

# City of Strongsville

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Strongsville, Ohio 44149-5598  
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Council Office Fax: 440-572-1648  
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February 2, 2022

## City Council

James A. Kaminski  
Ward 1

Annamarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Aimee Pientka, MMC  
Clerk of Council

Tiffany Mekeel, MMC  
Assistant Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, February 7, 2022**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

**Caucus will begin at 7:30 p.m.** All committees listed will meet immediately following the previous committee:

**7:30 P.M.**

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2022-010 and Resolution No. 2022-011.

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2022-012, 2022-013, 2022-014, 2022-016, 2022-017 and Resolution No 2022-015.

**Recreation & Community Services Committee** will meet to discuss Ordinance Nos. 2022-018, 2022-019, 2022-020 and Resolution Nos. 2022-021 and 2022-022.

**Building and Utilities Committee** will meet to discuss Ordinance No. 2022-023.

**Public Safety & Health Committee** will meet to discuss Ordinance No. 2022-024 and Resolution No. 2022-025.

**8:00 P.M.**

**Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, FEBRUARY 7, 2022 AT 8:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Special Council Meeting – January 12, 2022*
  - *Regular Council Meeting – January 18, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Mayor's appointment and Council confirmation of Michael J. Polo III to a four (4) year term as a member of the City's Planning Commission, effective January 19, 2022 and expiring January 18, 2026.
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Clark
  - BUILDING & UTILITIES – Clark
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - ECONOMIC DEVELOPMENT – Short
  - PUBLIC SERVICE AND CONSERVATION – DeMio
  - FINANCE – Kosek
  - PLANNING, ZONING AND ENGINEERING – Kaminski
  - PUBLIC SAFETY AND HEALTH – Kaminski
  - RECREATION AND COMMUNITY SERVICES – Roff
  - COMMUNICATIONS AND TECHNOLOGY – Carbone
  - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2022-010 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT IN THE CITY OF STRONGSVILLE (CUY-WHITNEY RD.; ODOT PID NO. 111574, AGREEMENT NO. 37043), AND DECLARING AN EMERGENCY.
- Resolution No. 2022-011 by Mayor Perciak and all Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR A REHABILITATION FACILITY TO BE LOCATED AT 19156 PEARL ROAD, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2022-012 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, WITHOUT CHANGE IN PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., IN CONNECTION WITH THE SCREENINGS AND BLOWER IMPROVEMENTS AT WASTEWATER TREATMENT PLANTS "B" AND "C" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-013 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., IN CONNECTION WITH THE SCREENINGS AND BLOWER IMPROVEMENTS AT WASTEWATER TREATMENT PLANTS "B" AND "C" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-014 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2022 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-015 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Samad]
- Ordinance No. 2022-016 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF TWO (2) WESTERN STAR 4700SB FRONT AXLE CAB AND CHASSIS UNITS, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

- Ordinance No. 2022-017 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF TWO STAINLESS STEEL COMBINATION DUMP BODY SPREADERS AND RELATED SNOW AND ICE CONTROL EQUIPMENT PACKAGES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-018 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR RENOVATIONS TO THE AQUATIC CENTER POOL AT THE CITY OF STRONGSVILLE EHRNFELT RECREATION CENTER IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-019 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-020 by Mayor Perciak and all Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE "NOPEC 2022 ENERGIZED COMMUNITY" GRANT PROGRAM TO UTILIZE ENERGY EFFICIENT BUILDING MATERIALS AND/OR FOR ENERGY INFRASTRUCTURE PROJECTS IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-021 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE SPINOSO MANAGEMENT GROUP, LLC, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.
- Resolution No. 2022-022 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE COMMUNITY THEATRE IN APPRECIATION OF THE STAFF AND PERSONNEL AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER.
- Ordinance No. 2022-023 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF OLD FILING CABINETS UTILIZED BY THE BUILDING DEPARTMENT, WHICH ARE BEYOND THEIR SERVICE LIFE, OBSOLETE AND/OR DAMAGED AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2022-024 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF SIX (6) 2022 FORD INTERCEPTOR SPORT UTILITY POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

- Resolution No. 2022-025 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE A PORTABLE DRUG DISPOSAL INCINERATOR SYSTEM THROUGH FUNDS AVAILABLE IN THE LAW ENFORCEMENT FEDERAL CONTRABAND SEIZURE FUND, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2022 – 010**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT IN THE CITY OF STRONGSVILLE (CUY-WHITNEY RD.; ODOT PID 111574, AGREEMENT NO. 37043), AND DECLARING AN EMERGENCY.**

WHEREAS, Section 5501.03(D) of the Ohio Revised Code provides that the Ohio Department of Transportation (hereinafter referred to as "ODOT") may coordinate its activities with other appropriate public authorities and enter into contracts with other 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; and

WHEREAS, the National Transportation Act has made available certain federal funding for use by local public agencies; and

WHEREAS, the Federal Highway Administration (hereinafter referred to as "FHWA") has designated ODOT as the agency in Ohio to administer FHWA's federal funding programs; and

WHEREAS, the Whitney Road Covered Bridge Project, identified as Project No. CUY-Whitney Rd., PID 111574, is a transportation activity eligible to receive federal funding; and

WHEREAS, the City of Strongsville has received funding approval for the Project from the applicable program manager having responsibility for monitoring such projects using the federal funds involved; and

WHEREAS, it is the mutual desire of both ODOT and the City to have the City serve as the responsible lead agency for the administration of the Project and to properly document such arrangement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into an LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of up to a maximum of \$581,439.00 of the total approximate project cost of \$901,300.00 for the Whitney Road Covered Bridge Project in the City of Strongsville, a copy of which Agreement being No. 37043 (PID 111574), is attached hereto as Exhibit A and in all respects is hereby approved.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 – 010**  
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**Section 2.** That the Mayor, City Engineer, Director of Finance and/or other appropriate officials of the City and their designees be and are hereby authorized to do all things necessary to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

**Section 3.** That the funds necessary to pay the City's share for the purposes of the Project shall be appropriated and paid from the General Capital Improvement Fund; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Project Agreement.

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

**Section 5.** That 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 this 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 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that execution and return of the Agreement is immediately necessary in order for the Project to commence in a timely manner, to implement the proposed improvements, to promote highway safety and flow of traffic within the City, promote economic development, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-010 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

DUNS/SAM Unique Entity ID: 081766164

CFDA 20.205

## LPA FEDERAL LOCAL-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 Strongsville**, hereinafter referred to as the LPA, **16099 Foltz Parkway, Strongsville, Ohio 44149.**

### 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 **CUY-Whitney Rd. – (PID 111574)** (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 for the local 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. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 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.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let



and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$ 901,300.00** as set forth in Attachment 1.

ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of **\$581,439.00** in Federal funds, which includes 15 percent Toll Revenue Credit up to a maximum of **\$91,648.26**. These maximum amounts reflect 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 costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 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.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (**option one**: follow its own formally written set of local design standards previously approved by ODOT **or option two**: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [ODOT's Office of Local Programs](#)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)

- 4.5 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.

- 4.6 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.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, 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; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). 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.
- 5.3 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.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.

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.
- 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 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. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification 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 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply 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 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. 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 either current payment or reimbursement of the Federal/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.
- 8.5 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.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Thomas P. Perciak, Mayor
City of Strongsville, 16099 Foltz Parkway
Strongsville, Ohio 44149

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 LPA's exercising their option to retain funds, must do so in strict accordance with the rules outlined in sections [153.12](#) and [153.14](#) of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3). LPAs shall also monitor the return of retainage and may only withhold retainage by selecting one of three specified methods outlined in 49 CFR 26.29(b)(3).

8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting

work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

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 the performance and payment bond as required under section 7.7 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 identity 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 identity 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 identity 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. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. 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.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

#### **GOOD FAITH EFFORTS**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its Good Faith Effort(s) (GFEs) by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.



ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

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 Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier 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:

<b>Thomas P. Perciak, Mayor</b>	<b>John Picuri, P.E., District 12 Deputy Director</b>
<b>City of Strongsville</b>	<b>Ohio Department of Transportation</b>
<b>16099 Foltz Parkway</b>	<b>5500 Transportation Blvd.</b>
<b>Strongsville, Ohio 44149</b>	<b>Garfield Heights, Ohio 44125</b>
<b>city@strongsville.org</b>	<b>John.Picuri@dot.ohio.gov</b>

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.]



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



2

- (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

- (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.

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

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

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

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

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the 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:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, 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.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (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 expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 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

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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.

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

<b>LPA: Strongsville, Ohio</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Thomas P. Perciak Title: Mayor	Jack Marchbanks Director
Date:	Date:



Attachment 1

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		\$91,648.26	15	TRC	\$488,790.74	80	4R87				\$901,300.00
		\$30,549.42	5	LNTP							
		\$82,000.00	100	LNTP							
		\$208,311.58	100	LNTP							

LNTP

**Attachment 2**

\_\_\_\_\_  
COUNTY-ROUTE-SECTION

\_\_\_\_\_  
PID NUMBER

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

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 contractor shall be paid directly to the contractor 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 contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). 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           (INSERT NAME OF LPA)           request that all payments for the Federal/State share of the construction costs of this Agreement performed by           (CONTRACTOR'S NAME)           be paid directly to           (CONTRACTOR'S NAME)          .

VENDOR Name:	Company Name
Oaks Vendor ID:	0000000000
Mailing Address:	Street Address
	COMPANY CITY, STATE ZIP
LPA signature:	

LPA Name:	LPA Name
Oaks Vendor ID:	0000000000
Mailing Address:	LPA Address
	LPA CITY, STATE ZIP
ODOT Approval signature:	

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 - 011

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR A REHABILITATION FACILITY TO BE LOCATED AT 19156 PEARL ROAD, IN THE CITY OF STRONGSVILLE.

WHEREAS, by and through its agent, Encompass Health submitted a site plan to the Planning Commission for approval of a 48,038 square foot rehabilitation facility on Permanent Parcel Nos. 394-31-007 and 394-32-001, located at 19156 Pearl Road, which property is zoned Public Facilities; and

WHEREAS, the Planning Commission approved said site plan at its meeting of January 13, 2022, subject to the reports of the Engineering and Fire Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the site plan submitted by the agent for Encompass Health, for a 48,038 square foot rehabilitation facility, on Permanent Parcel Nos., 394-31-007 and 394-32-001, located at 19156 Pearl Road, which property is zoned Public Facilities, subject to the conditions established by the Planning Commission.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this 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 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

RES  
 ORD. No. 2022-011 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Brill, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** January 14, 2022

---

Please be advised that at its meeting of January 13, 2022, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ENCOMPASS HEALTH/ Daniel Johanni, Agent**

Site Plan approval of a 48,038 SF Rehabilitation Facility located at 19156 Pearl Road, PPN 394-31-007 and 394-32-001 zoned Public Facility, **subject to the reports of the Engineering and Fire Departments.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 012

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, WITHOUT CHANGE IN PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., IN CONNECTION WITH THE SCREENINGS AND BLOWER IMPROVEMENTS AT WASTEWATER TREATMENT PLANTS "B" AND "C" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2021-066, Council authorized the Mayor to enter into a contract with The Great Lakes Construction Co. ("Great Lakes") for necessary screenings and blower improvements at Wastewater Treatment Plants "B" and "C"; and

WHEREAS, Section 2 of the contract documents, which have been executed, provide that the work is to be commenced no later than July 1, 2021, and must be completed within Two Hundred Forty (240) calendar days thereafter, being March 1, 2022; and

WHEREAS, due to a Force Majeure event and the global effects of Covid-19, and circumstances beyond the reasonable control of the materials/equipment supplier, Great Lakes has been unavoidably delayed in completing the work as required by the contract terms; and

WHEREAS, Great Lakes, therefore, has requested an extension of time of One Hundred Eight (108) calendar days to complete the work, with a new contract completion date of June 14, 2022, at the same contract price; and

WHEREAS, the City's Construction Manager, MS Consultants, Inc., has advised the City Engineer that, due to such extenuating circumstances created by the Force Majeure/Covid-19 event, an extension of the time to complete work by June 14, 2022 would be warranted and is reasonably required at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to extend the contract completion time from March 1, 2022 to a new contract completion date no later than June 14, 2022, as determined by the City Engineer and the contractor, all in the form attached hereto as Exhibit A, but at the same contract bid price.

**Section 2.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Sanitary Sewer Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 - 012**  
**Page 2**

**Section 3.** That 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 this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the extension of the contract completion time is immediately necessary to provide sufficient time for the contractor to obtain necessary materials and equipment, to ensure proper quality of the work to be undertaken, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-012 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CHANGE ORDER #01**

Order No. 01  
Date: 1/21/22  
Agreement Date: May 25, 2021

Name of PROJECT: City of Strongsville Waste Water Treatment Plant  
B & C Screenings and Blower Improvements

OWNER: City of Strongsville, Ohio  
CONTRACTOR: The Great Lakes Construction Company

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Delay of Blower Equipment Deliveries per Great Lakes schedule dated January 11, 2022

Change to CONTRACT PRICE:  
Original CONTRACT PRICE \$1,035,000

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER \$1,035,000

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:  
\$0.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$1,035,000.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) by 108 calendar day(s).  
The Notice to Proceed date for this Contract is July 1, 2021.  
The original completion date for this Contract was February 26, 2022.  
The date for completion of all WORK will be June 14, 2022.

Requested by: \_\_\_\_\_

Recommended by: Craig A. Fauwie, PE ms consultants, inc. 1/20/22

Accepted by: \_\_\_\_\_

Federal Agency Approval (where applicable): \_\_\_\_\_

EX.A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 013

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE, AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., IN CONNECTION WITH THE SCREENINGS AND BLOWER IMPROVEMENTS AT WASTEWATER TREATMENT PLANTS "B" AND "C" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2021-066, Council authorized the Mayor to enter into a contract with The Great Lakes Construction Co. ("Great Lakes") for necessary screenings and blower improvements at Wastewater Treatment Plants "B" and "C" ("Project"), in the total amount of \$1,035,000.00; and

WHEREAS, thereafter, this Council adopted Ordinance No. 2022-012, approving and authorizing Change Order No. 1 to the contract, which extended the contract completion date without a change in price; and

WHEREAS, further additional work not contemplated in the original contract has become necessary and was requested by the City; and

WHEREAS, Great Lakes, therefore, has submitted to the City's Construction Manager, MS Consultant's Inc., a request for an adjustment in the contract price for the costs incurred due to the additional labor, materials and equipment necessary to complete the aforesaid work and;

WHEREAS, the City's City Engineer has recommended that it would be in the best interests of the City to provide payment to Great Lakes for the work performed on the Project, generally being additional work required and requested by the City due to unforeseen conditions encountered, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$7,438.13, for a new total Project cost of \$1,042,438.13.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 2, as recommended by the City's Construction Manager and City Engineer, and comprising additional work required and requested by the City, in the amount of \$7,438.13, as reflected in Exhibit A; and after the issuance and approval of said Change Order No. 2, to direct the Director of Finance to make payment to **THE GREAT LAKES CONSTRUCTION CO.**, in the additional amount of \$7,438.13, thereby increasing the total Project cost to \$1,042,438.13.



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 - 013**  
**Page 2**

**Section 2.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Sanitary Sewer Fund.

**Section 3.** That 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 this 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 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide compensation for additional work performed by the contractor on the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-013 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Date of Issuance:	1/12/22	Effective Date:	
Owner:	City of Strongsville	Owner's Contract No.:	
Contractor:	The Great Lakes Construction Company	Contractor's Project No.:	
Engineer:	ms consultants, inc.	Engineer's Project No.:	61-04E99
Project:	WWTP B&C Screenings and Blower Improvements Project	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

**Description: Per Bid Item 4 Allowance 1: Misc. As-Directed Labor and Materials - \$25,000.00**

Reference letter from Great Lakes Construction Co. dated Nov. 11, 2021 included as part of this Change Order. Summary of items are listed below:

- A. Loss of time on August 5, 2021 when the existing underground air line was first exposed and appeared to be encased in concrete. Additional time incurred to expose the pipe due to the encasement.
- B. The out of sequence work to complete the CCTV inspection which required selective demolition vs. the original contract demolition of pipe and the welding of a blind flange for the operation of the existing process air line on the week of August 9, 2021.
- C. Additional exploratory excavation during the week of October 4, 2021

Total additions included this Change Order = \$14,218.42  
 Bid Item 4 Allowance Remaining = (\$6,780.29)

**Net Change in Contract Amount = \$7,438.13**

This Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of this Change Order, including but not limited to, all direct, indirect and cumulative costs associated with the change and any and all adjustments to the contract Price and Contract Time.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ 1,035,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ 1,035,000	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____

EX.A

Increase of this Change Order:  \$ <u>7,438.13</u>	<div style="text-align: right;">days or dates</div> [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order:  \$ <u>1,042,438.13</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: <u>Craig A. Fawcett</u>	By: _____	By: _____
ms consultants, inc.	City of Strongsville	Great Lakes Construction Co.
Title: <u>Construction Administrator</u>	Title: <u>Thomas P. Perciak, Mayor</u>	Title: _____
Date: <u>1/11/22</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 014

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2022 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.**

WHEREAS, The Cuyahoga County Solid Waste District has established a Community Recycling Awareness Grant program and once again allocated monies to help local governments in Cuyahoga County promote their community-sponsored recycling programs to residents; and

WHEREAS, the grant provides for funding of the cost of a community-sponsored recycling program; and

WHEREAS, in order to submit a timely application to receive funding under the Community Recycling Awareness Grant program for the year 2022, the City, through its Coordinator of Natural Resources, is requesting authorization to apply for funding in the amount of \$6,000.00, in order to continue publishing the annual *Keeping Strongsville Green* newsletter.

WHEREAS, when the City is advised that its application for funding under the Grant program is approved, the City is desirous of accepting such award.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That this Council hereby approves and authorizes the Mayor and City Coordinator of Natural Resources to submit an application for financial assistance to the Cuyahoga County Solid Waste District for a Community Recycling Awareness Grant program for the year 2022, in the form on file with the City Coordinator of Natural Resources.

**Section 2.** That this Council hereby approves the acceptance of any award of funding under such Grant program for 2022, and hereby authorizes the Mayor, Director of Finance, Coordinator of Natural Resources, and other appropriate officers of the City to do all things necessary in furtherance thereof.

**Section 3.** That any advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

**Section 4.** That 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 this 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.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 - 014**  
**Page 2**

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with promotion of the City's recycling awareness program, to accept such funds when awarded, and to ensure continuity of such program. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-014 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 - 015

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Samad]

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the Sexton to transfer the certificate for burial rights in the Strongsville Municipal Cemetery for Grave H, in Lot 11 of Section E, from Howard Dennis Samad aka H. Dennis Samad (deceased) to his sisters, Gloria J. Samad and Gayle Samad-Mendez, and further waives the City's right to repurchase such lots.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this 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 3. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

**RES**  
ORD. No. 2022-015 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 016

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF TWO (2) WESTERN STAR 4700SB FRONT AXLE CAB AND CHASSIS UNITS, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in, among other things, contracts of the Ohio Department of Transportation for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of two (2) new Western Star 4700SB Front Axle cab and chassis units, with appurtenances, through the State of Ohio Department of Transportation Contract No. 023-22, for use by the Service Department of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **CLEVELAND FREIGHTLINER, INC. dba VALLEY FREIGHTLINER STERLING & WESTERN STAR, INC.** for the purchase of two (2) new Western Star 4700SB Front Axle cab and chassis units, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$220,916.00, and as reflected on Exhibit A attached hereto.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 – 016**  
**Page 2**

**Section 5.** That 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 this 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 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such equipment in order to maintain continuity in the operation of the Service Department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-016 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



Prepared for:  
 Mike Gallagher  
 STRONGSVILLE CITY OF  
 16099 FOLTZ INDUSTRIAL PKWY  
 STRONGSVILLE, OH 44149  
 Phone: 440-580-3176

Prepared by:  
 Greg Simonic  
 CLEVELAND FREIGHTLINER, INC  
 DBA Valley Freightliner Sterling &  
 Western Star, Inc  
 10901 Brookpark Rd  
 Parma, OH 44130  
 Phone: 216-267-4800

## Q U O T A T I O N

### 4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK  
 CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-  
 FT @ 1200 RPM  
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
 PTO PROVISION  
 RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH  
 HELPER AND RADIUS ROD  
 DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP  
 SINGLE FRONT AXLE  
 20,000# FLAT LEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB  
 4275MM (168 INCH) WHEELBASE  
 7/16X3-9/16X11-1/8 INCH STEEL FRAME  
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI  
 1775MM (70 INCH) REAR FRAME OVERHANG  
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT  
 SUSPENSION  
 BODY COMPANY INSTALLED ADDITIONAL FRONT  
 FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (2)	\$ 105,416	\$ 210,832
EXTENDED WARRANTY		\$ 5,042	\$ 10,084
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 110,458</b>	<b>\$ 220,916</b>

### TAXES AND FEES

TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

### TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY) \$ 110,458</b>	<b>\$ 220,916</b>

*Base chassis priced under Ohio Department of Transportation contract 023-22 cooperative pricing with selected or standard truck warranty. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to determine eligibility and request any permission of cooperative purchasing. If this an order, please consult with your body builder to assure all dimensions, rating, and necessary chassis components are included the specification. All specifications and pricing are subject to final engineering review, production availability, and surcharges. Invoicing will occur upon delivery of bare chassis to customer or location of customer's choice, within Ohio borders. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms herein and the cooperative contract unless other arrangements are agreed upon, but does not guarantee production.*

### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

Application Version 11.7.001  
 Data Version PRL-26T.033  
 WSTR-ODOT 023-22 ITEM 3 -  
 STRONGSVILLE



**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 017

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF TWO STAINLESS STEEL COMBINATION DUMP BODY SPREADERS AND RELATED SNOW AND ICE CONTROL EQUIPMENT PACKAGES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, on February 7, 2022, through passage of Ordinance No. 2022-016, Council authorized the Mayor to enter into a contract for the purchase of two (2) Western Star 4700SB Front Axle Cab and Chassis Units with appurtenances for use by the City's Service Department; and

WHEREAS, it is now also necessary to purchase additional equipment directly related to the usage of the aforementioned Cab and Chassis Units; and

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of two (2) stainless steel combination dump body spreaders and related snow and ice control equipment packages with accessories (Schedule No. 800925, Index No. STS515) for use by the Service Department of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract with **CONCORD ROAD EQUIPMENT MFG., INC.**, for the purchase of two (2) stainless steel combination dump body spreaders and related snow and ice control equipment packages with accessories, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$177,763.94, and as reflected on Exhibit A, attached hereto.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 – 017**  
**Page 2**

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of such purchases have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

**Section 5.** That 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 this 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 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such equipment and accessories in order to maintain continuity in the operation of the Service Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-017 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



Quote 74871

348 CHESTER ST., PAINESVILLE, OH. 44077  
PHONE: (440) 357-5344 FAX: (440) 357-1942  
concordroadequipment.com

Quote Valid for 90 Days

Terms: NET 30

Page 1 of 3

Submitted To:	Date:	1/22/2022
STRONGSVILLE, CITY OF	End User:	SERVICE DEPARTMENT
16099 FOLTZ PKWY	Attention:	MIKE GALLAGHER
STRONGSVILLE, OH 44149	Delivery:	SEE BELOW DELIVERY NOTES
	County:	CUYAHOGA
Phone: (440) 580-3100	Acct Mgr:	JEFFERY S. WARFIELD
Fax: (440) 572-4410		

**PER STATE OF OHIO DAS STATE TERM SCHEDULE  
SCHEDULE NUMBER: 800925; INDEX NUMBER: STS515  
CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER  
SUPPLIED NEW SINGLE AXLE CLASS 8 CAB AND CHASSIS(S) TO INCLUDE THE FOLLOWING:**

**COMBINATION DUMP BODY SPREADER:**

CONCORD NOR-10-SDS3442FFC NOREASTER series 10 foot long all 304 stainless steel combination dump body spreader with flat floor and integral rear delivery center conveyor delivery system , 7.4 to 9.5 struck cubic yard capacity; 34 inch high 7 gauge 304 stainless steel sides with fully boxed dirt shedding boxed top rails, dirt shedding lower rub rails, integral full length pressed in horizontal body side bracing with additional vertical bracing, and front and rear corner pillars; 44 inch high 7 gauge 304 stainless steel tailgate with 6 panel style bracing, fully boxed perimeter with dirt shedding top and bottom rails, one intermediate dirt shedding horizontal rail, two intermediate vertical rails, heavy duty 1 inch thick stainless steel upper offset hinge hardware with 1-1/2 inch diameter stainless steel pins, heavy duty 1 inch thick stainless steel lower latch fingers with 1-1/2 inch diameter stainless steel lower tailgate pins and air operated release mechanism with double acting pneumatic cylinder located vertically in rear cornerpost of dump, 1/4 inch stainless steel body floor plate and longitudinals, 7 gauge stainless steel front body bulhead and 1/2 size cab protector, and stow-away spin ner assembly, etc.

**BODY/ CHASSIS RELATED ACCESSORIES AND MISC.:**

Body mounted three step stainless fold up ladder with two additional body side mounted stainless steel steps and stainless steel grab handles; Full length stainless steel tarp rail on both sides of body; Stainless steel clamp style shovel holder; Rubber mud flaps behind rear wheels; Poly fenders with heavy duty offset stainless steel mounting hardware over rear duals; 3/4 inch thick full width rear towing plate with 30 ton pintle hook and 1 inch diameter lashing rings; Hardwood side boards; Red/White conspicuity tape system installed body lower rub rails and tailgate bracing, Rhomar ArmourShield undercoating of chassis & body, etc.

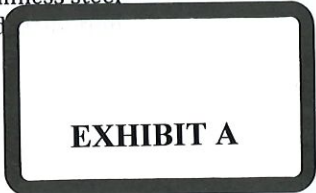
**LOAD SENSING CENTRAL HYDRAULIC SYSTEM:**

Central hydraulic system configured to operate double acting telescopic dump body hoist circuits, double acting snow plow raise and lower circuits, snow plow single acting power angling, and granular materials spreader conveyor/spinner circuits. System to include engine crankshaft driven Bosch Rexroth A10V074 series load sensing pressure compensated hydraulic pump, Bosch Rexroth M4 series five (5) spool hydraulic directional control valve- (3) air operated x (3) electric proportional operated; M4 valve remote chassis frame mounted in stainless steel combination hydraulic oil reservoir/valve enclosure; One (1) in cab dual axis air controller for plow operations and one (1) locking single axis controller for dump body hoist operation mounted on adjustable control stand; Low hydraulic oil warning with auto shut down and operator controlled momentary override; Bosch Rexroth CS550 data logging ground speed orientated electronic granular spreader/liquid controller; Bosch Rexroth snow plow power float/balance system

**LIGHTING AND ELECTRICAL SYSTEMS:**

Lighting and electrical system to include recessed rear body corner post mounted LED stop/tail/turn lamps; Recessed rear body corner post mounted LED back up lamps; Recessed rear body corner post mounted LED amber warning lamps; Body cab protector mounted recessed LED amber warning lamps- one (1) each forward facing street and curb sides and one (1) each side facing street and curb sides- six (6) total LED amber warning lamps; FMVSS108 LED lighting and reflector kit; Body up warning light kit; Back up alarm kit; Buyer Heated LED plow lamps chassis hood mounted on stainless steel brackets, one piece wiring harness with Deutsch connectors for all body mounted lighting; in cab power d

QUOTE CONTINUED ON NEXT PAGE





Quote 74871

348 CHESTER ST., PAINESVILLE, OH. 44077  
PHONE: (440) 357-5344 FAX: (440) 357-1942  
concordroadequipment.com

Quote Valid for 90 Days

Terms: NET 30

Page 2 of 3

<b>Submitted To:</b> STRONGSVILLE, CITY OF 16099 FOLTZ PKWY STRONGSVILLE, OH 44149	<b>Date:</b> 1/22/2022
<b>Phone:</b> (440) 580-3100	<b>End User:</b> SERVICE DEPARTMENT
<b>Fax:</b> (440) 572-4410	<b>Attention:</b> MIKE GALLAGHER
	<b>Delivery:</b> SEE BELOW DELIVERY NOTES
	<b>County:</b> CUYAHOGA
	<b>Acct Mgr:</b> JEFFERY S. WARFIELD

QUOTE CONTINUED FROM PREVIOUS PAGE

center for all up fitter installed electrical circuits; wiring schematic installed on in cab distribution panel cover, etc.

**CHASSIS MOUNTED SNOW PLOW HITCH:**

Concord manufactured Titan Series TTN-4000L heavy duty low profile chassis mounted front snow plow hitch with telescopic adjustable lift arm that folds down for storage; 4 x 6 inch double acting lift ram with nitrated rod; chassis specific mounting with 5/8 inch thick steel reinforced push plates; standard pin on plow coupler; and heavy duty formed channel plow hitch mounted bumpers assemblies.

**ON BOARD 120 GALLON LIQUID PREWETTING SYSTEM**

NONE REQUESTED/REQUIRED

**POWER ANGLING SNOWPLOW**

NONE REQUESTED /REQUIRED

*\*\*SEE ATTACHED SALES BUILD DOCUMENTS FOR COMPLETE DETAILS OF EQUIPMENT AND COMPONENTS INCLUDED IN THIS BASE PROPOSAL.*

**TOTAL PRICE EACH INSTALLED \$ 91,630.89 (SINGLE UNIT PURCHASE)**  
**YOUR NET PRICE EACH INSTALLED \$ 88,881.97 Each for 2-5 Units Purchased**

**MINIMUM CHASSIS REQUIREMENTS:**

Chassis to have a 84-87 inches CA axle dimension required; FEPTO (front engine driven PTO) provision, and integral full C front, UPFITTER SWITCHS, VEHICLE SPEED INTERFACE provisions for air trailer brake control and lighting to rear; frame rails that extend up to or beyond the chassis grill to allow for proper equipment installation

**PAYMENT DISCOUNTS**

Per our Ohio Department of Administrative Services Contract Schedule #800925, Index #STS515 an additional 0.5% (one half of one percent) discount is available for payment(s) of invoice(s) within twenty

**WARRANTY INFORMATION**

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of FIVE (5) YEARS; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other supplier / component warranties that exceed Concord's base warranty will remain in effect. All warranty periods begin after completion / delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snowplow hitches carry a full 100% parts and labor warranty for five (5) years. TBEI series dump body hoists have manufacturer warranty coverage - first 36 months at 100% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack of maintenance (including component corrosion), inspections, and/or training; and/or consequential damages as a result thereof. Under the warranty period, Concord Road Equipment Mfg., Inc reserves the right to replace, repair, rebuild, or substitute with like equipment and/or components at its sole discretion.

**ESTIMATED DELIVERY PERIOD**

QUOTE CONTINUED ON NEXT PAGE



Quote 74871

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Quote Valid for 90 Days
Terms: NET 30
Page 3 of 3

Submitted To: STRONGSVILLE, CITY OF
Date: 1/22/2022
End User: SERVICE DEPARTMENT
Attention: MIKE GALLAGHER
Delivery: SEE BELOW DELIVERY NOTES
County: CUYAHOGA
Acct Mgr: JEFFERY S. WARFIELD
Phone: (440) 580-3100 Fax: (440) 572-4410

QUOTE CONTINUED FROM PREVIOUS PAGE

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 120-180 days after receipt of required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate and may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s) to Concord, and lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; primary supplier delays or product shortages, delays in freight, force majeure including but not limited to 1-acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, tornados/hurricanes, or explosions; 2- war, acts of terrorism, and epidemics; 3- acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; 4- strikes and labor disputes; 5- and certain accidents. Per Concord Road Equipment Mfg., Inc. Contract 800925 Schedule STS 515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-300 days after receipt of customer order(s), and if applicable, after arrival of your chassis(s) to Concord Road Equipment Mfg., Inc.

INSURANCE

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keepers insurance policy is available upon request.

Authorized by [Signature] 1/22/2022
JEFFERY S. WARFIELD

I/We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on \_\_\_/\_\_\_/\_\_\_ (today's date) for a total amount of \$\_\_\_\_\_ (please include selected options, if applicable).

Accepted By \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 018

By: Mayor Perciak and All Members of Council

**AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR RENOVATIONS TO THE AQUATIC CENTER POOL AT THE CITY OF STRONGSVILLE EHRNFELT RECREATION CENTER IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Department of Natural Resources (“ODNR”) is authorized to finance capital improvements for state and local parks and recreation areas and to preserve Ohio’s natural areas and habitats; and further to make grants and assist local governments with capital improvements projects related to natural resources; and

WHEREAS, the City of Strongsville needs to renovate the Aquatic Center pool at the Ehrnfelt Recreation Center as part of an ongoing capital improvement project at said public facility (the ‘Project’); and

WHEREAS, the City of Strongsville has applied to the ODNR for financial assistance in connection with such Project; and

WHEREAS, pursuant to Senate Bill No. 310, the 133<sup>rd</sup> General Assembly of the State of Ohio has appropriated funds in the amount of \$150,000.00 for the City of Strongsville for the completion of a capital improvement community recreation project at the Ehrnfelt Recreation Center; and

WHEREAS, the Council and City Administration are desirous of accepting such Capital Improvement Project Grant funds from the ODNR in order to assist the City with the renovation of the Aquatic Center pool at the Ehrnfelt Recreation Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to apply for and accept funds in the amount of \$150,000.00 from the Ohio Department of Natural Resources to assist the City of Strongsville in the renovation of the Aquatic Center pool at the Ehrnfelt Recreation Center; and to further provide, execute and deliver any and all documents, including a “Pass Through Grant Agreement,” and such other information as may be required in connection therewith.

**Section 2.** That the Mayor, the Director of Finance, Director of Recreation & Senior Services and/or their designees be and are hereby authorized to do all things necessary to perform the terms and conditions required by the Ohio Department of Natural Resources for such Parks and Recreation Funds, in accordance with their respective responsibilities thereunder.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2022 – 018**  
**Page 2**

**Section 3.** That the funds required to meet the City's obligation, if any, under this Agreement will be appropriated and paid from the Recreation Capital Improvement Fund.

**Section 4.** That 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 this 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.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to apply for and accept such funding in order to commence the renovation of the Aquatic Center pool at the Ehrnfelt Recreation Center in a timely manner, to complete the ongoing capital improvement project at the Ehrnfelt Recreation Center, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2022-018 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 019

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of various youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2022; and

WHEREAS, Council is desirous of accepting the lowest unit price bids, and proceeding to award and enter into a contract for such purchases.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby finds and determines that the bid submitted by **ADLER TEAM SPORTS** for the purchase of various caps, visors, shirts, pants and shorts, for use by the Recreation Department of the City of Strongsville, and in the unit prices to be paid for each item set forth on the Bid Response Form attached hereto as Exhibit A and incorporated herein by reference, meets the specifications on file in the office of the Director of Recreation & Senior Services; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for such contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of the specified youth sports wearing apparel in accordance with the specifications on file in the office of the Director of Recreation & Senior Services, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$34,887.48, and all in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Multi-Purpose Complex Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**Section 4.** That 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 this 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.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Department of Recreation and Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 019

Page 2

vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-019 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## BID RESPONSE FORM

Bidder: Please indicate individual costs of the items specified and a Total Bid Cost. The City will select one successful bidder based on the lowest and best Total Bid Cost premised upon the estimated quantities which have been provided (not on pricing of individual items). All pricing to be in U.S. dollars. Note: The actual quantities ordered may somewhat vary from estimates. Any increase or decrease in quantities will be charged or credited at the various unit costs.

Equipment or Material	Manufacturer or Supplier
_____	_____
_____	_____
_____	_____

**A. BASEBALL CAPS**

Brand Name: Outdoor Cap Company or equivalent  
 Model Number: GL-271 or equivalent  
 Notes: Velcro back, no mesh, blank with no screen  
 Sizes and Quantity: Youth: 725 X Unit Cost: 3.38 = Total Cost: 2450.50  
 Adult: 675 X Unit Cost: 3.38 = Total Cost: 2281.50

**B. SOFTBALL VISORS**

Brand Name: Alleson equivalent  
 Notes: Velcro back, blank with no screen  
 Sizes and Quantity: Youth: 175 X Unit Cost: 3.83 = Total Cost: 670.25  
 Adult: 100 X Unit Cost: 3.83 = Total Cost: 383

**C. T-SHIRTS**

Material: 100% Polyester (self-wicking or dry-fit)  
 Brand Name: A4, YKM or equivalent  
 Sizes to Bid: Youth (Small-Large) and Adult (Small-X-Lg)  
 Sizes and Quantity:

1) Baseball	Youth: <u>615</u> X Unit Cost: <u>5.64</u> = Total Cost: <u>3468.60</u>
	Adult: <u>800</u> X Unit Cost: <u>5.64</u> = Total Cost: <u>4512</u>
	XXL/XXXL: <u>45</u> X Unit Cost: <u>6.74</u> = Total Cost: <u>303.30</u>
2) Basketball	Youth: <u>200</u> X Unit Cost: <u>7.84</u> = Total Cost: <u>1568</u>
	Adult: <u>700</u> X Unit Cost: <u>7.84</u> = Total Cost: <u>5488</u>
	XXL/XXXL: <u>50</u> X Unit Cost: <u>8.94</u> = Total Cost: <u>447</u>
3) Coach	Adult: <u>500</u> X Unit Cost: <u>4.54</u> = Total Cost: <u>2270</u>
	XXL/XXXL: <u>200</u> X Unit Cost: <u>6.44</u> = Total Cost: <u>1288</u>
4) Champion	Adult: <u>500</u> X Unit Cost: <u>4.54</u> = Total Cost: <u>2270</u>
	XXL/XXXL: <u>75</u> X Unit Cost: <u>6.44</u> = Total Cost: <u>483</u>

(Screening requests next page)

Screening Requests:

- 1) Baseball Shirt – Logo with individual Sponsor name incorporated on front and 6" number on back.
- 2) Basketball Shirt – Logo with Sponsor name incorporated on front. 6" number on front and back. Team sponsor on back.
- 3) Coach Shirt – Logo with Sponsor name and Coach name incorporated.
- 4) Champion Shirt – Logo on front. Logo is unique to each sport, league and season.

D. BASEBALL UNIFORM PANTS

Material: 100% Polyester  
Brand Name: Riddell or equivalent  
Features: 2 inch elastic waistband with drawstring,  
Back patch pocket  
NO fly  
Double Knees  
Color: White or Gray  
Sizes to Bid: Youth (Small-Large) and Adult (Small – XL)

Sizes and Quantity:	Youth:	<u>725</u>	X	Unit Cost:	<u>5.24</u>	=	Total Cost:	<u>3799-</u>
	Adult:	<u>250</u>	X	Unit Cost:	<u>6.94</u>	=	Total Cost:	<u>1735-</u>
	XXL/XXXL:	<u>7</u>	X	Unit Cost:	<u>8.64</u>	=	Total Cost:	<u>60.48</u>

E. SOFTBALL UNIFORM SHORTS

Material: 100% Polyester  
Brand Name: A4 or equivalent  
Features: Double lined  
Color: Black  
Sizes to Bid: Youth (Small-Large; 6" inseam)  
Adult (Small-XLarge; 7" inseam)

Sizes and Quantity:	Youth:	<u>230</u>	X	Unit Cost:	<u>4.88</u>	=	Total Cost:	<u>1122.40</u>
	Adult:	<u>50</u>	X	Unit Cost:	<u>5.18</u>	=	Total Cost:	<u>259-</u>
	XXL/XXXL:	<u>5</u>	X	Unit Cost:	<u>5.69</u>	=	Total Cost:	<u>28.45</u>

Screening Request:

Logo with Sponsor name on Front, 6" number on back

TOTAL 2022 BID COST (Combination of Total Costs per Item): \$ 34887.48

\*All Quantities are Estimates

FREIGHT, DELIVERY and ARTWORK must be included in total bid price.

SUBSTITUTIONS - An equivalent item may be specified and substituted unless the category specifically states "NO Substitutions".

PRICES quoted on all items must be honored on any orders placed January 1 – December 31, 2022 regardless of size of order.

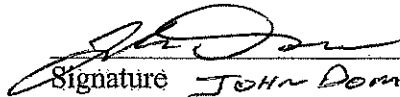
DELIVERY must be received within 15 business days of order date.

INVOICES must accompany delivered items or be received within 2 weeks of delivered orders.

Respectfully submitted:

ADLER TEAM SPORTS  
Name of Bidder/Contractor (Company)

23780 LAURELWOOD BLVD  
Address EUCLID, OH 44132

  
Signature JOHN DOMO

1/18/22  
Date

PRESIDENT  
Title and Printed Name

216-289-2254  
Phone

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 020

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE THROUGH THE “NOPEC 2022 ENERGIZED COMMUNITY” GRANT PROGRAM TO UTILIZE ENERGY EFFICIENT BUILDING MATERIALS AND/OR FOR ENERGY INFRASTRUCTURE PROJECTS IN CONNECTION WITH THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2022 (“NEC Grant(s)”), as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has been advised that NOPEC has agreed to provide funding to the City in the amount of \$114,144.00 for 2022; and

WHEREAS, in order to avail itself of such funding for use of certain energy efficient building materials and/or for energy infrastructure projects in connection with the City of Strongsville Town Center Enhancement & Walkability Initiative, the City is required to enter into a Grant Agreement with NOPEC, Inc.; and

WHEREAS, therefore, the City wishes to enter into such Grant Agreement with NOPEC, Inc., in order to receive the NEC Grant(s) for 2022, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Grant Agreement with NOPEC, Inc. for funding assistance in connection with the NOPEC 2022 Energized Community Grant Program, in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten, and which in all respects is hereby approved.

**Section 2.** That the Mayor, Director of Finance, Director of Economic Development, and any other appropriate City officials and their designees be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

**Section 3.** That the grant funds shall be placed into and expended out of the Recreation Capital Improvement Fund.

**Section 4.** That 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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 020

this Council; and that all deliberations of this 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.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary to enter into the aforesaid Agreement in order to accept funds for the use of energy efficient building materials and/or for energy infrastructure projects, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-020 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## NOPEC 2022 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and CITY OF STRONGSVILLE, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance to the program policies must be submitted by November 30, 2024. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2022 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2022, and shall expire on December 31, 2022, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its



consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

Title: Director of Economic Development  
Name: Brent T. Painter  
16099 Foltz Parkway  
Strongsville, Ohio 44149

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

**NOPEC, INC.:**

CITY OF STRONGSVILLE \_\_\_\_\_, Ohio

Individual Authorized by Grantee's  
Legislation

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

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

Title: Thomas P. Perciak, Mayor

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

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

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

[Signature page to NOPEC 2022 Energized Community Grant Agreement.]

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 021

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE SPINOSO MANAGEMENT GROUP, LLC, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.**

WHEREAS, the Strongsville Town Center area is an essential part of the infrastructure and fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; and

WHEREAS, numerous community events are held in this area each year, including the City's Homecoming Festival and fireworks, the Strongsville Rib Burn-off, and the Winter Wonderland Celebration and fireworks, just to name a few; and

WHEREAS, the City of Strongsville has continuously recognized the importance of the Strongsville Town Center area and recently launched the "Strongsville Town Center Enhancement & Walkability Initiative" to upgrade the connectivity and walkability within the Strongsville Town Center area, which will improve the quality of community life for our residents and guests; and

WHEREAS, SouthPark Mall is another important destination in the City of Strongsville and is near the Town Center area; and

WHEREAS, the owners of SouthPark Mall, the Spinoso Management Group, LLC ("Spinoso"), have recognized the significance of the Town Center area; and

WHEREAS, therefore, Spinoso has most graciously donated a check in the amount of \$10,000.00 to be utilized by the City of Strongsville for the Town Center Enhancement & Walkability Initiative; and

WHEREAS, the City is desirous of accepting such gracious donation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby extends its gratitude and appreciation to the Spinoso Management Group, LLC for its donation of \$10,000.00 to be utilized by the City for the Strongsville Town Center Enhancement & Walkability Initiative.

**Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this 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.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2022 - 021  
Page 2

**Section 3.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
ORD. No. *2022-021* Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 022

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE COMMUNITY THEATRE IN APPRECIATION OF THE STAFF AND PERSONNEL AT THE WALTER F. EHRLFELT RECREATION & SENIOR CENTER.**

WHEREAS, since 1995, the Strongsville Community Theatre has produced dramas, comedies, family favorites, musicals and other quality entertainment for the City of Strongsville's residents and many other guests to enjoy; and

WHEREAS, the Strongsville Community Theatre has held its regular Board meetings, auditions, and even some rehearsals in various meeting rooms at the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center, including the recent successful performance of the "Tribute to Broadway" show; and

WHEREAS, therefore, the Strongsville Community Theatre has donated a check in the amount of \$2,000.00 in sincere appreciation for all the ways the Senior Center personnel have accommodated the members of such organization at the Recreation & Senior Center facility; and

WHEREAS, the City is therefore desirous of accepting such gracious donation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby extends its gratitude and appreciation to the Strongsville Community Theatre for its monetary donation of \$2,000.00 in recognition of the many ways the Walter F. Ehrnfelt Recreation & Senior Center personnel have helped and accommodated the Strongsville Community Theatre organization at the facility.

**Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this 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 3.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2022 - 022  
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
ORD. No. 2022-022 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 023

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DISPOSAL OF OLD FILING CABINETS UTILIZED BY THE BUILDING DEPARTMENT, WHICH ARE BEYOND THEIR SERVICE LIFE, OBSOLETE AND/OR DAMAGED AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council finds that the City of Strongsville Building Department has old filing cabinets, which are beyond their useful service life, which are damaged and/or in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such Building Department file cabinets.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance, with the assistance of the Building Commissioner, be and is hereby authorized to dispose of the various aforementioned Building Department items and to perform all acts required in furtherance thereof.

Section 3. That 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 this 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 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-023 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 024

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF SIX (6) 2022 FORD INTERCEPTOR SPORT UTILITY POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of six (6) 2022 Ford Interceptor Police Vehicles from Montrose Ford, Inc., all with certain basic options and added appurtenances (Contract No. RSI006716, Index No. GDC050), for use by the Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **MONTROSE FORD, INC.** of six (6) 2022 Ford Interceptor Police Vehicles, all with certain basic options and added appurtenances, for a total amount not to exceed \$234,881.70, for use by the Police Department of the City, as indicated on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 - 024

Section 5. That 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 this 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 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-024 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

STATE CONTRACT RS1006716 (SOLICITATION ID # SRC0000001531) GDC050

STATE CONTRACT CTR006716

2022 POLICE EXPLORER

Order No: [REDACTED]

**STRONGSVILLE PD**

FIN# Q0798

**CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ONLY**

\*\*\*PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS\*\*\*

K8A 4DR AWD POLICE	99W .3.3L HYBRID	CHANGED
.119" WHEELBASE	44B .10-SP MOD HYBRD	CHANGED
<b>UM AGATE BLACK</b>	425 50 STATE EMISS	
9 CLTH BKTS/VNL R	51R DRV LED SPT LMP	
6 EBONY	55F KEYLESS - 4 FOB	
500A EQUIP GRP	DEST AND DELIV	
.AM/FM STEREO		

STATE CONTRACT CTR006716 BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

**\$ 35,849.00**

**FORD FACTORY VSO (Vehicle Special Order) LIGHTING Add-On by customer request**


ADDED BY CUST.		ADDITIONAL BID ITEM QUOTED TO STATE (WILL + OR - TO ABOVE AMOUNT)			
18D	\$ -	DELIVERY CHARGE	DLR	\$ 50.00	\$ 50.00
47A	\$ 251.32	WHEEL COVER	65L	\$ 53.00	
51T	\$ 405.82	3.3L V6 FFV	99B/44U	\$ (3,079.00)	
55B	\$ 527.36	3.0L V6 ECOBOOST	99C/44U	\$ 728.00	\$ 728.00
59B	\$ 48.41	INSIDE REAR LOCKS/HANDLES INOP	68G	\$ 67.00	\$ 67.00
67V	\$ 179.22	INSIDE WINDOWS-REAR PWR DELETE	52P	\$ 143.00	
68B	\$ 654.05	HTD SIDE VIEW MIRRORS	549	\$ 53.00	\$ 53.00
76R	\$ 266.77	CARPET	16C	\$ 112.00	
		RED/WHT DOME IN CARGO	17T	\$ 45.00	\$ 45.00
		PER. ANTI-THEFT (req. 55F)	593	\$ 107.00	
		RMT KEYLESS ENTRY DELETE	55F	\$ -	
		REAR CONSOLE PLATE	85R	\$ 40.00	
		GRILLE LED LIGHTS/SIREN/SPKR WIRE	60A	\$ 45.00	
		DRV LED SPT LMP DELETE	51R	\$ (352.00)	
		SYNC (INC CRPT/CLTH REAR/CONSOLE)	65U	\$ 348.00	
		REAR LIGHT - BLUE/BLUE FOR CARGO	66C	\$ 406.00	
		DARK CAR FEATURE	43D	\$ 22.00	\$ 22.00

STATE CONTRACT CTR006716

Attn: MIKE GRAZIANI

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford  
QUOTED 1/6/2022  
ORDERED

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 36,814.00
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS - NOT QUOTED TO THE STATE	\$ 2,332.95
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ 0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 39,146.95
6 unit/s requested	\$ 234,881.70

Cust. Signature: \_\_\_\_\_

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



CODE	DESCRIPTION
18D	Global Lock / Unlock feature
47A	Police Engine Idle Feature
51T	Spot Lamp - LED Bulb, Driver Only (Whelen)
55B	BLIS - Blind Spot Monitoring with Cross Traffic Alert
59B	Keyed Alike – 1284x
67V	Police Wire Harness Connector Kit - Front/Rear
68B	Police Perimeter Alert
76R	Reverse Sensing System

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 025

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE A PORTABLE DRUG DISPOSAL INCINERATOR SYSTEM THROUGH FUNDS AVAILABLE IN THE LAW ENFORCEMENT FEDERAL CONTRABAND SEIZURE FUND, AND DECLARING AN EMERGENCY.**

WHEREAS, law enforcement agencies, such as the City of Strongsville Police Department, are authorized to accept any proceeds recovered from the sale of property ordered forfeited as contraband; and

WHEREAS, by and through Resolution No. 1989-165, the City established a special fund known as the Law Enforcement Contraband Seizure Trust Fund; and

WHEREAS, the City of Strongsville Police Department is in need of a portable, high-efficiency drug disposal incinerator system known as a "Drug Terminator," in order to incinerate evidence drugs, paraphernalia, and active pharmaceutical ingredients; and

WHEREAS, pursuant to Ohio Revised Code Section 2981.13, the Police Department desires to use the funds available in Fund No. 216, Law Enforcement Federal Contraband Seizure Fund in order to purchase such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council finds that pursuant to Ohio Revised Code Section 2981.13(C)(2)(a)(v), it would be appropriate to expend funds from the Law Enforcement Federal Contraband Seizure Fund in order to purchase a portable, high-efficiency drug disposal incinerator system known as a "Drug Terminator."

**Section 2.** That the Mayor, Director of Finance and Chief of Police are hereby authorized to utilize the funds available in such Fund No. 216 Law Enforcement Federal Contraband Seizure Fund to purchase such equipment.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this 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 4.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase a portable drug disposal incinerator system with funds available through such specific law enforcement fund, and in order to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2022 - 025  
Page 2

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
ORD. No. 2022-025 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_