKU : MKEZ101	1.00 EA	66.40	66.40
5	Whelen Cencom Core Amplifier Control Module SKU : C399	1.00 EA	1,043.20	1,043.20
6	Whelen Core controller 8 push buttons, 4 position slide switch, 7 position rotary knob and traffic advisor buttons SKU : CCTL6	1.00 EA	0.00	0.00
7	Whelen Vehicle to Vehicle Module, Includes Internal Antenna SKU : CV2V	1.00 EA	223.02	223.02
8	Whelen Installation Kit for Cencom Core for 2021 Chevy Tahoe SKU : C399K6	1.00 EA	0.00	0.00
9	Whelen WeCanX 16 Output Expansion Module SKU : CEM16	1.00 EA	175.39	175.39

#	Item & Description	Qty	Rate	Amount
27	Hint Equipment Installation Case for SETINA Rear Cargo Partition with CUTOUT for 20-21 PIU SKU : EIC-7712-20-SETINA	1.00 EA	311.17	311.17
28	Jedca rear storage/organizer solution SKU : E0631D	1.00 EA	299.99	299.99
29	Two way radio antenna and cable SKU : Antenna	3.00 EA	85.00	255.00
30	Circuit breaker Safety circuit breaker	1.00	45.00	45.00
31	Data control harness and cables SKU : Data control	1.00 EA	95.00	95.00
32	Misc. wires, connectors, supplies and hardware SKU : Misc. wires	1.00 EA	275.00	275.00
33	Labor - Mobile SKU : Labor - Mobile Install all listed items. Plus department supplied items listed above. Wire in and test.	1.00	3,400.00	3,400.00
34	Flash factory lights if equipped with option	1.00	0.00	0.00
			Sub Total	16,537.13
			Shipping charge	375.00
			Total	\$16,912.13

Notes

Thank you for your business !!

****Remit to/Mailing Address****
12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days



**Tim Lally Chevrolet
&
Specialty Advanced Vehicle Equipment
(SAVE)**

ORDER/PRICE SHEET

²
2021 Chevy Tahoe PPV/SSV

* Estimate *

CC10706 Tahoe 2 x 4		✓
9C1 Police Pursuit Package 4X4	\$3294.00	✓
5W4 Special Service Vehicle 4x4	\$2878.00	_____
A50 Front Bucket Seats full center console	\$349.00	_____
AMF 4 Additional Key Fob Remotes	\$75.00	✓
BTV Remote Vehicle Start	\$299.00	✓
UE0 OnStar Delete	\$-75.00	_____
UN9 Radio Suppression Package	\$95.00	_____
5TF Front Cloth/Rear Vinyl	N/C	_____
6J3 Grille Lamps and Siren speaker wiring	\$91.00	✓
6J4 Horn Siren Circuit Wiring	\$55.00	✓

36,000

6J7 Flasher system Headlamp/Taillamp	\$50.00	<input checked="" type="checkbox"/>
7X6 Left Hand Spotlight	Included	<input type="checkbox"/>
7X7 Left and right Spotlights	\$1340.00	<input type="checkbox"/>
WX7 Wiring Auxillary speaker	\$60.00	<input type="checkbox"/>
6C7 Red and White large dome light	\$169.00	<input type="checkbox"/>
6E2 Key common	\$25.00	<input checked="" type="checkbox"/>
6N5 Inoperative rear windows	\$57.00	<input checked="" type="checkbox"/>
6N6 Inoperative rear locks and door handles	\$61.00	<input checked="" type="checkbox"/>
5Y1 Individual Driver and passenger seats	\$0.00	<input type="checkbox"/>
DRZ Rear Camera Mirror	\$474.00	<input type="checkbox"/>
9G8 Delete daytime driving / auto lights	\$49.00	<input checked="" type="checkbox"/>
9V2 Special Paint (Blue and Red)	\$449.00	<input type="checkbox"/>
NHT Max Trailering Package (SSV only)	\$350.00	<input type="checkbox"/>
RD4 20" Painted Aluminum Wheels/Metallic Pockets (SSV Only)	\$799.00	<input type="checkbox"/>
Federal Signal Marked Vehicle Package Installed	\$5160.00	<input type="checkbox"/>
Code 3 Marked Vehicle Package Installed	\$4925.00	<input type="checkbox"/>
Whelen Marked Vehicle Package Installed	\$5492.00	<input type="checkbox"/>
GoRhino Full Prisoner Compartment Installed	\$2950.00	<input type="checkbox"/>
Loft Storage Tray	\$1295.00	<input type="checkbox"/>
Havis K-9 Transport Full compartment / Heat Alert	\$4895.00	<input type="checkbox"/>
Tremco Anti Theft	\$160.00	<input type="checkbox"/>
3 Piece Cargo area Window Bars	\$405.00	<input type="checkbox"/>
Havis Tablet Holder	\$385.00	<input type="checkbox"/>
Federal Signal Light Ready Push bumpers	\$689.00	<input type="checkbox"/>
Rear Deck Warning Lights	\$294.50	<input type="checkbox"/>

ORIGINATOR: CITY ENGINEER

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 33 – 2022**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO COMPLETE
AND EXECUTE THE PRELIMINARY LEGISLATION AND
AGREEMENTS AS MANDATED BY ODOT FOR PROJECT SUM-
HIGHLAND/VALLEY VIEW ROAD PID NO. 113161**

WHEREAS, the State of Ohio has identified the need for improvements at the intersection of Highland Road and Valley View Road, within the City of Macedonia; and

WHEREAS, Ohio Department of Transportation (ODOT) requires that a Preliminary Participatory Legislation form for an LPA-ODOT-let project agreement, an LPA-Federal-ODOT-Let Project Agreement, and a Certificate of Copy be executed and returned pursuant to the instruction in the legislation confirming the City's consent to said project; and

WHEREAS, among other things, the contract documentation provides as follows concerning funding and payment for the project:

The total cost for the PROJECT is estimated to be \$2,452,813.75. ODOT shall provide to the LPA 80 percent of the right of way eligible costs, up to a maximum of \$104,000 in Federal MPO CMAQ funds; 80 percent of the right of way eligible costs, up to a maximum of \$64,000 in Federal MPO STBG funds; 80 percent of the eligible construction costs, up to a maximum of \$238,051 in Federal MPO STBG funds; and 80 percent of the eligible construction costs, up to a maximum of \$1,704,811 in Federal MPO CMAQ funds for eligible construction costs. 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 only to the eligible right of way and construction/inspection costs.

WHEREAS, Council wishes to authorize the City to authorize the City to enter into such agreements as is necessary to proceed with said improvements.

NOW, THEREFORE, BE IT ORDAINED the Council of the City of Macedonia, Summit County, State of Ohio, that:

Section 1. The State of Ohio, Ohio Department of Transportation, has identified the need for the improvements at the intersection of Highland Road and Valley View Road, within the City of Macedonia, as part of Project SUM-Highland/Valley View Road, Agreement No. 37391 – PID No. 113161.

Section 2. The Mayor is hereby authorized and directed to oversee the completion and execution of the Preliminary Legislation Form, as well as any other required documents, including the LPA-Federal-ODOT-Let Project Agreement as set forth in the document attached hereto as Exhibit “A” incorporated herein by reference, and the return to ODOT of said documents pursuant to the instruction in the legislation confirming the City’s consent to said project.

Section 3. The Clerk of Council is authorized and directed to complete the Certification of Copy form as directed by ODOT.

Section 4. It is found and determined that all the formal action of this Council concerning and relating to the adoption of the Ordinance was adopted in an open meeting of this Council, and that all deliberations of the Council, and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

SUM-HIGHLAND/VALLEY VIEW RD
COUNTY-ROUTE-SECTION

113161

PID NUMBER

37391

AGREEMENT NUMBER

DUNS NUMBER

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 Macedonia 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 SUM-Highland/Valley View Road (PID 113161) project that will install northbound and southbound left turn lanes and right turn lanes at each leg of the intersection as well as improve the traffic signal, signing and pavement markings (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 \$2,452,813.75. ODOT shall provide to the LPA 80 percent of the right of way eligible costs, up to a maximum of \$104,000 in Federal MPO CMAQ funds; 80 percent of the right of way eligible costs, up to a maximum of \$64,000 in Federal MPO STBG funds; 80 percent of the eligible construction costs, up to a maximum of \$238,051 in Federal MPO STBG funds; and 80 percent of the eligible construction costs, up to a maximum of \$1,704,811 in Federal MPO CMAQ funds for eligible construction costs. 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 only to the eligible right of way and construction/inspection costs.

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 LPA 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:

City of Macedonia
9691 Valley View Road
Macedonia, OH 44056

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). Responsibilities for development of the PROJECT shall be as described in the scope task list and as detailed below:

<i>N. Roles/Responsibilities</i>

Note: Consultants used for development of Construction plans, R/W plans, R/W acquisition/appraisals, and Construction inspection must be pre-qualified by ODOT.

Construction Plan Development:	<u>Chagrin Valley Engineering, Limited</u>
Proposal/Specification Development:	<u>ODOT</u>
LPA Agreement:	<u>ODOT</u>
Form and Preliminary Legislation:	<u>ODOT</u>
Advertising and Award of Contract:	<u>ODOT</u>
Construction Inspection:	<u>ODOT</u>
R/W Plan Development:	<u>Chagrin Valley Engineering</u>
R/W Acquisition / Appraisals:	<u>ODOT Prequalified Consultant (To be selected)</u>
Utility Relocation:	<u>Chagrin Valley Engineering</u>

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
Management & Team			
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	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	

Total	100		
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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 City of Macedonia will be responsible to 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:

Nicholas Molnar, Mayor	Daniel K. Depto, PE, Consultant Manager
City of Macedonia	Ohio Department of Transportation – District 4
9691 Valley View Road	2088 S. Arlington Rd.
Macedonia, OH 44056	Akron, OH 43223

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.]*

X

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 system¹, **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.

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. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (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.³

- (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.



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.⁴

- (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

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 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.

4 [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.

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP 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.⁵ Further, the LPA may make this 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.

⁵ Per 2 CFR §200.502

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.

LPA: City of Macedonia	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1 - (THIS ATTACHMENT IS NOT BEING USED IN THIS AGREEMENT)

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
		Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT											
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS											
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION											
PROJECT CONSTRUCTION COSTS											
INSPECTION											
TOTALS											

Attachment 2 - (THIS ATTACHMENT IS NOT BEING USED IN THIS AGREEMENT)

SUM-HIGHLAND/VALLEY VIEW RD
COUNTY-ROUTE-SECTION

113161

PID NUMBER

37391

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 Macedonia _____ request that all payments for the Federal/State share of the consultant costs of this Agreement performed by _____ be paid directly to _____.

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

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT Approval signature:	

ORIGINATOR: COUNCIL

SPONSOR: Garvas

**CITY OF MACEDONIA
RESOLUTION NO. 34 -2022**

**A RESOLUTION
AMENDING RESOLUTION NO. 30-2021 RELATIVE TO THE COMPENSATION FOR
THE POSITION OF CLERK OF COUNCIL**

WHEREAS, the position of Clerk of Council falls under the supervision and control of Council of the City of Macedonia pursuant to City of Macedonia Charter Section 4.11; and

WHEREAS, Council previously passed City of Macedonia Resolution No. 30-2021 relative to the appointment of Jon D. Hoover to fill the position of Clerk of Council subject to, among other things, a 1-year probationary period, and fixing compensation for that hire within Paygrade 7 and at the rate of \$22.00 per hour; and

WHEREAS, Clerk Hoover has successfully completed said probationary period as of April 28, 2022; and

WHEREAS, Council wishes to amend Resolution 30-2021 so as to increase the rate of pay, but within Paygrade 7, beginning April 29, 2022; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to amend Resolution No. 30-2021 to increase the rate of pay for Mr. Hoover as Clerk of Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Macedonia, County of Summit and State of Ohio, that:

Section 1. The rate of pay set forth in Section 2 of Resolution 30-2021 is hereby amended to reflect the new rate of \$25.00 per hour effective April 29, 2022.

Section 2. The remainder of Resolution 30-2021 is not amended unless inconsistent with this Resolution.

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

Section 4. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council