

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

City Council

James A. Kaminski
Ward 1

Annmarie 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

September 1, 2022

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, September 6, 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 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2022-122, 2022-123, 2022-124, 2022-125 and Resolution No. 2022-126.

Public Safety & Health Committee will meet to discuss Ordinance No. 2022-127 and Resolution No. 2022-128.

Finance Committee will meet to discuss Ordinance No. 2022-129 and Resolution Nos. 2022-130 and 2022-131.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2022-132, 2022-133, 2022-134, 2022-135, 2022-136 and 2022-137.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2022-138 and Resolution Nos. 2022-139 and 2022-140.

Committee of the Whole will meet to discuss Resolution No. 2022-141.

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

TUESDAY, SEPTEMBER 6, 2022 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – July 18, 2022*
 - *Special Council Meeting – July 26, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Administration of Oath of Office to Sergeant Jeffrey Benedictis of the Strongsville Police Department.*
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. 2022-122 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15, 1252.16 AND 1252.18 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.
- Ordinance No. 2022-123 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 17406 ROYALTON ROAD (PPN 396-12-028) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-124 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE BOSTON ROAD INTERCHANGE PROJECT (CUY/MED-TRAFFIC STUDY; PID 116069, AGREEMENT NO. 38096), AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-125 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 GRANT FUNDING FOR IMPROVEMENTS TO WHITNEY ROAD IN CONNECTION WITH THE WHITNEY ROAD WIDENING PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-126 by Mayor Perciak and all Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE ALBION ROAD AND WEBSTER ROAD SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-127 by Mayor Perciak and All Members of Council. AN ORDINANCE REPEALING SECTION 648.12 CONCERNING OBSCENE OR PROFANE LANGUAGE, AND AMENDING SECTION 606.27 CONCERNING REFUSAL TO IDENTIFY SELF, OF PART SIX OF THE GENERAL OFFENSES CODE IN ORDER TO UPDATE THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE.
- Resolution No. 2022-128 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
- Ordinance No. 2022-129 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN ADOPTION AGREEMENT WITH OHIO DEFERRED COMPENSATION IN ORDER TO ADD THE ROTH 457 OPTION TO THE CURRENT OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN PROGRAM FOR THE BENEFIT OF ELIGIBLE CITY EMPLOYEES, AND DECLARING AN EMERGENCY.

- Resolution No. 2022-130 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-131 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-132 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 (FINAL) FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE AND AN INCREASE IN THE CONTRACT PRICE, ALL 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. 2022-133 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (No. 101L-23) FOR THE PURCHASE OF LIQUID ASPHALT TO BE USED 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. 2022-134 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF SPECIALTY REPAIR PARTS AND SUPPLIES IN 2022; AUTHORIZING THE MAYOR TO MAKE PAYMENT FOR SUCH SPECIALTY REPAIR PARTS AND SUPPLIES; AND FURTHER AUTHORIZING ADDITIONAL PURCHASES OF SUCH SPECIALTY PARTS, SUPPLIES AND REPAIR SERVICES FOR THE CITY'S FIRE AND SERVICE DEPARTMENTS' WESTERN STAR AND FREIGHTLINER TRUCK FLEET, AS NEEDED DURING 2022; ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-135 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. [GovDeals]
- Ordinance No. 2022-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Greater Cleve. Auto Auction]
- Ordinance No. 2022-137 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Reed's]

- Ordinance No. 2022-138 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 IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-139 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM SOUTHWEST GENERAL HEALTH CENTER TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.
- Resolution No. 2022-140 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF EQUIPMENT FROM CARL HOERIG TO BE USED BY THE CITY OF STRONGSVILLE RECREATION DEPARTMENT FOR MAINTENANCE OF THE CITY'S BASEBALL FIELDS.
- Resolution No. 2022-141 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR AND LAW DIRECTOR TO ENTER INTO A MUTUAL RELEASE AGREEMENT IN ORDER TO RESOLVE PENDING LITIGATION, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-D1-D2-D3-D3A-D6: To: 14952 Tavern LLC., 14952 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 08/08/22 – Clerk submitted letter to Division of Liquor Control requesting extension of time due to August recess).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 122

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1252.15, 1252.16 and 1252.18 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.

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

Section 1. That Section 1252.15 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in part as follows:

**CHAPTER 1252
Residential Districts**

* * *

1252.15 YARDS FOR ACCESSORY BUILDINGS AND USES.

Any accessory use permitted in a residential district may either occupy a part of the main building, occupy a separate accessory building, **occupy an unenclosed structure**, or constitute an accessory land use. ~~As~~ Separate accessory buildings, other than a private garage, **and unenclosed structures that are capable of being occupied**, shall comply with the following schedule:

Land Area of Accessory Building Lot (Sq. Ft.)	Accessory Building and Unenclosed Structure Size/Location		
	Maximum Permitted Accessory Building (Sq. Ft.)	Maximum Permitted Unenclosed Structure (Sq. Ft.)	Minimum Setback From Rear/Side Lot in Feet
Less than 34,000	192	200	5
Between 34,000 and less than 43,560	323	320	5
Between 43,560 and less than 87,120	400	400	5
Between 87,120 and less than 130,680	480	400	5
Between 130,680 and less than 174,240	576	600	10
Between 174,240 and less than 217,800	720	600	10
Between 217,800 and less than 261,360	800	800	10
Between 261,360 and less than 304,920	862	800	10
Between 304,920 and less than 348,480	915	1200	15
Between 348,480 and less than 392,040	1,045	1200	15
Between 392,040 and less than 435,600	1,176	1200	15
Equal to or greater than 435,600	1,307	1200	15

- (a) Accessory Building Location in ER, R1-125, R1-100 and R1-75 Districts. Any accessory building or detached private garage shall not be located within twenty (20) feet of the main building and shall not be located within twenty (20) feet of any dwelling on an adjacent residential lot, provided, however, that unenclosed accessory structures, such as gazebos, pergolas and trellises, may be located within twenty (20) feet of the dwelling to which they are accessory. Any accessory building or detached private garage shall not project into a front or into a side yard. An accessory building or private garage may, however, be located in a rear yard but no closer to the rear or side lot line as set forth in the Schedule in 1252.15.

On corner lots, an accessory building shall be set back from the side street line not less than the required setback for the adjacent main building of the butt lot plus an additional five feet.

Accessory buildings shall not be permitted in OF-C and RT-C Districts as an accessory use to a cluster or townhouse dwelling in a cluster development.

~~(Ord. 2019-154. Passed 11-18-19.)~~

* * *

Section 2. That Sections 1252.16 and 1252.18 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

1252.16 PROJECTIONS INTO YARDS.

A projection is that part or feature of a building which extends or projects outside of the main building walls. It is intended that certain features may project into required yards but they shall be regulated so as not to substantially interfere with the reception of sun, light, air and the use of adjacent lots. Building features may project into a front, side or rear yard of a dwelling as follows:

- (a) Architectural Features. A belt course, balcony, cornice, gutter or chimney may project into a front and side yard for a distance of two feet provided no part is less than three feet from any side lot line.
- (b) Entrance Features. Ground level open platforms, landings, or terraces not exceeding 120 square feet in area may extend up to ten feet into the required front yard. Steps or other features not extending above the first floor level of a building may extend up to six feet into a required front yard and three feet into a required side yard provided that no part is less than three feet from any lot line.
- (c) Enclosed Shelters. An enclosed entry, enclosed porch or enclosed deck may be constructed as part of the dwelling, but shall not project into any required yard area.
- (d) Unenclosed Shelters. An entrance hood or open but roofed porch may project up to six feet into a required front yard or required rear yard and three feet into a required side yard.
- (e) Unenclosed Patio or Deck.
- (1) On a lot with a one-family dwelling or two-family dwelling, an unenclosed patio or deck may project ~~up to fourteen feet~~ into a required rear yard provided such deck or patio ~~maintains the same~~

~~required side yard setback as established for the main building,~~
and is set back not less than five (5) feet from any **side or** rear lot line, and does not encroach into any easement.

- (2) On a lot with a one-family cluster or a townhouse dwelling, an unenclosed patio or deck may project ~~up to fourteen feet~~ into a required rear yard provided such deck or patio is set back not less than ten (10) feet from the rear lot line, and does not encroach into an easement, and thirty-five (35) feet from any adjoining side or rear lot line of any single family dwelling lot and does not encroach into any easement; except that, if the Planning Commission has approved the location and arrangement of unenclosed patios or decks for the cluster or townhouse area in conjunction with the approval of the detailed site plan of such area, then such approval shall govern.

- (f) **Maximum Impervious Area. The aggregate area of decks, shelters, patios, sheds, and other features with impervious surfaces shall not cover more than fifty percent (50%) of any designated rear yard area.**
~~(Ord. 2018-103. Passed 9-4-18.)~~

* * *

1252.18 BUILDINGS PERMITTED ON ZONING LOT.

There shall be not more than one, one-family or one, two-family dwelling permitted on a zoning lot. There may be more than one townhouse, cluster dwelling or apartment building on a zoning lot. In addition, there may be one accessory building, **one unenclosed accessory structure that is capable of being occupied**, and one garage on the same zoning lot with a main building provided such accessory building, **unenclosed accessory structure**, and garage are constructed subsequent to the main building and remain only as long as the main building remains.

No one-family or two-family dwelling shall be located to the rear of any building on the same lot or on another lot which does not have the required frontage on a dedicated street. However, a group of apartment, townhouse or cluster buildings may be arranged in groups and not directly front on a dedicated street.

~~(Ord. 2012-085. Passed 9-17-12.)~~

* * *

Section 3. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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 shall take effect and be in force from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 122
Page 4

First reading: _____

Second reading: _____

Third reading: _____

Public Hearing: _____

President of Council

Date Passed: _____

Referred to Planning Commission

Approved: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2022-122 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 123

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 17406 ROYALTON ROAD (PPN 396-12-028) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 17406 Royalton Road (PPN 396-12-028), in the City of Strongsville, from PF (Public Facilities) classification to GB (General Business) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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 rezone such property in order to provide for the orderly development of lots and lands within the City, and to enhance economic development within 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.

First reading: _____

Referred to Planning Commission

Second reading: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 123
Page 2

Third reading: _____

Approved: _____

Public Hearing: _____

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. 2022-123 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and is described as follows:

And known as being part of original Strongsville Township Lot No. 46 and bounded and described as follows:

Beginning at the intersection of the center lines of Royalton Road, 80 feet wide, and Fallingwater Road, 100 feet wide:

Thence south $87^{\circ} 36' 49''$ west, along the center line of Royalton Road 297.39 feet to a point;

Thence North $0^{\circ} 18' 41''$ west, 40.03 feet to a point on the northerly side of Royalton Road, and the place of beginning;

Thence North $0^{\circ} 18' 41''$ west, along the easterly line of land conveyed to Walter Macharzewski and A.M. Macharzewski by deed dated August 7, 1952 and recorded in Volume 7612, Page 717 of Cuyahoga County Records, 259.97 feet to a point;

Thence South $87^{\circ} 36' 49''$ west, along the northerly line of land so conveyed to Walter Macharzewski and A.M. Macharzewski, 100.00 feet to a point;

Thence North $0^{\circ} 18' 41''$ west, along an easterly line of land conveyed to Alfred W. Hinchcliff by deed dated November 1, 1943 and recorded in Volume 5639, Page 372 of the Cuyahoga County Records, 134.72 feet to a point;

Thence North $89^{\circ} 41' 19''$ east, 349.17 feet to a point on the westerly line of Fallingwater Road;

Thence by the arc of a curve deflecting to the left, and along the westerly line of Fallingwater Road, and having a radius of 1585.49 feet, an arc distance of 80.38 feet, and a chord distance of 80.35 feet, which bears South $1^{\circ} 08' 26''$ west, to a point;

Then South $0^{\circ} 18' 41''$ east, along the westerly line of Fallingwater Road, 301.79 feet to a point on the northerly line of Royalton Road;

Thence South $87^{\circ} 36' 49''$ west, along the northerly line of Royalton Road, 247.36 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Excepting therefrom the following described premises:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio:

And known as being part of original Strongsville Township Lot No. 46, Town 5 North, Range 14 West, and bounded and described as follows:

EXHIBIT A

Parcel No. 61 WD

Being a parcel of land lying on the northerly side of Royalton Road (S.R. 82) of the center line of a survey, made for the Department of Transportation, and recorded in Book____, Page____, of the Records of Cuyahoga County, and being located within the following described points in the boundary thereof; beginning at an iron pin in the center line of S.R. 82, said iron pin being station 70+04.12;

Thence south $88^{\circ} 46' 41''$ west, along the center line of S.R. 82, a distance of 1348.23 feet to a point, said point being station 56+55.89;

Thence north $01^{\circ} 13' 19''$ west, along a line perpendicular to the center line of S.R. 82, a distance of 40.00 feet to a point of curvature, and the true place of beginning;

Thence northeasterly, along the arc of a curve which bears to the left, ($\Delta=87^{\circ} 55' 30''$, Radius = 25.00, Tangent = 24.11 feet, Chord = 34.71 feet, bearing north $44^{\circ} 48' 56''$ east), a distance of 38.36 feet;

Thence south $00^{\circ} 51' 11''$ west, along the existing westerly right-of-way line of Fallingwater Road, a distance of 24.11 feet;

Thence south $88^{\circ} 46' 41''$ west, along the existing northerly right-of-way line of S.R. 82, a distance of 24.11 feet, to the true place of beginning, and containing 123 square feet of land.

PETITION FOR ZONING

Ordinance Number: 2022-123

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I the undersigned owner of the property set above my name on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class PF use to a class GB use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: the Public Facilities zoning district, in which the Property is located, is overly restrictive in the types of permitted and conditional uses allowed therein especially when considering the types of uses allowed and benefits enjoyed in the commercial and business districts surrounding this Property, and has, in effect, made leasing the Property extremely challenging, which is further evidenced by the fact that only 50% of the building located on the Property is currently under lease.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: the Property is already located on one of the biggest, most heavily traveled roads in the City of Strongsville where many businesses are situated and its location, with the exception of the multi-family residential zoning district to the north (RMF-1), is already located among other commercial zoning districts, such as Restaurant Recreational Service (R-RS), Shopping Center (SC), Office Building (OB), and General Business (GB).

Please list other supporting documents (if any) which accompany this petition:

1. Limited Warranty Deed of the Property, Instrument Number 202001080704
2. ALTA Survey dated May 2, 2019, certified by Robert A. Dorner, Registered Professional Surveyor, from McSteen Land Surveyors.
3. Certified list of titled property owners of record within a 500-foot radius of the Property.

THE PROPOSED USE OF THE PROPERTY IS: Professional office space, all personal service establishments, and other permitted or conditional uses allowed in the GB district.

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING

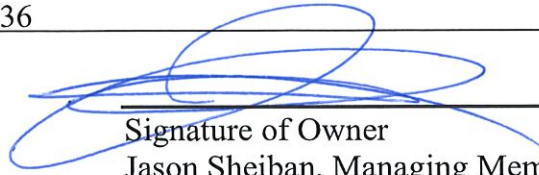
Ordinance Number: 2022-123

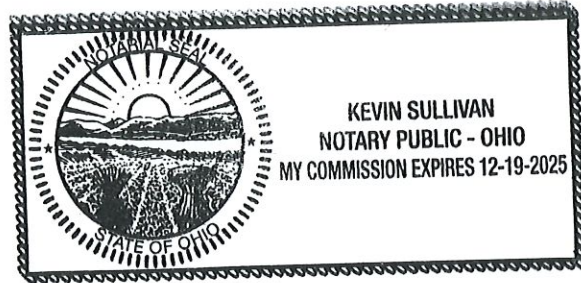
Name, address and **telephone number** of applicant or applicant's agent:

Name: Jason Sheiban, Managing Member of Property Owner, SP-JS1 LLC

Address: 17406 North Royalton Road, Strongsville, Ohio 44136

Telephone Number: (440) 666-6536


Signature of Owner
Jason Sheiban, Managing Member of SP-JS1 LLC



State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 28th day of July, 2022.
Kevin Sullivan
Notary Public

My commission expires: 12/19/2025

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2022-123

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 17406 North Royalton Road, Strongsville, Ohio 44136

Permanent Parcel No. 396-12-028

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North Royalton Road to the south of the property; Falling Water Road to the east of the Property (no immediate streets or roads to the north or west of the Property).

Number and type of buildings which now occupy property (if any): One (1) brick building

Acreage: 2.668 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No deed restrictions

Said deed restrictions (will) (have) expire(d) on: N/A

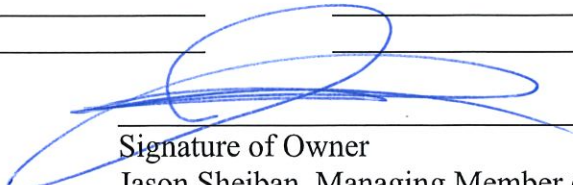
Said property is presently under lease or otherwise encumbered as follows: There are two (2) leases on the Property: (1) NOBC II LLC; and (2) Quick Med Urgent Care LLC.

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

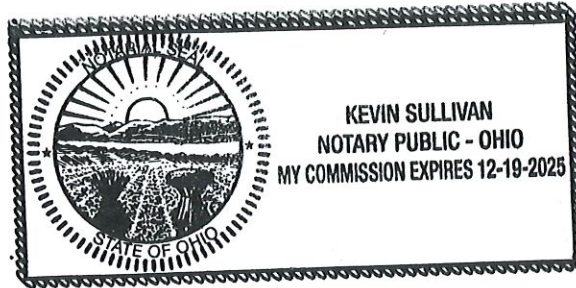
Ordinance Number: 2022-123

Owner(s)	Percent of Ownership:
1. <u>SP-JS1, LLC</u>	<u>100%</u>
2. _____	_____
3. _____	_____

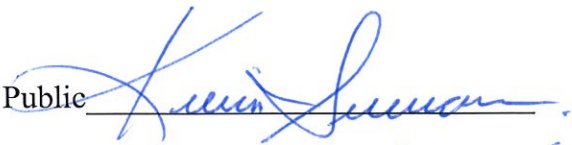


Signature of Owner
Jason Sheiban, Managing Member of SP-JS1 LLC

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed to in my presence this 28th day of July, 2022.

Notary Public 
My commission expires 12-19-2025

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: August 1, 2022

SUBJECT: Rezoning Application
Owner: SP-JS1 LLC, Jason Sheiban, Managing Member
PPN: 396-12-028
Address: 17406 Royalton Road
From: Public Facility (PF) to General Business (GB)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: August 8, 2022

Re: Rezoning Application
PPN 396-12-028
PF to GB

Neal,

The attached legal description and exhibit accurately depict the above referenced parcel to be rezoned.

This legal description is to replace the one included in the Clerk of Council's August 1, 2022 memo.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 124

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH THE BOSTON ROAD INTERCHANGE PROJECT (CUY/MED-TRAFFIC STUDY; PID 116069, AGREEMENT NO. 38096), AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2022-053, Council authorized the Mayor to enter into a Traffic Study Project Agreement with the Ohio Department of Transportation to provide funding in connection with the City of Strongsville Boston Road Interchange Project; and

WHEREAS, by and through Resolution No. 2022-054, Council authorized the Mayor to advertise a request for qualifications and proposals for professional engineering services in connection with such Boston Road Interchange Project (CUY/MED-Traffic Study; PID 116069); and

WHEREAS, proposals were received, and the City selected and ranked, in accordance with law, no fewer than three firms which it considered to be most qualified to provide the required professional engineering services; and

WHEREAS, the City has negotiated an agreement with Euthenics, Inc., the firm ranked most qualified to perform the required services, consisting of a traffic safety study, feasibility study to identify improvements, and examination of interchange options at Boston Road and Interstate 71, all of which has been approved by the Ohio Department of Transportation; and

WHEREAS, the City is desirous of proceeding to award and enter into such Agreement for professional engineering services.

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 finds and determines that after negotiations, **EUTHENICS, INC.** is the most qualified firm to perform the professional engineering services in connection with the Boston Road Interchange Project; that the compensation being requested is deemed to be fair and reasonable, and all other proposals for this project are hereby rejected and any informalities or minor defects in the proposal process are hereby waived.

Section 2. That the Mayor be and is hereby authorized and directed to execute and enter into an Agreement, including Addendum, with **EUTHENICS, INC.**, a firm of professional engineers and the best qualified and ranked firm, in a total amount not to exceed \$319,342.00 for the Planning Phase and Preliminary Engineering Phase (Part 1A) of the proposed Boston Road Interchange Project, in order to provide professional engineering services in accordance with Agreement No. 38096 and Addendum attached hereto as Exhibit A; its Proposal, and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 124
Page 2

related forms and documents comprising the contract, copies of which are attached hereto and/or on file with the City Engineer, and which, in all respects are hereby approved.

Section 3. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and such other local, state and/or federal funds which may become available for such Project.

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, and for the further reason that such professional engineering services are required in order to ensure an appropriate traffic safety study, 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. 2022-124 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
AGREEMENT NO. 38096

This Agreement No. 38096 entered into this _____ day of _____, 2022, by and between the City of Strongsville, acting by and through the Mayor, hereinafter referred to as the City, and Euthenics, Inc., hereinafter referred to as the Consultant, with an office located at 8235 Mohawk Drive, Cleveland, Ohio 44136 .

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the City to conduct a traffic safety study for the roads and highways in Strongsville and Brunswick. The traffic safety study shall examine how to improve those highways in ways that increase the safety and convenience of the traveling public through those municipal corporations, Per HB 110 and as identified as CUY/MED TRAFFIC STUDY. The work will be a feasibility study to identify improvements within the municipal corporations and will examine interchange options at Boston Road and Interstate 71.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to the compensation of the Consultant for the performance of the authorized portions of the Work specified in this Agreement:

Project Development Process

Part 1: Planning Phase

Actual costs plus a net fee of Fourteen Thousand, Nine Hundred Fifty-Five Dollars (\$14,955.00). However, the maximum prime compensation shall not exceed Two Hundred Seven Thousand, Nine Hundred Sixteen Dollars (\$207,916).

Part 2: Preliminary Engineering Phase

Actual costs plus a net fee of Five Thousand Fifty-One Dollars (\$5,051.00). However, the maximum prime compensation shall not exceed One Hundred Eleven Thousand, Four Hundred Twenty-Six Dollars (\$111,426.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Three Hundred Nineteen Thousand, Three Hundred Forty-Two Dollars (\$319,342.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services Minutes.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations

described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor.

EUTHENICS, INC.

By: _____

Title: _____

CITY OF STRONGSVILLE

Thomas P. Perciak
Mayor

APPROVED AS TO FORM:

By: _____

Title: Neal M. Jamison, Law Director

Re: BOSTON ROAD INTERCHANGE PROJECT
(CUY/MED-Traffic Study; PID 116069; Agreement No. 38096)
ENGINEERING DESIGN SERVICES

ADDENDUM TO PROPOSAL
BETWEEN THE CITY OF STRONGSVILLE ("CITY") AND
EUTHENICS, INC. ("CONSULTANT")

1. WARRANTIES. Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards for comparable work within the Northeast Ohio area.

2. SUPPLEMENTAL FORMS. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Affidavit
Non-Collusion Affidavit
Affirmative Action Certificate
Statement as to Interested Parties
Delinquent Personal Property Tax Affidavit
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)

3. INSURANCE. Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- | | | |
|-----|--|---|
| (a) | Worker's Compensation and Employer's Liability | |
| | Worker's Compensation | Statutory |
| | Employer's Liability | \$500,000/\$500,000/\$500,000 |
| | | |
| (b) | Comprehensive Automobile Liability | |
| | \$1,000,000 combined single limit Bodily Injury and Property Damage | |
| | | |
| (c) | Comprehensive General Liability including environmental coverage, (naming the Client as additional insured) | |
| | \$1,000,000 | per occurrence |
| | \$2,000,000 | annual aggregate |
| | \$2,000,000 | product/completed operations per occurrence |
| | \$1,000,000 | personal injury/advertising liability |
| | | |
| (d) | Umbrella/Excess Liability | |
| | \$2,000,000 | per occurrence |
| | \$2,000,000 | annual aggregate |
| | \$2,000,000 | products aggregate |
| | | |
| (e) | Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project. | |

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

4. CONSULTANT'S INDEMNIFICATION. Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

5. POWERS OF THE CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

6. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

7. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

8. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Euthenics, Inc.
8235 Mohawk Drive
Cleveland, Ohio 44136
Alan R. Piatak, P.E., President

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

9. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

10. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

11. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

12. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by the applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain officials of the City.

13. PUBLIC RECORDS LAW. The Consultant recognizes the requirements of Ohio Revised Code Section 149.43 *et seq.*, otherwise known as the "Ohio Public Records Law," and fully waives and releases any claim against the City of Strongsville and any of its officers and employees relating to the release of any of its documents or information. Furthermore, the Consultant agrees to defend, indemnify and hold the City of Strongsville and its officers and employees harmless from any and all claims arising from the release of any document or information made available to the City of Strongsville unless subject to lawful exemption.

14. MUNICIPAL INCOME TAX. The vendor/contractor, if located within the City or doing business within the City, shall withhold all City income taxes due or payable under the provisions of the Municipal Income Tax ordinance for wages, salaries, and commissions paid to its employees pursuant to Chapter 881, sections 881.03/.04 of the Codified Ordinances of the City of Strongsville. The vendor/contractor shall likewise require its subcontractors to withhold any such City income taxes due for services performed under this Contract, as required by section 881.04. The vendor/contractor is further required to register with the City's Tax Administrator under SCO 881.27, and to file any Municipal Income Tax Returns and pay any taxes required by Chapter 881.

15. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

16. BINDING EFFECT AND PERMITTED SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Proposal is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
EUTHENICS, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Alan R. Piatak, P.E., President
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Eric Dean, Director of Finance of the Client of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the Client, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this _____ day of September, 2022.

Neal M. Jamison, Law Director

AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, whose title is _____, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of _____, the party making the enclosed Proposal, and says further that said _____ (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this _____ day of _____, 20____.

Notary Public

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) **SS:**
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 20 ____.

Notary Public

AFFIRMATIVE ACTION CERTIFICATE

In providing goods and/or services hereunder vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

STATEMENT AS TO INTERESTED PARTIES

STATE OF _____)
) SS:
 COUNTY _____)

_____, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of _____ in the City of _____, State of _____.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

CORPORATION ONLY: That he/she is the duly-authorized _____ of _____, a corporation organized and existing under the laws of the State of _____ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: _____

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 202__.

(Notary Public)

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of
 (*name of contractor/proposer*)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

(Company Name)

By:

Its:

STATE OF _____)
) **SS:**
COUNTY _____)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
 _____ day of _____, 20____.

 Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

 Notary Public

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Notary Public

August 25, 2022

Mr. Ken Mikula, P.E.
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Re: CUY/MED Traffic Study - PID: 116069
Boston Road Interchange
Revised Scope and Fee – Part 1A

Dear Mr. Mikula,

We are pleased to resubmit this proposal for providing engineering services for the above subject project. The proposal has been updated per review comments contained within the August 22, 2022 email from the Ohio Department of Transportation. The scope and fee are for Part 1A services which include the following:

1. Develop Purpose & Need Statement for Boston Road Interchange.
2. Develop Feasibility Study (FS) for Boston Road Interchange. Identify which of the required FS items were addressed in previous studies. Evaluate multiple alternatives being considered to address the Purpose & Need: No Build, Full Interchange Alternatives at Boston Road, Partial Interchange Alternatives at Boston Road.
3. Provide Boston Road Interchange Certified Design Traffic forecasts.

We are available to discuss any questions that you may have concerning this proposal.

Very Truly Yours,
EUTHENICS, INC.



Alan R. Piatak, P.E.
President

C-R-S		PROPOSAL LABOR SUMMARY										Version: Sept.2021		
Consultant:														
Agreement No.		E = Euthenics, Inc.												
Modification No.		TS = TransSystems												
PID No.														
Proposal Date		7/21/2022 - Revised 8/25/2022												
Task Description		No. of Units	Principal	Project Manager	Project Engineer (PE)	Engineer (Non-PE)	Senior Technician	Surveyor (PS)	Survey Crew (2-Person)	Traffic Counter or Admin	Hours	Cost	Total	
AUTHORIZED TASKS:														
1 - Planning Phase														
1.1 - Project Start-up														
1.1.A - Planning and Programming (E)			73	24									97	\$6,064
1.1.B - STIP/TIP (E)			2	6									8	\$476
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)			10	16									26	\$1,568
TOTAL 1.1 - Project Start-up			85	46	0	0	0	0	0	0	0	0	131	\$8,108
1.2 - Project Initiation Package														
1.2.A - Define Study Area and Logical Termini (E)			2	6	10		4						12	\$632
1.2.B - Conduct Field Review (walk through) (E & TS)			6										16	\$848
1.2.C - Identify Discipline Specific Issues for Project Initiation Package														
1.2.C.A - Identify Design Issues (E)				8	24	8							40	\$1,952
1.2.C.B - Identify Geotechnical Issues - NOT IN SCOPE														
1.2.C.C - Identify Environmental Issues (TS)														
1.2.C.D - Identify Utility Issues including R/W Impacts (E utilities, TS RW)			12	16	16	8	8	4					48	\$2,308
1.2.C.E - ITS (Traffic Surveillance) Project Determination - NOT IN SCOPE														
1.2.C.F - Transportation and Land Use Plans (TS)														
1.2.C.G - Identify Safety Priorities (TS)			2	8	30	8							48	\$2,380
1.2.D - Project Initiation Package Preparation and Submittal (E & TS)			4	4	12		16	8					40	\$1,880
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)			0	12	60	24							96	\$4,560
1.2.F - Concept, Scope and Budget Estimates (E - Construction & Utilities, TS)			4	56	152	48	28	12	0	0	0	0	300	\$14,560
TOTAL 1.2 - Project Initiation Package														
1.3 - Existing Data, Research and Analysis														
1.3.A - Not Used														
1.3.B - Crash Analysis (TS)														
1.3.C - Traffic Counts				8						408			416	\$11,072
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)														
1.3.C.B - Machine Counts on Roadways and Ramps - No Build - NOT IN														
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E & TS)			0	3	3	20							6	\$324
1.3.D - Planning Level Traffic - No Build Condition (E)			8	8	46	30							74	\$3,484
1.3.E - Certified Traffic - No Build Condition (E)			6	6	30	12							48	\$2,280
1.3.F - Capacity Analysis - No Build Condition (E @ SR 82 and SR 303, TS @			0	12	110	24							146	\$7,060
1.3.G - Safety Analysis - No Build Condition - NOT IN SCOPE														
1.3.H - Develop Purpose & Need (TS)														
TOTAL 1.3 - Existing Data, Research and Analysis			0	37	189	56	0	0	0	408	0	0	690	\$24,220
1.4 - Stakeholder Involvement and Public Involvement Plan														
1.4.A - Public Involvement Plan - NOT IN SCOPE														
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan														

C-R-S CUY/IMED Traffic Study

Version:
Sept 2021

PROPOSAL LABOR SUMMARY

C-R-S	CUY/IMED Traffic Study	PROPOSAL LABOR SUMMARY										Version: Sept 2021
Consultant:	Euthenics, Inc.											
Agreement No.												
Modification No.	E = Euthenics, Inc. TS = TransSystems											
PID No.	116069											
Proposal Date	7/21/2022 - Revised 8/25/2022											
Task Description	No. of Units	Principal	Project Manager	Project Engineer (PE)	Engineer (Non-PE)	Senior Technician	Surveyor (PS)	Survey Crew (2-Person)	Traffic Counter or Admin	Hours	Cost	
1.5 - Project Management for Planning Phase												
1.5.A - Meetings			14	6						20	\$1,112	
1.5.B - General Oversight			72							72	\$4,176	
1.5.C - Project Set Up			8						8	16	\$672	
TOTAL 1.5 - Project Management for Planning Phase		0	94	6	0	0	0	0	8	108	\$5,960	
1.6 - Limited Review												
1.6.A - QA/QC for Limited Review - NOT IN SCOPE												
TOTAL 1.6 - Limited Review												
TOTAL 1 - Planning Phase		89	233	347	104	28	12	0	416	1229	\$52,848	
2 - Preliminary Engineering Phase												
2.1 - Develop Preliminary Alternatives												
2.1.A - Prepare and Complete Feasibility Study Report												
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)												
2.1.A.B - Certified Traffic Feasible (Build) Alternatives (TS)												
2.1.A.C - Capacity Analysis Feasible (Build) Alternatives (E @ 82 & 303, TS)			3	48						51	\$2,574	
2.1.A.D - Safety Analysis for Feasible (Build) Alternatives (E) - NOT IN SCOPE												
2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E)							4	16		20	\$1,268	
2.1.A.F - Typical Section - NOT IN SCOPE												
2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up 3 partial interchange layouts and 3 full interchange alternatives (E does layouts/exhibits, TS provides input and peer review)			4	24	32	36				96	\$3,988	
2.1.A.H - Cross-Sections - NOT IN SCOPE												
2.1.A.I - Mapping (E)			4	50	24	24	6			108	\$4,850	
2.1.A.J - Stakeholder Public Involvement - NOT IN SCOPE												
2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage TS to provide peer review)			24	64	16					104	\$5,168	
TOTAL 2.1 - Develop Preliminary Alternatives		0	35	186	72	60	10	16	0	379	\$17,848	
Total - 2 Preliminary Engineering Phase		0	35	186	72	60	10	16	0	379	\$17,848	
TOTAL AUTHORIZED PARTS		89	268	533	176	88	22	16	416	1608	\$70,696	

C-R-S

PROPOSAL LABOR SUMMARY

Version:
Sept 2021

Consultant: Euthetics, Inc.
Agreement No.:
Modification No.:
PID No.: 116089
Proposal Date: 7/21/2022 - Revised 8/25/2022

E = Euthetics, Inc.
 TS = TransSystems

Task Description

IF-AUTHORIZED TASKS:

No. of Units	Principal	Project Manager	Project Engineer (PE)	Engineer (Non-PE)	Senior Technician	Surveyor (PS)	Survey Crew (2-Person)	Traffic Counter or Admin	Hours	Cost
	\$64.00	\$68.00	\$50.00	\$36.00	\$39.00	\$53.00	\$66.00	\$26.00		
0	0	0	0	0	0	0	0	0	0	\$0

GRAND TOTAL									89	268	533	176	88	22	16	416	1608	\$70,696
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C-R-S		PROPOSAL COST SUMMARY										Version: Sept.2021
Consultant:		Euthenics, Inc.										
Agreement No.		0										
Modification No.		0										
PID No.		116069										
Proposal Date		7/21/2022 - Revised 8/25/2022										
		State Average Overhead Rate		Consultant Overhead Rate:		Cost of Money:		Net Fee Percentage:				
		157.25%		132.89%		0.17%		11%				
Task Description		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
AUTHORIZED TASKS:												
1 - Planning Phase												
1.1 - Project Start-up												
1.1.A - Planning and Programming (E)												
1.1.B - STIP/TIP (E)												
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)												
TOTAL 1.1 - Project Start-up												
1.2 - Project Initiation Package												
1.2.A - Define Study Area and Logical Termini (E)												
1.2.B - Conduct Field Review (walk through) (E & TS)												
1.2.C - Identify Discipline Specific Issues for Project Initiation Package												
1.2.C.A - Identify Design Issues (E)												
1.2.C.B - Identify Geotechnical Issues - NOT IN SCOPE												
1.2.C.C - Identify Environmental Issues (TS)												
1.2.C.D - Identify Utility Issues including R/W Impacts (E utilities, TS)												
1.2.C.E - ITS (Traffic Surveillance) Project Determination - NOT IN												
1.2.C.F - Transportation and Land Use Plans (TS)												
1.2.C.G - Identify Safety Priorities (TS)												
1.2.D - Project Initiation Package Preparation and Submittal (E & TS)												
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)												
1.2.F - Concept, Scope and Budget Estimates (E - Construction &)												
TOTAL 1.2 - Project Initiation Package												
1.3 - Existing Data, Research and Analysis												
1.3.A - Not Used												
1.3.B - Crash Analysis (TS)												
1.3.C - Traffic Counts												
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)												
1.3.C.B - Machine Counts on Roadways and Ramps - No Build -												
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E &)												
1.3.D - Planning Level Traffic - No Build Condition (E)												
1.3.E - Certified Traffic - No Build Condition (E)												
1.3.F - Capacity Analysis - No Build Condition (E @ SR 82 and SR 303,												
1.3.G - Safety Analysis - No Build Condition - NOT IN SCOPE												
1.3.H - Develop Purpose & Need (TS)												
TOTAL 1.3 - Existing Data, Research and Analysis												
1.4 - Stakeholder Involvement and Public Involvement Plan												
1.4.A - Public Involvement Plan - NOT IN SCOPE												
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan												

PROPOSAL COST SUMMARY

C-R-S	CUY/IMD Traffic Study										
Consultant:	Euthenics, Inc.										
Agreement No.	0	State Average Overhead Rate		157.25%							
Modification No.	0	Consultant Overhead Rate:		132.89%							
PID No.	116069	Cost of Money:		0.17%							
Proposal Date	7/21/2022 - Revised 8/25/2022	Net Fee Percentage:		11%							
Task Description		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Money Cost of	Direct Costs	Subcon Costs	Net Fee	Total Cost
1.5 - Project Management for Planning Phase											
1.5.A - Meetings			\$56.00	20	\$1,112	\$1,478	\$2	\$0	\$2,122	\$315	\$5,028
1.5.B - General Oversight			\$58.00	72	\$4,176	\$5,549	\$7	\$0	\$7,123	\$1,182	\$18,037
1.5.C - Project Set Up			\$42.00	16	\$672	\$893	\$1	\$0	\$1,420	\$190	\$3,176
TOTAL 1.5 - Project Management for Planning Phase			\$55.19	108	\$5,960	\$7,920	\$10	\$0	\$10,665	\$1,687	\$26,242
1.6 - Limited Review											
1.6.A - QA/QC for Limited Review - NOT IN SCOPE											
TOTAL 1.6 - Limited Review											
TOTAL 1 - Planning Phase			\$43.00	1,229	\$52,848	\$70,230	\$90	\$100	\$69,694	\$14,955	\$207,916
2 - Preliminary Engineering Phase											
2.1 - Develop Preliminary Alternatives											
2.1.A - Prepare and Complete Feasibility Study Report											
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)			\$0.00	0	\$0	\$0	\$0	\$0	\$16,065	\$0	\$16,065
2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS)			\$0.00	0	\$0	\$0	\$0	\$0	\$14,644	\$0	\$14,644
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 & 85)			\$50.47	51	\$2,574	\$3,421	\$4	\$0	\$20,469	\$728	\$27,196
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s) - NOT IN SCOPE											
2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E)			\$63.40	20	\$1,268	\$1,685	\$2	\$0		\$359	\$3,314
2.1.A.F - Typical Section - NOT IN SCOPE											
2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up to 3 partial interchange layouts and 3 full interchange alternatives (E does layouts/exhibits, TS provides input and peer review)			\$41.54	96	\$3,988	\$5,300	\$7	\$0	\$6,157	\$1,129	\$16,580
2.1.A.H - Cross-Sections - NOT IN SCOPE											
2.1.A.I - Mapping (E)			\$44.91	108	\$4,850	\$6,445	\$8	\$0		\$1,372	\$12,676
2.1.A.J - Stakeholder Public Involvement - NOT IN SCOPE											
2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage TS to provide peer review)			\$49.69	104	\$5,168	\$6,868	\$9	\$0	\$7,444	\$1,462	\$20,951
TOTAL 2.1 - Develop Preliminary Alternatives			\$47.09	379	\$17,848	\$23,718	\$30	\$0	\$64,779	\$5,051	\$111,426
Total - 2 Preliminary Engineering Phase			\$47.09	379	\$17,848	\$23,718	\$30	\$0	\$64,779	\$5,051	\$111,426
TOTAL AUTHORIZED PARTS			\$43.97	1,608	\$70,696	\$93,948	\$120	\$100	\$134,473	\$20,005	\$319,342

C-R-S		PROPOSAL COST SUMMARY										Version:									
												Sept.2021									
Consultant:	Euthenics, Inc.																				
Agreement No.	0																				
Modification No.	0																				
PID No.	116069																				
Proposal Date	7/21/2022 - Revised 8/25/2022																				
Task Description	No. of Units		Average Hourly Rate		Total		Labor		Overhead		Cost of Money		Direct		Subcon		Net		Total		
	Hours	Costs	Hours	Costs	Costs	Money	Costs	Money	Costs	Money	Costs	Money	Costs	Money	Costs	Money	Costs	Money	Costs	Money	
IF-AUTHORIZED TASKS:																					
TOTAL IF-AUTHORIZED PARTS																					
				\$0.00		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL																					
				\$43.97		1,608	\$70,696	\$93,948	\$120	\$100	\$134,473	\$20,005									\$319,342

C-R-S		CUY/MED Traffic Study		DIRECT COSTS										Version: Sept 2021
Consultant:		Euthenics, Inc.		Mileage		Direct Cost 2	Direct Cost 3	Direct Cost 4	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
Agreement No.		0		Lump		Units	Units	Units	Units	Units	Units	Units	Units	\$
Modification No.		0												
PID No.		116069												
Proposal Date		7/21/2022 - Revised 8/25/2022												
Task Description		Unit Cost:												
AUTHORIZED TASKS:														
1 - Planning Phase														
1.1 - Project Start-up														
1.1.A - Planning and Programming (E)														\$0.00
1.1.B - STIP/TIP (E)														\$0.00
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)														\$0.00
TOTAL 1.1 - Project Start-up						0	0	0	0	0	0	0	0	\$0.00
1.2 - Project Initiation Package														
1.2.A - Define Study Area and Logical Termini (E)														
1.2.B - Conduct Field Review (walk through) (E & TS)														
1.2.C - Identify Discipline Specific Issues for Project Initiation Package														
1.2.C.A - Identify Design Issues (E)														
1.2.C.B - Identify Geotechnical Issues - NOT IN SCOPE														
1.2.C.C - Identify Environmental Issues (TS)														
1.2.C.D - Identify Utility Issues including RAW Impacts (E utilities; TS)														
1.2.C.E - ITS (Traffic Surveillance) Project Determination - NOT IN														
1.2.C.F - Transportation and Land Use Plans (TS)														
1.2.C.G - Identify Safety Priorities (TS)														
1.2.D - Project Initiation Package Preparation and Submittal (E & TS)														
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)														
1.2.F - Concept, Scope and Budget Estimates (E - Construction &														
TOTAL 1.2 - Project Initiation Package														
1.3 - Existing Data, Research and Analysis														
1.3.A - Not Used														
1.3.B - Crash Analysis (TS)														
1.3.C - Traffic Counts														
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)														\$100
1.3.C.B - Machine Counts on Roadways and Ramps - No Build -														
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E &														
1.3.D - Planning Level Traffic - No Build Condition (E)														
1.3.E - Certified Traffic - No Build Condition (E)														
1.3.F - Capacity Analysis - No Build Condition (E @ SR 82 and SR 303,														
1.3.G - Safety Analysis - No Build Condition - NOT IN SCOPE														
1.3.H - Develop Purpose & Need (TS)														
TOTAL 1.3 - Existing Data, Research and Analysis														
1.4 - Stakeholder Involvement and Public Involvement Plan														
1.4.A - Public Involvement Plan - NOT IN SCOPE														
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan														

C-R-S		CUY/MED Traffic Study											Version:						
		DIRECT COSTS											Sept 2021						
Consultant:	Euthenics, Inc.																		
Agreement No.	0																		
Modification No.	0																		
PID No.	116069																		
Proposal Date	7/21/2022 - Revised 8/25/2022																		
							Mileage			Direct Cost 2		Direct Cost 3	Direct Cost 4	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
Task Description		Unit Cost:																	
		Lump																	
1.5 - Project Management for Planning Phase																			
1.5.A - Meetings																			
1.5.B - General Oversight																			
1.5.C - Project Set Up																			
TOTAL 1.5 - Project Management for Planning Phase																			
1.6 - Limited Review																			
1.6.A - QA/QC for Limited Review - NOT IN SCOPE																			
TOTAL 1.6 - Limited Review																			
TOTAL 1- Planning Phase																			
2 - Preliminary Engineering Phase																			
2.1 - Develop Preliminary Alternatives																			
2.1.A - Prepare and Complete Feasibility Study Report																			
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)																			
2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS)																			
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 &																			
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s) - NOT IN																			
2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E)																			
2.1.A.F - Typical Section - NOT IN SCOPE																			
2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up 3 partial interchange layouts and 3 full interchange alternatives (E does layouts/exhibits, TS provides input and peer review)																			
2.1.A.H - Cross-Sections - NOT IN SCOPE																			
2.1.A.I - Mapping (E)																			
2.1.A.J - Stakeholder Public Involvement - NOT IN SCOPE																			
2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage TS to provide peer review)																			
TOTAL 2.1 - Develop Preliminary Alternatives																			
Total - 2 Preliminary Engineering Phase																			

SUMMARY OF STEPS

SUMMARY OF STEPS

C-R-S **CUY/MED Traffic Study**
Consultant: Euthenics, Inc.
Agreement No. 0
Modification No. 0
PID No. 116069
Proposal Date 7/21/2022 - Revised 8/25/2022

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$43.00	1229	\$52,848	\$70,230	\$90	\$100	\$69,694	\$14,955	\$207,916
Preliminary Engineering Phase								
\$47.09	379	\$17,848	\$23,718	\$30	\$0	\$64,779	\$5,051	\$111,426
Environmental Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$43.97	1608	\$70,696	\$93,948	\$120	\$100	\$134,473	\$20,005	\$319,342
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
Environmental Engineering Phase								
Final Engineering Phase								
Construction Engineering Phase								
TOTAL IF-AUTHORIZED TASKS								
GRAND TOTAL		\$70,696	\$93,948	\$120	\$100	\$134,473	\$20,005	\$319,342

C-R-S		CUY/MED Traffic Study			
Consultant:	Euthenics, Inc.				
Agreement No.	0				
Modification No.	0				
PID No.	116069				
Proposal Date	7/21/2022 - Revised 8/25/2022				
Task Description	Consultant	ODOT	LPA	If Authorized	Narrative
1.1.A - Planning and Programming (E)	X	X	X	X	Identify and communicate with key local and regional stakeholders to find perceived issues prior to formal public involvement. to dispel misinformation, explain the process, and provide a channel for feedback and transparent sharing as the study progresses.
1.1.B - STIP/TIP (E)	X				Coordinate with NOACA to get Boston Road Interchange Project on TIP/STIP
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)	X				Complete draft of NOACA Early Coordination Form (12 MH), attend meeting with Strongsville, District 3, District 12, ODOT M&F, and NOACA (2 people x 4 MH = 8 MH), update NOACA Early Coordination Form based on meeting and distribute final version to meeting attendees (6 MH).
1.2.A - Define Study Area and Logical Termini (E)	X				Prepare exhibit with aerial background that graphically depicts the study area (4 MH), prepare exhibits showing intersections at SR 82, Boston Road, and SR 303 that will require traffic counts and analysis (4 MH), coordination meeting with Strongsville and ODOT to discuss and get concurrence on Study Area (2 people x 2 MH/person = 4 MH).
1.2.B - Conduct Field Review (walk through) (E & TS)	X				Conduct field review along Boston Road, Howe Road, North Carpenter Road, and Benbow Road within the Study Area (2 people x 6 MH/person = 10 MH) plus office time to document results of field review (4 MH).
1.2.C.A - Identify Design Issues (E)	X				Evaluate potential design and construction impacts such as sub-standard geometrics, pavement issues, structure issues, etc. at Boston Road Interchange. (40 MH)
1.2.C.C - Identify Environmental Issues (TS)	X				See TransSystems scope and fee for narrative.
1.2.C.D - Identify Utility Issues including RAW Impacts (E Utilities, TS RAW)	X				Contact OUPS to request existing utility plans and identify utility stakeholders, review existing roadway/utility improvement plans and document major utilities potentially impacted by project improvements. It is already known that two Buckeye gas transmission lines exist along the south side of Boston Road and that there is a sanitary pump station located at the southeast quadrant of the Boston Road/North Carpenter Road intersection. It is believed that a fiber optic communication cable runs along the west 1/4 right of way of I-77. This information will be confirmed and documented in a summary spreadsheet which will provide the utility name, a description of the utility size, and approximate utility location. This task will include research of County Records to determine if the utility is within the existing road right of way or is within a private utility easement (48 MH).
1.2.C.F - Transportation and Land Use Plans (TS)	X				See TransSystems scope and fee for narrative.
1.2.C.G - Identify Safety Priorities (TS)	X				See TransSystems scope and fee for narrative.
1.2.D - Project Initiation Package Preparation and Submittal (E & TS)	X				Complete Project Initiation Package (PIP) Form based on authorized Tasks 1.2.A through 1.2.E. Use ODOT PIP template. (48 MH)
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)	X				Prepare Base Map: Obtain County aeriels (Cuyahoga and Medina), import County Tax Map GIS shape files of existing right of way and property lines, and schematically plot major utilities. Base map will be suitable for alternatives analysis and creation of draft

					exhibits (40 MH). Anticipated Base Map Limits: 1,500' north of Boston Road to 1,500' south of Boston Road. Survey grade base mapping to be obtained in a future step for final plan development.
			X		Prepare planning level probable costs of construction for feasible alternatives based on options from Task 2.1.A.G (i.e. up to 3 Boston Road partial interchange alternatives and up to 3 Boston Road full interchange alternatives) & alternatives x 16 MH/estimate = 96 MH.
			X		See TranSystems scope and fee for narrative.
			X		Obtain "typical" weekday turning movement counts from 7 am to 6 pm at SR 82 (4 intersections), Boston Road area (8 intersections), and SR 303 (5 intersections), 17 intersections total. See Exhibit B attached to this proposal for specific intersection locations. Assume 2 counters per intersection. 17 intersections x 12 MH/counter x 2 counters = 408 MH + 8 MH Field Supervision = 416 MH Total.
			X		Virtual meeting attendance at early coordination meeting. Two people @ 3 MH/Meeting including prep = 6 MH
			X		Tabulate raw turning movement counts at 17 intersections identified in Task 1.3.C.A. (17 intersections x 1 MH/intersection = 17 MH). Calculate Planning Level Traffic for No Build Conditions at 17 intersections for 2027 and 2047 traffic (17 intersections x 3 MH/intersection = 51 MH (2 MH/intersection for 2027 + 1 MH/intersection for 2047)). ODOT to provide I-71 Traffic Counts at 2 ATR locations. Euthentics to process count data for I-71 Planning Level Mainline Traffic (6 MH) 74 MH Total for task
			X		This task includes any refinements/adjustments that are needed at 17 intersections to Planning Level Traffic to obtain concurrence and approval from ODOT M&F and NOACA. Estimate 48 MH.
			X		Perform Highway Capacity Software (HCS) analysis at the SR 82 (4 intersections) and SR 303 (5 intersections) interchange intersections identified in Task 1.3.C.A. HCS analysis will be performed for the AM and PM peak hours for 2027 and 2047 traffic volumes. (TranSystems to perform HCS analysis at the Boston Road area for No Build Condition). 9 intersections x 7 MH/(avg)/intersection = 63 MH. At SR 82 interchange: (A) analyze merge/diverge at 6 Ramps x 4 MH/Ramp = 24 MH; (B) analyze 6 existing segments x 3 MH/segment = 18 MH. At Proposed Boston interchange: (A) analyze 2 existing segments x 3 MH/segment = 6 MH. At SR 303 interchange: (A) analyze merge/diverge at 5 Ramps x 4 MH/Ramp = 20 MH; (B) analyze 5 existing segments x 3 MH/segment = 15 MH. Total for Task = 146 MH.
					This task is intentionally postponed to the development of the IJS.
			X		See TranSystems scope and fee for narrative.
			X		Estimate 3 virtual project meetings @ 2 MH/Meeting (including prep) x 2 people = 12 MH. Attend NOACA meetings in-person as directed by the City of Strongsville. up to 2 meetings @ 4 MH/meeting = 8 MH.
			X		Project administration, coordination, and oversight of staff and subconsultant. Use 12 MH/month (between Low and Medium) x 6 months = 72 MH.
					Initial project setup = 16 MH.
			X		See TranSystems scope and fee for narrative.
			X		See TranSystems scope and fee for narrative.
			X		See narrative for Task 1.3.F for analysis locations. 9 intersections x 3 MH/intersection = 27 MH. 24 merge/diverge and segment locations x 1 MH/merge/diverge and segment location = 24 MH. Total for Task = 51 MH.
			X		This Task is limited to obtaining GPS locations of critical items such as major utilities, bridge clearance, etc., (i.e. items that could significantly impact project cost or schedule). Estimate 2 days of field time with office support.

					<p>2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up to 3 partial interchange layouts and 3 full interchange alternatives) (E does layouts/exhibits, TS provides input and peer review)</p>
			X		<p>Prepare preliminary plan view only exhibit for up to 6 interchange alternatives at Boston Road (3 partial interchange, 3 full interchange). 6 Exhibits x 16 MH/Exhibit = 96 MH.</p>
			X		<p>2.1.A.J - Mapping (E)</p>
					<p>Update/expand existing conditions base map as needed for areas and existing features and details not initially anticipated in Task 1.2.E (12 MH). This task includes the preliminary layout of proposed alignments, corridors, bridges, etc. in the CAD base map for up to 6 interchange alternatives at Boston Road (6 alternatives x 16 MH/alternative = 96 MH). Improvements at the SR 82 and SR 303 interchanges are not in the scope.</p>
			X		<p>2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage TS to provide peer review)</p>
					<p>Boston Road interchange Feasibility Study: Develop narrative, tables, graphs, etc. and report content associated with the technical tasks performed for the feasibility study. Estimate 80 MH for initial report and 24 MH to address review comments and make</p>

Exhibit A

Subconsultant Proposal

PROPOSAL LABOR SUMMARY											Version: Sept 2021
C-R-S	CUY/MED Traffic Study										
Consultant:	TranSystems Corporation of Ohio (TS)										
Agreement No.											
Modification No.											
PID No.	116069										
Proposal Date	8/24/2022										
Task Description	No. of Units	Project Manager	Senior Engineer	Project Engineer	Junior Engineer	Senior Env. Scientist	Junior Env. Scientist	Senior Planner	Admin / Clerical	Hours	Cost
AUTHORIZED TASKS:											
1 - Planning Phase											
1.1 - Project Start-up											
1.1.A - Planning and Programming (E)										0	\$0
1.1.B - STIP/TIP (E)										0	\$0
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)	5									5	\$500
TOTAL 1.1 - Project Start-up	5									5	\$500
1.2 - Project Initiation Package											
1.2.A - Define Study Area and Logical Termini (E)										0	\$0
1.2.B - Conduct Field Review (walk through) (E & TS)			10							10	\$750
1.2.C - Identify Discipline Specific Issues for Project Initiation Package											
1.2.C.A - Identify Design Issues (E)											
1.2.C.B - Identify Geotechnical Issues											
1.2.C.C - Identify Environmental Issues (TS)											
1.2.C.D - Identify Utility Issues including RWI Impacts (E utilities, TS r/w)											
1.2.C.E - ITS (Traffic Surveillance) Project Determination											
1.2.C.F - Transportation and Land Use Plans (T)											
1.2.C.G - Identify Safety Priorities	1			4				6		11	\$584
1.2.D - Project Initiation Package Preparation and Submittal (E & T)	2			12				16		30	\$1,564
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)	4			2				4		16	\$1,150
1.2.F - Concept, Scope and Budget Estimates (E - construction, T r/w)	2			12				18		18	\$1,160
TOTAL 1.2 - Project Initiation Package	15		30	54		6	16	26		147	\$8,954
1.3 - Existing Data, Research and Analysis											
1.3.A - Not Used											
1.3.B - Crash Analysis (T)											
1.3.C - Traffic Counts											
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)											
1.3.C.B - Machine Counts on Roadways and Ramps - No Build											
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E & TS)	3			4				7		7	\$520
1.3.D - Planning Level Traffic - No Build Condition (E)										0	\$0
1.3.E - Certified Traffic - No Build Condition (E)										0	\$0
1.3.F - Capacity Analysis - No Build Condition (E @ 82 AND 303, TS @ Boston)	2			40				48		48	\$2,850
1.3.G - Safety Analysis - No Build Condition											
1.3.H - Develop Purpose & Need (TS)	2							4		20	\$1,288
TOTAL 1.3 - Existing Data, Research and Analysis	19		6	182		4	20	24		205	\$11,754
1.4 - Stakeholder Involvement and Public Involvement Plan											
1.4.A - Public Involvement Plan											
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan											

Version:
Sept 2021

PROPOSAL LABOR SUMMARY

C-R-S	CUY/IMED Traffic Study											Total	Cost
Consentant:	TrianSystems Corporation of Ohio (TS)	No. of Units	Project Manager	Senior Engineer	Project Engineer	Junior Engineer	Senior Env. Scientist	Junior Env. Scientist	Senior Planner	Admin / Clerical	Hours	Cost	
Agreement No.			\$100.00	\$75.00	\$55.00	\$40.00	\$82.00	\$38.00	\$44.00	\$28.00			
Modification No.													
PID No.	116069												
Proposal Date	8/24/2022												
Task Description													
1.5 - Project Management for Planning Phase													
1.5.A - Meetings		6	3								9	\$765	
1.5.B - General Oversight		24								6	30	\$2,568	
1.5.C - Project Set Up		4								4	8	\$512	
1.5.D - Not Used													
1.5.E - DBE/EDGE Participation Plan (scope only not a pay item)													
1.5.F - DBE/EDGE Development Plan													
TOTAL 1.5 - Project Management for Planning Phase													
		34	0	3	0	0	0	0	0	10	47	\$3,845	
1.6 - Limited Review													
1.6.A - QA/QC for Limited Review													
TOTAL 1.6 - Limited Review													
		73	36	189	0	10	36	50	10	404	\$25,063		
2 - Preliminary Engineering Phase													
2.1 - Develop Preliminary Alternatives													
2.1.A - Prepare and Complete Feasibility Study Report													
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)		4	80	16				8			108	\$5,792	
2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS)		4	80	12							96	\$5,280	
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 & 303, TS @ Boston)		5	20	96							122	\$7,380	
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)											0	\$0	
2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E)													
2.1.A.F - Typical Section													
2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up 3 partial interchange layouts and 3 full interchange alternatives) (E does layouts/exhibits, TS provides input and peer review)		8	16	4							28	\$2,220	
2.1.A.H - Cross-Sections											0	\$0	
2.1.A.J - Mapping (E)													
2.1.A.J - Stakeholder Public Involvement													
2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage T to provide peer review)		8	4	16				16			44	\$2,684	
TOTAL 2.1 - Develop Preliminary Alternatives													
		30	40	276	28	0	0	24	0	398	\$23,356		
TOTAL TASKS 1 AND 2													
		103	76	465	28	10	36	74	10	802	\$48,419		
2.2 - Perform Environmental Field Studies													

C-R-S		PROPOSAL COST SUMMARY										Version: Sept.2021
Consultant:	CUY/MED Traffic Study											
Agreement No.	0	State Average Overhead Rate	157.25%									
Modification No.	0	Consultant Overhead Rate:	149.02%									
PID No.	116089	Cost of Money:	0.04%									
Proposal Date	8/24/2022	Net Fee Percentage:	11%									
Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost		
AUTHORIZED TASKS:												
1 - Planning Phase												
1.1 - Project Start-up												
1.1.A - Planning and Programming (E)	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.1.B - STIP/TIP (E)	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)	0	\$100.00	5	\$500	\$745	\$0	\$60	\$0	\$141	\$1,447		
TOTAL 1.1 - Project Start-up		\$100.00	5	\$500	\$745	\$0	\$60	\$0	\$141	\$1,447		
1.2 - Project Initiation Package												
1.2.A - Define Study Area and Logical Termini (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.2.B - Conduct Field Review (walk through) (E & TS)		\$75.00	10	\$750	\$1,118	\$0	\$120	\$0	\$212	\$2,200		
1.2.C - Identify Discipline Specific Issues for Project Initiation Package		#DIV/0!										
1.2.C.A - Identify Design Issues (E)		#DIV/0!										
1.2.C.B - Identify Geotechnical Issues		\$46.80	20	\$936	\$1,395	\$0	\$0	\$0	\$265	\$2,596		
1.2.C.C - Identify Environmental Issues (TS)		\$67.14	42	\$2,820	\$4,202	\$1	\$0	\$0	\$798	\$7,821		
1.2.C.D - Identify Utility Issues including RWI Impacts (E, utilities, TS)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.2.C.E - ITS (Traffic Surveillance) Project Determination		\$53.09	11	\$584	\$870	\$0	\$0	\$0	\$165	\$1,620		
1.2.C.F - Transportation and Land Use Plans (T)		\$52.13	30	\$1,564	\$2,331	\$1	\$0	\$0	\$443	\$4,338		
1.2.C.G - Identify Safety Priorities		\$71.88	16	\$1,150	\$1,714	\$0	\$0	\$0	\$325	\$3,190		
1.2.D - Project Initiation Package Preparation and Submittal (E & T)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)		\$64.44	18	\$1,160	\$1,729	\$0	\$0	\$0	\$328	\$3,217		
1.2.F - Concept, Scope and Budget Estimates (E - construction, T r/w)		\$60.98	147	\$8,964	\$13,358	\$4	\$120	\$0	\$2,537	\$24,982		
TOTAL 1.2 - Project Initiation Package												
1.3 - Existing Data, Research and Analysis												
1.3.A - Not Used		\$57.23	124	\$7,086	\$10,574	\$3	\$0	\$0	\$2,008	\$19,681		
1.3.B - Crash Analysis (T)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.C - Traffic Counts		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.C.B - Machine Counts on Roadways and Ramps - No Build		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E & T)		\$74.29	7	\$520	\$775	\$0	\$0	\$0	\$147	\$1,442		
1.3.D - Planning Level Traffic - No Build Condition (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.E - Certified Traffic - No Build Condition (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.F - Capacity Analysis - No Build Condition (E @ 82 AND 303, TS @)		\$59.98	48	\$2,850	\$4,247	\$1	\$0	\$0	\$806	\$7,905		
1.3.G - Safety Analysis - No Build Condition		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
1.3.H - Develop Purpose & Need (TS)		\$49.54	26	\$1,288	\$1,919	\$1	\$0	\$0	\$364	\$3,572		
TOTAL 1.3 - Existing Data, Research and Analysis		\$57.94	205	\$11,754	\$17,516	\$5	\$0	\$0	\$3,326	\$32,601		
1.4 - Stakeholder Involvement and Public Involvement Plan												
1.4.A - Public Involvement Plan		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan												

PROPOSAL COST SUMMARY												Version: Sept.2021	
C-R-S	CUY/MED Traffic Study												
Consultant:	TranSystems Corporation of Ohio (TS)												
Agreement No.	0												
Modification No.	0												
PID No.	116089												
Proposal Date	8/24/2022												
Task Description	No. of Units	Average Hourly Rate	Hours	Labor Costs	Overhead Costs	Money	Cost of	Direct	Subcon	Net	Fee	Total	Cost
1.5 - Project Management for Planning Phase													
1.5.A - Meetings		\$85.00	9	\$765	\$1,140	\$0	\$0	\$0	\$0	\$0	\$216	\$2,122	\$2,122
1.5.B - General Oversight		\$85.00	30	\$2,550	\$3,827	\$1	\$0	\$0	\$0	\$0	\$727	\$7,123	\$7,123
1.5.C - Project Set Up		\$64.00	8	\$512	\$763	\$0	\$0	\$0	\$0	\$0	\$145	\$1,420	\$1,420
1.5.D - Not Used													
1.5.E - DBE/EDGE Participation Plan (scope only not a pay item)													
1.5.F - DBE/EDGE Development Plan													
TOTAL 1.5 - Project Management for Planning Phase		\$81.81	47	\$3,845	\$5,730	\$2	\$0	\$0	\$0	\$0	\$1,088	\$10,664	\$10,664
1.6 - Limited Review													
1.6.A - QA/QC for Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1.6 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 1 - Planning Phase		\$62.04	404	\$25,063	\$37,349	\$10	\$180	\$0	\$0	\$7,092	\$69,694	\$69,694	\$69,694
2 - Preliminary Engineering Phase													
2.1 - Develop Preliminary Alternatives													
2.1.A - Prepare and Complete Feasibility Study Report													
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)		\$53.63	108	\$5,792	\$8,631	\$2	\$0	\$0	\$0	\$0	\$1,639	\$16,065	\$16,065
2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS)		\$55.00	96	\$5,280	\$7,868	\$2	\$0	\$0	\$0	\$0	\$1,484	\$14,644	\$14,644
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 & 303, TS @ Boston)		\$60.49	122	\$7,380	\$10,998	\$3	\$0	\$0	\$0	\$0	\$2,088	\$20,469	\$20,469
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.F - Typical Section		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up 3 partial interchange layouts and 3 full interchange alternatives) (E does layouts/exhibits, TS provides input and peer review)		\$79.29	28	\$2,220	\$3,308	\$1	\$0	\$0	\$0	\$0	\$628	\$6,157	\$6,157
2.1.A.H - Cross-Sections		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.I - Mapping (E)		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.J - Stakeholder Public Involvement		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage 1 to provide peer review)		\$61.00	44	\$2,684	\$4,000	\$1	\$0	\$0	\$0	\$0	\$760	\$7,444	\$7,444
TOTAL 2.1 - Develop Preliminary Alternatives		\$58.68	398	\$23,356	\$34,805	\$9	\$0	\$0	\$0	\$0	\$6,609	\$64,780	\$64,780
2.2 - Perform Environmental Field Studies													
TOTAL TASKS 1 AND 2		\$60.37	802	\$48,419	\$72,154	\$19	\$180	\$0	\$0	\$13,701	\$134,474	\$134,474	\$134,474

C-R-S		DIRECT COSTS							Version: Sept 2021	
CUY/IMED Traffic Study		Direct Cost 2	Direct Cost 3	Direct Cost 4	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
Consultant:	TranSystems Corporation of Ohio (TS)									
Agreement No.	0									
Modification No.	0									
PID No.	116069									
Proposal Date	8/24/2022									
Task Description	Unit Cost: lump	Mileage								
AUTHORIZED TASKS:										
1 - Planning Phase										
1.1 - Project Start-up		Units	Units	Units	Units	Units	Units	Units	Units	\$
1.1.A - Planning and Programming (E)										\$0.00
1.1.B - STIP/TIP (E)										\$0.00
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)		\$60.00								\$60.00
TOTAL 1.1 - Project Start-up										\$60.00
1.2 - Project Initiation Package		Units	Units	Units	Units	Units	Units	Units	Units	\$
1.2.A - Define Study Area and Logical Termini (E)										\$0.00
1.2.B - Conduct Field Review (walk through) (E & TS)		\$120.00								\$120.00
1.2.C - Identify Discipline Specific Issues for Project Initiation Package										\$0.00
1.2.C.A - Identify Design Issues (E)										\$0.00
1.2.C.B - Identify Geotechnical Issues										\$0.00
1.2.C.C - Identify Environmental Issues (TS)										\$0.00
1.2.C.D - Identify Utility Issues including R/W Impacts (E utilities, TS)										\$0.00
1.2.C.E - ITS (Traffic Surveillance) Project Determination										\$0.00
1.2.C.F - Transportation and Land Use Plans (T)										\$0.00
1.2.C.G - Identify Safety Priorities										\$0.00
1.2.D - Project Initiation Package Preparation and Submittal (E & T)										\$0.00
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)										\$0.00
1.2.F - Concept, Scope and Budget Estimates (E - construction, T /W)										\$0.00
TOTAL 1.2 - Project Initiation Package		\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00
1.3 - Existing Data, Research and Analysis		Units	Units	Units	Units	Units	Units	Units	Units	\$
1.3.A - Not Used										\$0.00
1.3.B - Crash Analysis (T)										\$0.00
1.3.C - Traffic Counts										\$0.00
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)										\$0.00
1.3.C.B - Machine Counts on Roadways and Ramps - No Build										\$0.00
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E & T)										\$0.00
1.3.D - Planning Level Traffic - No Build Condition (E)										\$0.00
1.3.E - Certified Traffic - No Build Condition (E)										\$0.00
1.3.F - Capacity Analysis - No Build Condition (E @ 82 AND 303, TS @ 82 AND 303)										\$0.00
1.3.G - Safety Analysis - No Build Condition										\$0.00
1.3.H - Develop Purpose & Need (TS)										\$0.00
TOTAL 1.3 - Existing Data, Research and Analysis		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4 - Stakeholder Involvement and Public Involvement Plan		Units	Units	Units	Units	Units	Units	Units	Units	\$
1.4.A - Public Involvement Plan										\$0.00
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

DIRECT COSTS

C-R-S		CUY/MED Traffic Study							DIRECT COSTS										
Consultant: TrainSystems Corporation of Ohio (TS) Agreement No. 0 Modification No. 0 PID No. 116069 Proposal Date 8/24/2022									Direct Cost 1	Direct Cost 2	Direct Cost 3	Direct Cost 4	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total	
Task Description 1.5 - Project Management for Planning Phase 1.5.A - Meetings 1.5.B - General Oversight 1.5.C - Project Set Up 1.5.D - Not Used 1.5.E - DBE/EDGE Participation Plan (scope only not a pay item) 1.5.F - DBE/EDGE Development Plan TOTAL 1.5 - Project Management for Planning Phase 1.6 - Limited Review 1.6.A - QA/QC for Limited Review TOTAL 1.6 - Limited Review TOTAL 1-1 Planning Phase		Unit Cost: lump							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2 - Preliminary Engineering Phase 2.1 - Develop Preliminary Alternatives 2.1.A - Prepare and Complete Feasibility Study Report 2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS) 2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS) 2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 & 303, TS @ Boston) 2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s) 2.1.A.E - Field Survey and Aerial Mapping - Planning Level (E) 2.1.A.F - Typical Section 2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up to 3 partial interchange layouts and 3 full interchange alternatives (E does layouts/exhibits, TS provides input and peer review) 2.1.A.H - Cross-Sections 2.1.A.I - Mapping (E) 2.1.A.J - Stakeholder Public Involvement 2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role. E will take lead on document assemblage T to provide peer review) TOTAL 2.1 - Develop Preliminary Alternatives									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2.2 - Perform Environmental Field Studies TOTAL TASKS 1 AND 2									\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00

SUMMARY OF STEPS

SUMMARY OF STEPS

C-R-S **CUY/MED Traffic Study**
Consultant: TranSystems Corporation of Ohio (TS)
Agreement No. 0
Modification No. 0
PID No. 116069
Proposal Date 8/24/2022

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$62.04	404	\$25,063	\$37,349	\$10	\$180	\$0	\$7,092	\$69,694
Preliminary Engineering Phase								
\$58.68	398	\$23,356	\$34,805	\$9	\$0	\$0	\$6,609	\$64,780
Environmental Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$60.37	802	\$48,419	\$72,154	\$19	\$180	\$0	\$13,701	\$134,474
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
Environmental Engineering Phase								
Final Engineering Phase								
Construction Engineering Phase								
TOTAL IF-AUTHORIZED TASKS								
GRAND TOTAL								

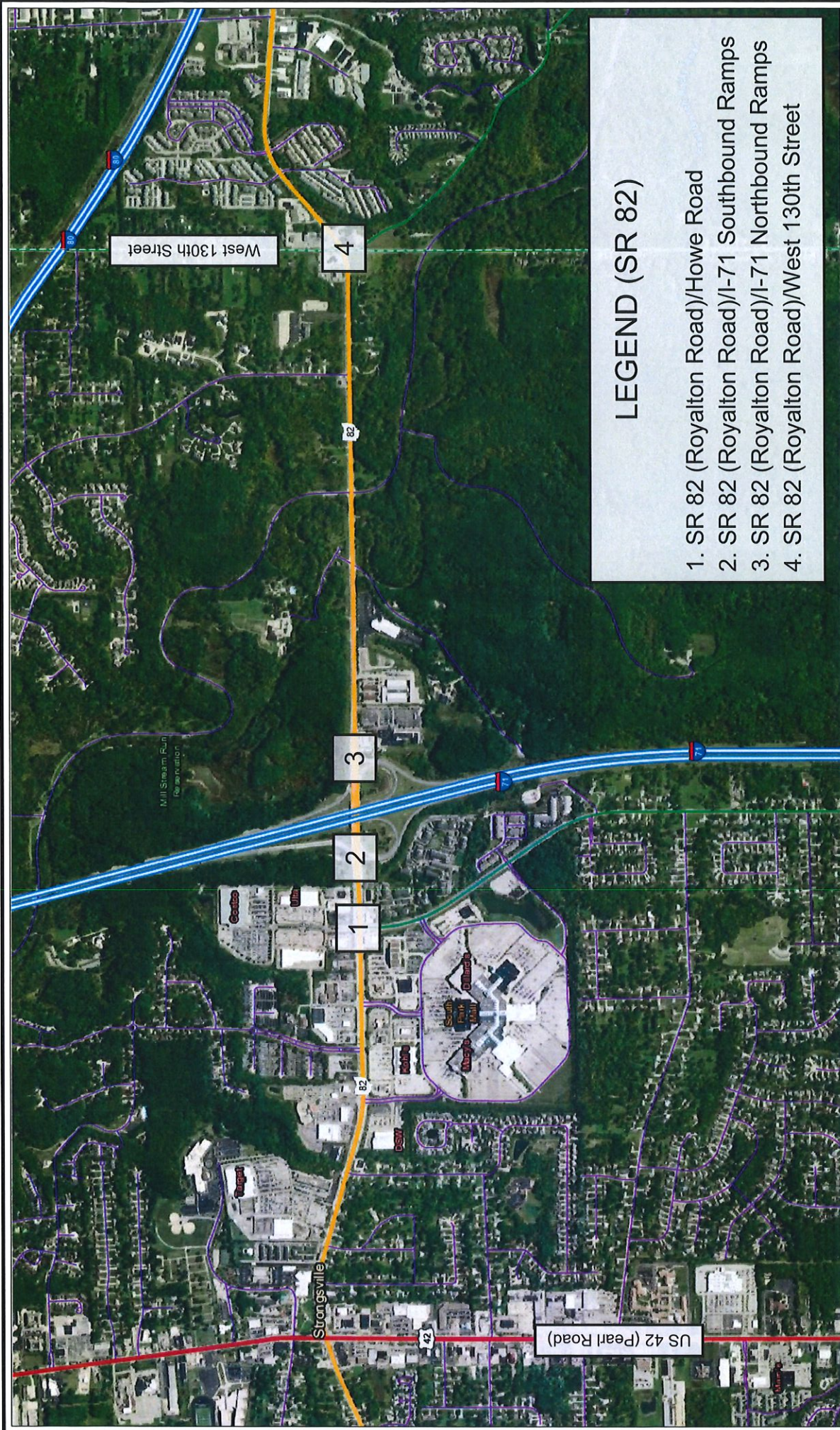
C-R-S		CUY/IMED Traffic Study		Consultant	ODOT	LPA	If Authorized	Narrative
Consultant:	TransSystems Corporation of Ohio (TS)							
Agreement No.	0							
Modification No.	0							
PID No.	116069							
Proposal Date	8/24/2022							
Task Description				X	X	X	X	Add Narratives as needed here
Copy task in scope from the Labor Rates_Cost Proposal Tab								
1.1 - Project Start-up								
1.1.A - Planning and Programming (E)								
1.1.B - STIP/TIP (E)								
1.1.C - Internal Meeting with Project Sponsor and ODOT staff (E & TS)								Attendance at 1 in person meeting with the City of Strongsville and 1 virtual meeting with NOACA. 1 attendee from TransSystems assumed.
TOTAL 1.1 - Project Start-up								
1.2 - Project Initiation Package								
1.2.A - Define Study Area and Logical Termini (E)								
1.2.B - Conduct Field Review (walk through) (E & TS)								
1.2.C - Identify Discipline Specific Issues for Project Initiation Package								1 TransSystems attendee assumed to attend site field review with project team.
1.2.C.A - Identify Design Issues (E)								
1.2.C.B - Identify Geotechnical Issues								
1.2.C.C - Identify Environmental Issues (TS)								Desktop research will be performed to identify environmental red flags. TransSystems will identify R/W impacts/considerations associated with potential interchange options at Boston Road. This information will be used to inform the preparation of R/W related cost estimates under task 1.2.F for the interchange options under consideration. TransSystems will also coordinate with ODOT District 12 on Limited Access R/W limits and will perform research into private utility easements along Boston Road.
1.2.C.D - Identify Utility Issues including R/W Impacts (E utilities, TS r/w)								
1.2.C.E - ITS (Traffic Surveillance) Project Determination								
1.2.C.F - Transportation and Land Use Plans (TS)								Review and summary of existing/previous traffic studies in the project area (provided by others) for inclusions in the feasibility study.
1.2.C.G - Identify Safety Priorities								Will review most recent HSPJ rankings within communities identified in HB 110, and specifically identifying those locations within those communities that see high numbers of crashes due to daily recurring congestion that is attributable to poor connectivity of I-71 with the local street network. A screening of HSPJ rankings by community (in tabular format) coupled with a GIS-based map showing HSPJ rankings in the study area, or similar, will be prepared to offer a concise summary to address this element of the PIP. Attempts will be made to obtain GIS-based maps directly out of available data sources rather than generating new maps from scratch. TransSystems will provide discipline support in the preparation of the PIP for the areas of technical involvement assigned to TransSystems in this contract part.
1.2.D - Project Initiation Package Preparation and Submittal (E & TS)								
1.2.E - Aerial/Base Mapping Coordination with ODOT (E)								
1.2.F - Concept, Scope and Budget Estimates (E - construction, TS r/w)								Preparation of estimated R/W costs for feasible alternatives based on options from task 2.1.A.G.
TOTAL 1.2 - Project Initiation Package								
1.3 - Existing Data, Research and Analysis								
1.3.A - Not Used								

1.3.B - Crash Analysis (TS)					A crash analysis of the past three or four years of crash data will be performed using ODOT's GCAT database. Years 2019-2021 are assumed and depending on the availability and timing of 2022 crashes, this additional year of data will be included. As 2020 was impacted by COVID, TransSystems will perform a comparison of 2020 crash frequency with 2019 and 2021 data, and acknowledge any noticeable variations, if observed in the dataset. The analysis will include the interchange areas around SR 303 and SR 82 to identify crash patterns attributable to congestion at the existing interchanges as well as parallel N-S routes impacted by the lack of connectivity to I-71 between SR 303 and SR 82 including Pearl Road, Howe Road, Carpenter Road, I-71 and West 130th Street. A written summary will be prepared for inclusion in the feasibility study report. No ECAT analysis is to be performed. Collision diagrams will not be created.
1.3.C - Traffic Counts					
1.3.C.A - Turning Movement Counts at Intersections - No Build (E)					
1.3.C.B - Machine Counts on Roadways and Ramps - No Build					
1.3.C.C - Preliminary Coordination Meeting for Traffic Modeling (E & TS)					Virtual meeting attendance at early coordination meeting. Up to two attendees from TransSystems will participate. Also includes time for review and comment on early coordination documentation.
1.3.D - Planning Level Traffic - No Build Condition (E)					
1.3.E - Certified Traffic - No Build Condition (E)					
1.3.F - Capacity Analysis - No Build Condition (E @ 82 AND 303, TS @ Boston)					TransSystems will perform the No Build AM/PM peak hour capacity analyses of the local street intersections around or along Boston Road. Highway Capacity Software will be utilized. Opening and design year analyses will be conducted at the following locations: 1. US 42 (Pearl Road)/Boston Road 2. Howe Road/Boston Road 3. North Carpenter Road/Boston Road 4. Benbow Road/Boston Road 5. West 130th Street/Boston Road 6. Drake Road/Howe Road 7. Drake Road/Hunt Road 8. North Carpenter Road/Grafton Road
1.3.G - Safety Analysis - No Build Condition					
1.3.H - Develop Purpose & Need (TS)					Assume medium complexity. TransSystems will prepare the project purpose and need document to be submitted for review and comment by ODOT.
TOTAL 1.3 - Existing Data, Research and Analysis					
1.4 - Stakeholder Involvement and Public Involvement Plan					
1.4.A - Public Involvement Plan					
TOTAL 1.4 - Stakeholder Involvement and					
1.5 - Project Management for Planning Phase					
1.5.A - Meetings					Attendance at up to 3 virtual meetings with project team and/or City. Up to 3 attendees from TransSystems assumed for all virtual meetings.
1.5.B - General Oversight					Project administration, coordination and oversight including monthly invoicing.
1.5.C - Project Set Up					Time associated with initial project setup between TransSystems Project Manager and administrative support staff.
1.5.D - Not Used					
1.5.E - DBE/EDGE Participation Plan (scope only not a pay item)					
1.5.F - DBE/EDGE Development Plan					
TOTAL 1.5 - Project Management for Planning Phase					
1.6 - Limited Review					
1.6.A - QA/QC for Limited Review					
TOTAL 1.6 - Limited Review					
TOTAL 1 - Planning Phase					
2 - Preliminary Engineering Phase					
2.1 - Develop Preliminary Alternatives					
2.1.A - Prepare and Complete Feasibility Study Report					

<p>2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives (TS)</p> <p>2.1.A.B - Certified Traffic Feasible (Build) Alternative(s) (TS)</p> <p>2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) (E @ 82 & 303, TS @ Boston)</p> <p>2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)</p> <p>2.1.A.E - Field Survey and Aerial Mapping - Planning Level E</p> <p>2.1.A.F - Typical Section</p> <p>2.1.A.G - Preliminary Alignment and Profile - Plan View Only Exhibits up 3 partial interchange layouts and 3 full interchange alternatives) (E does layouts/exhibits, T provides input and peer review)</p> <p>2.1.A.H - Cross-Sections</p> <p>2.1.A.I - Mapping (E)</p> <p>2.1.A.J - Stakeholder Public Involvement</p> <p>2.1.A.K - Prepare Feasibility Study (E & TS each responsible for their technical respective role, E will take lead on document assemblage TS to provide peer review)</p>	<p>Planning level traffic forecasts for the build condition will be generated by modifying the No Build planning level traffic data using data sources such as Streetlight data to determine origins and destinations of trips utilizing the existing SR 82 and SR 303 interchanges. This O-D data will inform trip reassignments from the existing interchanges to a new interchange at Boston Road. Up to 3 primary options may be developed through manual traffic reassignments to account for different interchange configurations (partial or full). This planning level traffic will be used to prepare the capacity analyses performed for inclusion in the feasibility study.</p> <p>Based on the outcome of the early coordination meeting with Central Office Modeling and Forecasting, TranSystems will prepare certified traffic for the preferred Build Alternative for review and approval by ODOT. This data will then be used in a future contract part to perform the necessary HCS and/or TransModeler analysis required by ODOT's Office of Roadway Engineering in the preparation of an Interchange Justification Study.</p> <p>TranSystems will perform the Highway Capacity Software analyses for the area around the Boston Road interchange, including local street intersections, ramps and mainline freeway segments. Approximately 20 locations will be analyzed for the AM and PM peak periods to include the locations identified in the No Build condition as well as new ramp intersections and the merge/diverge and I-71 mainline segments on either side of the potential future Boston Road interchange location. Opening and Design Year analyses will be performed.</p>	<p>TranSystems will provide input in the development of potential feasible alternatives to be conceptually drawn by Euthenics and will also provide peer review of the plan view deliverables.</p>	<p>TranSystems will prepare the tables, graphics, appendices and report content associated with the technical tasks performed for inclusion in the feasibility study, which will be led by Euthenics. Includes time to address minor comments and revisions. Note that the safety analyses associated with Tasks 1.3.G and 2.1.A.D are intentionally being postponed to be performed with the US rather than the Feasibility Study.</p>
<p>TOTAL 2.1 - Develop Preliminary Alternatives</p>			

Exhibit B

Turning Movement Count Locations

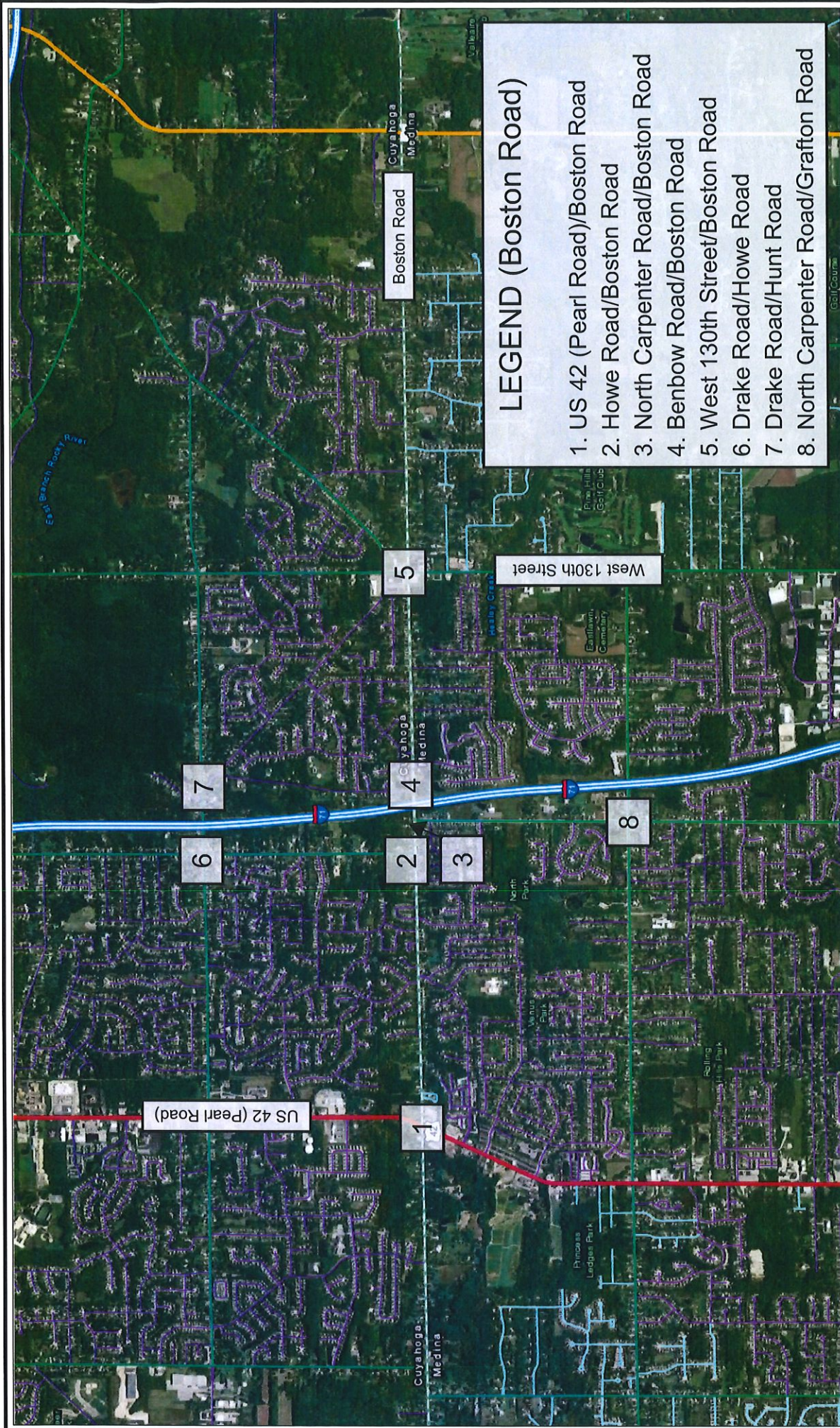


LEGEND (SR 82)

1. SR 82 (Royalton Road)/Howe Road
2. SR 82 (Royalton Road)/I-71 Southbound Ramps
3. SR 82 (Royalton Road)/I-71 Northbound Ramps
4. SR 82 (Royalton Road)/West 130th Street

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Date: 7/7/2022



- ### LEGEND (Boston Road)
1. US 42 (Pearl Road)/Boston Road
 2. Howe Road/Boston Road
 3. North Carpenter Road/Boston Road
 4. Benbow Road/Boston Road
 5. West 130th Street/Boston Road
 6. Drake Road/Howe Road
 7. Drake Road/Hunt Road
 8. North Carpenter Road/Grafton Road

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LEGEND (SR 303)

1. SR 303 (Center Road)/North Carpenter Road
2. SR 303 (Center Road)/South Carpenter Road
3. SR 303 (Center Road)/I-71 Southbound Ramps
4. SR 303 (Center Road)/I-71 Northbound Ramps
5. SR 303 (Center Road)/West 130th Street

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CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Engineering Design Services for
CUY/MED-Traffic Study
(PID No. 116069)

April 11, 2022

Submission Due

May 9, 2022

CITY OF STRONGSVILLE

LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING DESIGN SERVICES CUY/MED TRAFFIC STUDY (PID NO. 116069)

The City of Strongsville will receive sealed qualifications and letters of interest for Engineering Design services from qualified firms, in connection with the City's proposed I-71 at Boston Road Interchange Project, CUY/MED Traffic Study. In Cuyahoga and Medina Counties.

Scope of Services

The scope includes those services necessary to perform all necessary steps and tasks associated with ODOT's Project Development Process, from Planning, Preliminary Engineering, Environmental Engineering through Final Engineering. The City of Strongsville anticipates the project will be set up with a scope and fee in two parts.

Part 1- (PID: 116069) CUY/MED-71 Traffic Studies is to consist of the Planning Phase of the project, including but not limited to:

- Develop the project Purpose & Need Statement
- Develop a Feasibility Study (FS). Identify which of the required FS items were addressed in previous studies. Evaluate multiple alternatives being considered to address the Purpose & Need: No Build, Full Interchange Alternatives, Partial Interchange Alternatives.
- Provide Certified Design Traffic forecasts.
- Perform Environmental Field Studies and determine environmental impacts. Include Section 106 Scope Request, Regulated Materials Review Screening (RMR), and Level 1 Ecological Survey.
- Develop a Public Involvement Plan.
- Prepare for and manage Public Involvement and Coordination. Expect to include a Stakeholder Meeting and a Public Meeting at the minimum.
- Develop an Alternative Evaluation Report (AER) if a preferred alternative is not determined in the Feasibility Study.
- Develop an Interchange Justification Study (IJS) for the Preferred Alternative determined from the FS or AER.

Part 2- is to consist of the Preliminary Engineering (PE) Phase Design, Environmental Engineering and Detail Design of the preferred alternative and the approved Interchange Justification Study.

Fee proposals and a detailed Scope of Services will be submitted by the consultant for Part 2 after approval of the Interchange Justification Study (Part 1).

This improvement is being constructed as an LPA Federal Local Let Project by the City of Strongsville. Accordingly, all services should be performed in accordance with all applicable federal and state laws and regulations with oversight by ODOT.

It is anticipated that the selected consultant will be authorized to proceed by on or about June 2022. Minimum qualifications for the project will include:

1. Competence to perform the required management services as indicated by the technical training, education, and experience of the construction manager's personnel;

2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required management services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work, and meeting of deadlines; and
4. Financial responsibility as evidenced by the capability to provide a letter of credit, a surety bond, certified check, or cashier's check in an amount equal to the value of the construction management contract, or by other means acceptable to the public owner in accordance with Ohio Revised Code Section 9.33/9.333..

Two copies of letters of interest and qualifications for construction management services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., May 9, 2022. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Council of the City of Strongsville, Ohio

Aimee Pientka, CMC, Clerk of Council and
Thomas P. Perciak, Mayor

Advertisements in Plain Dealer:

April 15, 2022

April 22, 2022

April 29, 2022

04-11-22 Posting Date
CUY/MED Traffic Study
PID No. 116069
City of Strongsville
Response Due Date: 05-09-22
Communications Restrictions

Please note the following policy concerning communication between Consultants and the City of Strongsville during the announcement and selection process:

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

Communications which are strictly prohibited:

Any discussions or marketing activities related to this specific project.

Allowable communications include:

Technical or scope of services questions specific to the project or RFP requirements.

Project Description

The services for this project include the preparation of planning studies (Part 1) and construction contract plans (Part 2) for a new interchange on Interstate 71 at Boston Road in Cuyahoga and Medina Counties.

Previously completed studies are available for viewing at

<ftp://ftp.dot.state.oh.us/pub/Districts/D12/Production/PID116069>

Estimated Construction Cost: TBD

Prequalification Requirements

Prequalification requirements for this agreement are listed below. For all prequalification categories other than Cost Accounting - Unlimited the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified for right of way acquisition and construction inspection. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in Cost Accounting - Unlimited the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with

respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and

Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23 U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

DESIGN SERVICES:

- Complex Roadway Design;
- Interchange Justification/Modification Study;
- Complex Right of Way Plan Development;
- Subsurface Utility Location Services;
- Level 2 Bridge Design;
- Geotechnical Engineering Services;
- Geotechnical Testing Laboratory;
- Geotechnical Field Exploration Services;
- Geotechnical Drilling Inspection Services;
- Traffic Signal System Design;
- Complex Highway Lighting Design

ENVIRONMENTAL SERVICES:

- Environmental Document Preparation - CE;
- Ecological Surveys;
- Stream and Wetland Mitigation;
- Waterway Permits;
- Air Quality Analyses;
- Noise Analyses and Abatement Design;
- Archaeological Investigations;
- History/Architectural Investigations;
- Regulated Materials Review

COST ACCOUNTING SYSTEM

Unlimited (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

Selection Subfactors

Demonstrated project experience in Interchange Justification Studies, Public Involvement and Certified Traffic.

Contract Type and Payment Method

Refer to the ODOT's Manual for Administration of Contracts for Professional Services, Volume 1: Consultant Contract Administration, Sections 4.3.A and 4.3.B for guidance concerning the appropriate contract type and payment method. Based on this guidance, contract type and payment method will be determined during the scope of services and negotiation process.

Estimated Date of Authorization

It is anticipated that the selected Consultant will be authorized to proceed by August 2022

Completion Schedule

The Planning Studies for Part 1 and Plans for Part 2 are to be completed and on file with City of Strongsville as shown below:

Part 1 – (PID: 116069) CUY/MED-71 Traffic Studies – to be completed and on file within 18 months from the date of authorization.

Part 2 - TBD

Suspended or Debarred Firms

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

Terms and Conditions

The Department's Specifications for Consulting Services 2016 Edition will be included in all agreements selected under this request for letters of interest.

Compliance with Title VI of the Civil Rights Act of 1964

The City of Strongsville, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Selection Procedures

The LPA will directly select a consultant based on the Letter of Interest (LoI). The requirements for the LoI and the Programmatic Consultant Selection Rating Form that will be used to select the consultant are shown below.

Firms interested in being considered for selection should respond by submitting four (4) copies of the Letter of Interest to the following address **by 4:30 PM on the response due date** listed above.

Ken Mikula, PE
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Responses received after 4:30 PM on the response due date will not be considered.

Scope of Services

The Scope of Services document is included below.

Requirements for Letters of Interest, Programmatic Selection Process

A. Instructions for Preparing and Submitting a Letter of Interest

1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
3. Please adhere to the following requirements in preparing and binding letters of interest:
 - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - b. Page numbers must be centered at the bottom of each page.
 - c. Use 8½" x 11" paper only.
 - d. Bind letters of interest by stapling at the upper left-hand corner only. Do not utilize any other binding system.
 - e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.
4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards,

procedures and guidance documents; 5) Innovative ideas; 6) Project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 4 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

Consultant Selection Rating Form
for
Programmatic Selections

Project: CUY/MED-Traffic Study
PID:116069
Project Type: _____
District:12
Selection Committee Members: TBD

Firm Name:

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note 1, Exhibit 1	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note 2, Exhibit 1	
Firm's Current Workload/ Availability of Personnel	10	See Note 4, Exhibit 1	
Consultant's Past Performance	30	See Note 3, Exhibit 1	
Project Approach	25		
Total	100		

If Applicable: Adequate good faith efforts made to meet DBE goal Y/N

Exhibit 1 - Consultant Selection Rating Form Notes

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

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

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

As above, other agencies may be contacted.

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

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

4. The consultant's workload and availability of qualified personnel, equipment and facilities shall be ranked and scored on a relative, differential scoring type basis. The scoring shall consider quantifiable concerns regarding the ability of a firm (or firms) rated higher in other categories to complete the work with staff members named in the letter of interest.

Scope of Services

The scope includes those services necessary to perform all necessary steps and tasks associated with ODOT's Project Development Process, from Planning, Preliminary Engineering, Environmental Engineering through Final Engineering. The City of Strongsville anticipates the project will be set up with a scope and fee in two parts.

Part 1- (PID: 116069) CUY/MED-71 Traffic Studies is to consist of the Planning Phase of the project, including but not limited to:

- Develop the project Purpose & Need Statement
- Develop a Feasibility Study (FS). Identify which of the required FS items were addressed in previous studies. Evaluate multiple alternatives being considered to address the Purpose & Need: No Build, Full Interchange Alternatives, Partial Interchange Alternatives.
- Provide Certified Design Traffic forecasts.
- Perform Environmental Field Studies and determine environmental impacts. Include Section 106 Scope Request, Regulated Materials Review Screening (RMR), and Level 1 Ecological Survey.
- Develop a Public Involvement Plan.
- Prepare for and manage Public Involvement and Coordination. Expect to include a Stakeholder Meeting and a Public Meeting at the minimum.
- Develop an Alternative Evaluation Report (AER) if a preferred alternative is not determined in the Feasibility Study.
- Develop an Interchange Justification Study (IJS) for the Preferred Alternative determined from the FS or AER.

Part 2- is to consist of the Preliminary Engineering (PE) Phase Design, Environmental Engineering and Detail Design of the preferred alternative and the approved Interchange Justification Study.

Funding

The City of Strongsville anticipates a budget of \$750,000.00 for the preparation of Planning Studies-Part 1, utilizing a combination of Federal, State and Local funds.

Construction Plans-Part 2 funding is to be determined.

TRAFFIC STUDY 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, 16099 Foltz Parkway, Strongsville, Ohio 44149** hereinafter referred to as the **SUBRECIPIENT**.

1. PURPOSE

- 1.1 Section 755.20(A) of Ohio House Bill 110 requires the Director of Transportation, in consultation with the chief executive officers and legislative authorities of the municipal corporations of Strongsville, North Royalton, and Brunswick, to conduct a traffic safety study for the roads and bridges in those municipal corporations. The traffic safety study shall examine how to improve those highways in ways that increase the safety and convenience of the traveling public through those municipal corporations. The Director of Transportation shall use up to \$100,000.00 in fiscal year 2022 from the Highway Operating Fund (Fund 7002), through funding available under the federal flexible spending program, to pay for the costs of the study.
- 1.2 The City of Strongsville has agreed to sponsor the traffic safety study. ODOT shall reimburse the City of Strongsville for all eligible expenses.
- 1.3 Section 5501.03 (A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities with other appropriate authorities, and enter into contracts with such authorities to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.4 Federal funding is provided to the SUBRECIPIENT for **CUY/MED Traffic Study, ODOT PID 116069**, hereinafter referred to as the PROJECT.
- 1.5 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 administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Federal Funding Accountability and Transparency Act of 2006 (FFATA); and
 - b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. Section 755.20 of Ohio House Bill 110
- 2.2 The SUBRECIPIENT shall comply with all applicable Federal and state laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT is estimated to be **\$125,000.00**. ODOT shall provide to the SUBRECIPIENT 100 percent of the eligible costs, up to a maximum of **\$100,000.00** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.
- 3.2 The SUBRECIPIENT shall provide \$25,000.00 of local match and all other financial resources necessary to fully complete the PROJECT, including all cost overruns.
- 3.3 The Agreement operates on a reimbursement basis only. The costs must first be incurred by the SUBRECIPIENT. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT and to be eligible, allowable, allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.4 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT.
- 3.5 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the SUBRECIPIENT with a clear statement regarding any specific cost in eligibility or inform the SUBRECIPIENT of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the SUBRECIPIENT shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 Payment or reimbursement to the SUBRECIPIENT shall be submitted to:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

4. PROJECT DEVELOPMENT

- 4.1 The SUBRECIPIENT and ODOT agree that the SUBRECIPIENT is qualified to administer this PROJECT and is in full compliance with all SUBRECIPIENT participation requirements.
- 4.2 The SUBRECIPIENT and ODOT agree that the SUBRECIPIENT 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 ODOT reserves the right to move this PROJECT into a future sale year if the SUBRECIPIENT does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. TERMINATION PROVISIONS

- 5.1 This Agreement commences on the date of the last signature hereto.
- 5.2 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 SUBRECIPIENT 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.
- 5.3 In the event of termination, the SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT shall be returned to ODOT.
- 5.4 If in the event that any dispute arises between ODOT and the SUBRECIPIENT concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. DEFAULT

- 6.1 Neglect or failure of the SUBRECIPIENT to comply with any of the terms, provisions or conditions of this Agreement entered into between ODOT and the SUBRECIPIENT or failure of any representation made to ODOT in connection with any Agreement by the SUBRECIPIENT to be true shall be an event of default, provided that if by reason of force majeure the SUBRECIPIENT is unable in whole or in part to carry out its covenants contained herein, the SUBRECIPIENT shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; natural disasters; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause not reasonably in the control of the SUBRECIPIENT. The SUBRECIPIENT shall however, remedy with all reasonable dispatch each cause preventing the SUBRECIPIENT from carrying out its covenants contained herein.
- 6.2 No remedy herein conferred upon or reversed 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 as law or in equity.
- 6.3 No delay or omission to exercise any right or option accruing to ODOT upon any default by the SUBRECIPIENT 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.

7. CERTIFICATION AND RECAPTURE OF FUNDS

- 7.1 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 Ohio Revised Code 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.
- 7.2 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 SUBRECIPIENT 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 had received for the PROJECT.

8. FEDERAL COMPLIANCE

- 8.1 The SUBRECIPIENT shall fully comply with all federal, state, and local laws, regulations, executive orders, and other legal requirements as they apply to the performance of this Agreement.
- 8.2 All limits or standards set forth in this Agreement are minimum requirements. If there is a conflict among federal, state, or local requirements, the SUBRECIPIENT shall inform ODOT in writing so that a resolution may be arranged, if possible.
- (a) In connection with the carrying out of the Project, the SUBRECIPIENT will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
 - (b) The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future).
 - (c) The SUBRECIPIENT shall insert the foregoing provision, modified only to show the particular contractual relationship, in all of its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
 - (d) The SUBRECIPIENT agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the SUBRECIPIENT's compliance with Title VI.
 - (e) *Compliance with Regulations:* The SUBRECIPIENT (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - (f) *Non-discrimination:* The SUBRECIPIENT, with regard to the work performed by it during the Agreement, 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 consultants or sub-Subrecipients, including procurements of materials and leases of equipment. The SUBRECIPIENT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in list below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- (g) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding, or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this contract and the Acts 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.
- (h) *Information and Reports:* The SUBRECIPIENT will provide all information and reports required by the Acts, the Regulations, and 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 ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (i) *Sanctions for Noncompliance:* In the event of a SUBRECIPIENT's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies; and/or
 - b. Cancelling, terminating or suspending the Agreement in whole or in part.
- (j) *Incorporation of Provisions:* The SUBRECIPIENT will include the provisions of paragraphs 8.2 (a) through (i) in every contract or sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The SUBRECIPIENT will take action with respect to any contract or sub-agreement or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the SUBRECIPIENT becomes involved in, or is threatened with litigation by a contractor or subcontractor, or supplier because of such direction, the SUBRECIPIENT may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the SUBRECIPIENT may request the United States to enter into the litigation to protect the interests of the United States.
- (k) During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 ff.)

8.3 *Equal Employment Opportunity.* If, as a condition of assistance, the SUBRECIPIENT has submitted, and the federal government has approved, an equal employment opportunity program that the SUBRECIPIENT agrees to carry out, such program is incorporated into this Agreement by reference. Such program shall be treated as a contractual obligation; and failure to carry out the terms of that equal employment opportunity program shall be treated as violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved program, US DOT will impose such remedies as it may deem appropriate which remedies may include termination of this Agreement.

8.4 SUBRECIPIENT shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. Section 1857 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 *et seq.*), and implementing regulations, in the facilities which are involved in the Project for which Federal assistance is given. The SUBRECIPIENT shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the EPA's List of Violating Facilities. Contracts, subcontracts, and subgrants or amounts in excess of \$150,000 shall contain a provision that requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order No. 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15). The SUBRECIPIENT shall be responsible for reporting any violations to FHWA and to the EPA Assistant Administrator for Enforcement.

- 8.5 No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the SUBRECIPIENT obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution in accordance with applicable Federal and State standards.
- 8.6 *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.). SUBRECIPIENT 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.
- 8.7 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the SUBRECIPIENT. Accordingly, the SUBRECIPIENT must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's SUBRECIPIENT 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 SUBRECIPIENT. The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT.

The SUBRECIPIENT must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. SUBRECIPIENTs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the SUBRECIPIENT 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 SUBRECIPIENT may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

9. GENERAL PROVISIONS

- 9.1 *Ohio Ethics Law:* SUBRECIPIENT agrees that it is 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 Ohio Revised Code.

- 9.2 *Ohio Election Law.* SUBRECIPIENT affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- 9.3 If any term, provision or condition contained in this Agreement is breached by either the SUBRECIPIENT or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 9.4 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 enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 9.5 In no event shall the SUBRECIPIENT or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or USDOT.
- 9.6 ODOT shall not be subject to any obligations or liabilities of the SUBRECIPIENT or its subcontractors or any other person not a party to this Agreement in connection with the performance of this Project without their express, written consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
- 9.7 SUBRECIPIENT agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, or the State and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.
- 9.8 *Assignment:* SUBRECIPIENT shall not assign or subcontract, in whole or in part, or otherwise dispose of this Agreement without the prior written consent of ODOT and such written consent shall not release the SUBRECIPIENT from any obligations of this Agreement.
- 9.9 *Indemnify and Hold Harmless:* Each party hereto shall be responsible for liability associated with that party's own errors, actions or failures to act.
- 9.10 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between ODOT and the SUBRECIPIENT. If no agreement can be reached, the dispute will be referred for resolution to the Director.
- 9.11 SUBRECIPIENT shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify ODOT of any current or prospective litigation pertaining to any such third party contract.
- 9.12 The section captions in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement of any part hereof and shall not be considered in any construction hereof.
- 9.13 *Drug-Free Workplace:* SUBRECIPIENT agrees to comply with all applicable state and federal law regarding a drug-free workplace. SUBRECIPIENT shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

- 9.14 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the SUBRECIPIENT 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 SUBRECIPIENT 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.

- 9.15 *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 SUBRECIPIENT 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.

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

If to the SUBRECIPIENT:

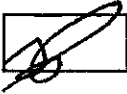
If to ODOT:

Thomas P. Perciak, Mayor	John P. Picuri, P.E., District Deputy Director
City of Strongsville	Ohio Department of Transportation District 12
16099 Foltz Parkway	5500 Transportation Blvd.
Strongsville, Ohio 44149	Garfield Heights, Ohio 44125

- 9.17 This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the SUBRECIPIENT.

9.18 Recovery of SUBRECIPIENT's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:

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



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

- (A)The SUBRECIPIENT *does not* currently maintain an ODOT approved federally compliant time-tracking system¹, *and*
(B)The SUBRECIPIENT *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 SUBRECIPIENT *does not* intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



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

- (A)The SUBRECIPIENT 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 SUBRECIPIENT *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



3. Direct labor, plus fringe benefits costs calculated using the SUBRECIPIENT's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A)The SUBRECIPIENT 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 SUBRECIPIENT currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

¹ A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the SUBRECIPIENT'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 SUBRECIPIENT negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, SUBRECIPIENTs are required to maintain Federally-compliant time-tracking systems. Accordingly, SUBRECIPIENTs 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 SUBRECIPIENT is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the SUBRECIPIENT'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 SUBRECIPIENT's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to



4. Direct labor, plus fringe benefits costs calculated using the SUBRECIPIENT's ODOT approved Fringe Benefits Rate, plus Indirect costs calculated using the SUBRECIPIENT's ODOT approved Indirect Cost Rate. ⁴

- (A) The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT SUBRECIPIENT Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the SUBRECIPIENT elects to recover fringe and/or indirect costs, the SUBRECIPIENT shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 9.19 If the SUBRECIPIENT decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 9.17 above to reflect the indirect cost recovery option utilized by the SUBRECIPIENT on the PROJECT.

10. WORKERS' COMPENSATION

- 10.1 SUBRECIPIENT shall provide its own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the SUBRECIPIENT, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

11. STATE AUDIT FINDINGS

- 11.1 SUBRECIPIENT affirmatively represents to ODOT that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. SUBRECIPIENT agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODOT hereunder shall be immediately repaid to ODOT, or an action for recovery may be immediately commenced by ODOT for recovery of said funds.

12. QUALIFICATIONS TO DO BUSINESS

- 12.1 SUBRECIPIENT affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement SUBRECIPIENT, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBRECIPIENT will immediately notify the Attorney General in writing and will immediately cease performance of the Work.

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

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the SUBRECIPIENT'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.

13. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

13.1 The SUBRECIPIENT affirms to have read and understands State of Ohio Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, ODOT reserves the right to recover any funds paid for services the SUBRECIPIENT performs outside of the United States for which it did not receive a waiver. ODOT does not waive any other rights and remedies provided ODOT in this Agreement.

13.2 The SUBRECIPIENT agrees to complete the attached Exhibit II, Affirmation and Disclosure Form to abide with Executive Order 2019-12D, which is incorporated and becomes a part of this Agreement, affirming no services of the SUBRECIPIENT or its subcontractors under this Agreement will be performed outside the United States. During the performance of this Agreement, the SUBRECIPIENT must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data is maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

14. REPAYMENT

14.1 If the representations and warranties in Paragraphs 11 or 12 are found to be false, this Agreement is void ab initio and SUBRECIPIENT shall immediately repay to ODOT any funds paid under this Agreement.

15. WAIVER

15.1 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

16. DEBARMENT

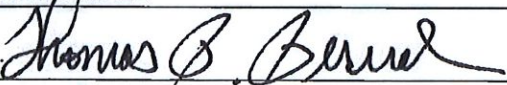

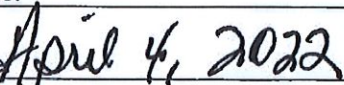

16.1 SUBRECIPIENT represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

17. SIGNATURES

17.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

17.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of 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.

SUBRECIPIENT: THE CITY OF STRONGSVILLE	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By: 
Thomas P. Perciak Mayor	Jack Marchbanks Director
Date: 	Date: 

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 125

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 GRANT FUNDING FOR IMPROVEMENTS TO WHITNEY ROAD IN CONNECTION WITH THE WHITNEY ROAD WIDENING PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 grant funding for improvements to Whitney Road in the City of Strongsville consisting of widening the roadway to 28', installing curbs, enclosed storm sewers, sidewalks for connectivity, and replacing the aging waterline, all together with the necessary appurtenances thereon, with a total overall estimated cost of \$6,227,849.00.

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 and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$3,113,925.00 in Issue 1 grant funding for improvements to Whitney Road in connection with the Whitney Road Widening Project, which consists of widening the roadway to 28', installing curbs, enclosed storm sewers, sidewalks for connectivity and replacing the aging waterline; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application for grant funding is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such Project, estimated to be some \$3,113,924.00, from the General Capital Improvement 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, improve traffic flow, provide safe roads within the municipality, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 125
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2022-125 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 126

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE ALBION ROAD AND WEBSTER ROAD SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Resolution No. 2022-111, this Council previously authorized the Mayor to advertise for bids for the Albion Road and Webster Road Sanitary Sewer Project; and

WHEREAS, pursuant to the invitation for bids, only one (1) bid was timely received, but subsequently withdrawn; therefore, no bids were opened for the Project; and

WHEREAS, consequently, the City Engineer has recommended that the City modify its total estimate of costs and re-advertise for bids for this Project; and

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

Section 1. That for the foregoing reasons, the Mayor be and is hereby authorized to re-advertise for bids for the Albion Road and Webster Road Sanitary Sewer Project, consisting of installation of approximately 4,685 LF of sanitary sewer, manholes, sanitary connections, appurtenances and pavement replacement, in accordance with the plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other State and local funds which may be made available for the Project.

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 the 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 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 immediately necessary to re-advertise for bids in order that the Project may commence in a timely manner in order to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, and 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 – 126
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2022-126 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 127

By: Mayor Perciak and All Members of Council

AN ORDINANCE REPEALING SECTION 648.12 CONCERNING OBSCENE OR PROFANE LANGUAGE, AND AMENDING SECTION 606.27 CONCERNING REFUSAL TO IDENTIFY SELF, OF PART SIX OF THE GENERAL OFFENSES CODE IN ORDER TO UPDATE THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE.

WHEREAS, certain sections of the Strongsville Codified Ordinances were adopted over fifty years ago to address various issues and concerns in the City of Strongsville; and

WHEREAS, in light of case law that has developed over the course of time and review of Section 648.12 of the Strongsville Codified Ordinances concerning obscene or profane language, the Police Department and City Prosecutor have recommended the repeal of said Section; and

WHEREAS, further, the Police Department and City Prosecutor have recommended also that Section 606.27 of the Strongsville Codified Ordinances concerning refusal to identify self, be amended to conform with current Section 2921.29 of the Ohio Revised Code.

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

Section 1. That existing Section 648.12 of Chapter 648 Peace Disturbances. of Part Six of the General Offenses Code of the Codified Ordinances of the City of Strongsville concerning Obscene or Profane Language, be and is hereby repealed in its entirety.

Section 2. That existing Section 606.27 of Chapter 606 General Provisions; Administration and Enforcement, of Part Six of the General Offenses Code of the Codified Ordinances of the City of Strongsville concerning Refusal to Identify Self, be and is hereby amended to read in its entirety as follows:

606.27 REFUSAL TO IDENTIFY SELF.

~~(a) No person shall willfully refuse to identify himself to any duly authorized law enforcement officer.~~

~~(Ord. 1969-63. Passed 4-21-69.)~~

~~(b) Whoever violates this section is guilty of a misdemeanor of the third degree. Punishment shall be as provided in Section 698.02.~~

(a) No person who is in a public place shall refuse to disclose the person's name, address, or date of birth, when requested by a law enforcement officer who reasonably suspects either of the following:

- (1) The person is committing, has committed, or is about to commit a criminal offense.**
- (2) The person witnessed any of the following:**
 - (A) An offense of violence that would constitute a felony under the laws of this state;**

- (B) A felony offense that causes or results in, or creates a substantial risk of, serious physical harm to another person or to property;
- (C) Any attempt or conspiracy to commit, or complicity in committing, any offense identified in division (a)(2)(A) or (B) of this section;
- (D) Any conduct reasonably indicating that any offense identified in division (a)(2)(A) or (B) of this section or any attempt, conspiracy, or complicity described in division (a)(2)(C) of this section has been, is being, or is about to be committed.

(b) Whoever violates this section is guilty of failure to disclose one's personal information, a misdemeanor of the fourth degree.

(c) Nothing in this section requires a person to answer any questions beyond that person's name, address, or date of birth. Nothing in this section authorizes a law enforcement officer to arrest a person for not providing any information beyond that person's name, address, or date of birth or for refusing to describe the offense observed.

(d) It is not a violation of this section to refuse to answer a question that would reveal a person's age or date of birth if age is an element of the crime that the person is suspected of committing.

Section 3. That any and all other references to Section 648.12 or any sections therein in the Codified Ordinances, be and are hereby repealed.

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 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
ORDINANCE NO. 2022 - 127
Page 3

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

Attest: _____
Clerk of Council

Ord. No. 2022-127 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 128

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the City of Strongsville Police and Fire Departments are in need of funds for ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating to the City \$1,000.00 for use by the Strongsville Police Department for education and training, and \$1,000.00 for use by the Strongsville Fire Department for fire prevention education and training; and

WHEREAS, the City is desirous of accepting such generous donations which have been forwarded to the City.

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 graciously accepts from the Swagelok Company, and expresses its appreciation, for the two donations of \$1,000.00 each to be used for education and training for the Strongsville Police and Fire Departments.

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 2022-128
Ord. No. _____ Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 129

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN ADOPTION AGREEMENT WITH OHIO DEFERRED COMPENSATION IN ORDER TO ADD THE ROTH 457 OPTION TO THE CURRENT OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN PROGRAM FOR THE BENEFIT OF ELIGIBLE CITY EMPLOYEES, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 1986-136, the City of Strongsville adopted a plan under the Ohio Public Employees Deferred Compensation Program permitting all eligible employees of the City of Strongsville to defer a portion of their compensation, if they choose; and

WHEREAS, the Ohio Deferred Compensation Program is offering the Roth 457 option to eligible employees of organizations that choose to offer it; and

WHEREAS, based upon recommendation of the Director of Finance and the City Administration, the City of Strongsville wishes to adopt such Ohio Public Employees Ohio Deferred Compensation Program's Roth 457 option for the benefit of its eligible employees.

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 Adoption Agreement with Ohio Deferred Compensation with regard to Payroll/Administrative Procedures attached hereto as Exhibit "1" and incorporated herein, in order to add the Roth 457 program as an option to the City's Ohio Deferred Compensation Program for the benefit of eligible employees.

Section 2. That the Mayor and Director of Finance be and are hereby authorized to execute such agreements and documents as may be necessary to participate in the Ohio Deferred Compensation Program's Roth 457 option.

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 immediately necessary for the preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into such Agreement in order to provide additional Ohio Deferred Compensation benefits to eligible City employees, 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 129
Page 2

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. 2022-129 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



OHIO DEFERRED COMPENSATION

ROTH 457 OPTION EMPLOYER ADOPTION

- ✓ Employers who choose to offer the Roth 457 option must execute an Adoption Agreement, Exhibit B, Payroll/Administrative Procedures.
 - Return the completed and executed form.
 - Email: Ohio457@Nationwide.com
 - Fax: 614-222-9457
 - Mail: 257 East Town Street, Suite 400, Columbus, Ohio 43215-4626
 - An acknowledgment email and additional information will be sent to the employer upon receipt of an executed Exhibit B.
- ✓ Employers will need to set-up a separate post-tax payroll deduction for Roth contributions.
- ✓ Pre-tax deferrals and Roth contributions will be billed separately. Ohio DC will create a new bill code assigned to Roth contributions.
- ✓ Pre-tax deferral and Roth contribution billings can be obtained and filed on the Ohio Business Gateway at Ohiobusinessgateway.ohio.gov.

Comparison of the traditional pre-tax option and the Roth post-tax option:

Feature	Traditional 457(b)	Roth 457(b)
Payroll Deductions	Yes	Yes
Contributions	Pre-tax dollars	Post-tax dollars
2022 Annual Limits	\$20,500 (\$27,000 if age 50+, \$41,000 for Special Catch-Up) Combined contributions to Traditional (pre-tax) and Roth options must remain within the annual limits.	
Investment Growth	Accumulates tax-deferred	Accumulates tax-free
Federal Tax on Distributions	Taxable income	Tax free if certain criteria are met

Enter Employer Name below. Execute the agreement on page five.

EXHIBIT B

PAYROLL/ADMINISTRATIVE PROCEDURES

An Employer that establishes the Plan shall determine whether its employees will be permitted to make (i) pre-tax deferrals only or (ii) pre-tax deferrals and Roth contributions.

CITY OF STRONGSVILLE elects to offer eligible employees one of the following options:

_____ Pre-tax deferrals only

OR



Pre-tax deferrals and Roth contributions

The effective date shall be a date no sooner than 30-days after Ohio DC receives the executed Exhibit B and the Employer receives their first pre-billing invoice for pre-tax deferrals and/or Roth contributions.

Deductions

A. **Pre-tax Deferrals.** The Employer will ensure that federal and state income taxes for each participating employee are calculated after excluding the amount being deferred under the Plan. Please note that pre-tax deferrals are not excluded from local income tax calculations.

B. **Roth Contributions.** The Employer will ensure that Roth contributions are after-tax contributions. This means the Employer includes the amount of the Roth contributions in the employee's gross income at the time the employee would have otherwise received the amount in cash if the employee had not made the election. Roth contributions are subject to all applicable wage-withholding requirements.

The Internal Revenue Code requires that participant deferral/contribution agreements be entered into in the month before they begin. The Program will monitor this regulation and notify Employers of new enrollments and valid changes. The Employer may not make any such contractual changes until the effective date specified on the Payroll Reduction Change Report, except to prevent deferrals/contributions from exceeding the maximum annual limits.

Reporting

The Employer may utilize one of the following methods for reporting deferral/contribution amounts.

A. **A pre-billing invoice.** The Program will create an invoice(s) for the Employer at least ten (10) days before each pay date, listing the name, last four digits of the employee's social security number, and dollar amount of the deferral/contribution expected from each employee. Pre-tax deferrals and Roth contributions will be invoiced separately. The employer can obtain these invoices from the Ohio Business Gateway website. The Employer will note any changes on the invoices before reporting these amounts.

B. **A computer file.** The use of computer files is recommended for all Employers who will have more than 100 participants in the Plan. Pre-tax deferrals and Roth contributions must be in separate files. This confidential data must be transmitted using the secure express upload feature of the Ohio Business Gateway at business.ohio.gov. Computer files must be formatted as indicated below.

<u>Field Name</u>	<u>Data Type</u>	<u>Start/End Pos.</u>		<u>Contents</u>
Transaction Type	X(3)	1	3	'114'
Employer ID	X(6)	4	9	Ohio DC will assign this number
Pay Date*	9(8)	10	17	Your payroll date
Social Security5	9(5)	18	22	First 5 digits of social security number
Social Security4	9(4)	23	26	Last 4 digits of social security number
Termination Code	X(2)	27	28	Does participant still work for you? Yes = SPACES No = 'TT'
Filler	X(8)	29	36	Spaces
Termination Date*	9(8)	37	44	Date employee was terminated or zeros for current employees
Transaction Amount**9(7)		45	51	Deferral/contribution amount 9999999
Name	X(25)	52	76	Participant name
Filler	X(4)	77	80	Spaces

* All dates must use CCYYMMDD format (20190101)

** The transaction amount must not include the decimal point. Example, a \$125.00 deferral amount would be sent as 0012500.

Fields are **NOT** packed.

For regular deferrals (pre-tax), the file must be named **defcomp.txt**.

For Roth contributions (post-tax), the file must be named **roth_defcomp.txt**

Please note that regular deferrals and Roth contributions are on separate bills and cannot be combined in the same file

If you need further assistance, please call 614-466-7245.

C. **An acceptable Employer generated listing.** The Employer may generate their own listing which will identify the name, last four digits of the employee's social security number, and dollar amount of the individual deferrals/contributions. The format must be (by pay frequency) in ascending alphabetic or social security number order with totals for each frequency. Pre-tax deferrals and Roth contributions must be reported separately. The list must contain Employer name, Employer number, and pay date. Do not list reductions by department or full social security numbers.

Changes

Ohio DC will create a Payroll Change Report(s) showing all employees who are newly enrolled or changing the amount of their deferrals/contributions. This report will be available to the Employer at least ten (10) days before the effective pay date on the Ohio Deferred

Compensation secure section of the Ohio Business Gateway website, business.ohio.gov. Separate Payroll Change Reports will be produced for pre-tax deferrals and Roth contributions.

Terminating Employees

For any participants who have terminated employment, the Employer will note on each invoice, file, or listing, the date of termination, last four digits of the social security number, and name of the employee(s).

Remittance

For each pay date, the Employer will forward payment for the gross amount of deferrals/contributions with supporting documentation. The Employer is responsible for the correct and timely remittance of deferrals/contributions. The Employer may use one of the following methods for remittance:

ACH debit: Use the Ohio Business Gateway at business.ohio.gov. (*preferred method*)

ACH credit: The Program will provide banking information to Employers using this method.

Check mailed to:

Ohio Deferred Compensation
257 East Town Street, Suite 400
Columbus, Ohio 43215-4623

The payment amount must be exactly equal to the total amount of deferrals/contributions on the detailed report.

Refunds

If deferrals/contributions are erroneously made on behalf of a participant and the money must be returned to that participant, the Employer may not use amounts to be refunded to the participant as an offset or credit against the gross amount of deferrals/contributions for the next pay period. The Employer must notify the Program in writing of such errors and the Board will return the money to the Employer. For pre-tax deferrals the Employer must then refund the money to the employee after withholding all appropriate taxes, etc., since the refund will not have been previously included as taxable income to that employee.

Annual Limits

Consistent with IRS regulations, the Employer is responsible for ensuring that any combination of the participant's annual pre-tax deferrals and Roth contributions do not exceed the lesser of (i) the limits allowed by the Internal Revenue Code or (ii) 100% of includible compensation. Participants age 50 and older or in their three years prior to Normal Retirement Age may be eligible for higher annual limits. The Program will annually provide notice to the Employer regarding such limits. The Program will be careful to enroll the participant for deferral/contributions amounts that will not exceed the IRS's maximum limits. If events occur (requested changes to deferral/contribution amounts are not made timely, a year with 27 bi-weekly pay periods, etc.) whereby those limits could be exceeded, the Program will work with the participant and Employer to adjust deferral/contribution amounts accordingly.

Form W-2

The Employer will be responsible for issuing a correct Form W-2 at year-end, which will identify the gross amount of wages subject to federal and state taxes and the gross amount of wages subject to local taxes. The Employer will list on the participant's Form W-2 the amount of pre-tax deferrals or Roth contributions for the year, as required by the IRS.

Program Withdrawals

The Program will be responsible for overseeing the disbursement of all withdrawals from the Program to the participant or beneficiary(ies) and to discharge on behalf of the Employer all reporting and withholding responsibilities required by Federal and State Regulatory Authorities.

Employer Statements

The Program will provide the Employer with a quarterly statement that will include the total amount received during the quarter and the total value of accounts held on behalf of the employees or beneficiaries.

Note: The Program statements will reflect deferral/contribution activity based on the date received and invested, which may not always coincide or agree with the Employer's records, due to timing of deposits and transfers into and out of individual accounts at the beginning or ending of the statement period.

Confidentiality

The Employer shall maintain the confidentiality of individual participants and related account information.

It is the Program's policy to limit the display of social security numbers. Billing and change reports will only display the last four digits of each participant's social security number, unless you provide the Program with a signed release on your Employer letterhead accepting all responsibility for transmitting this sensitive data. If the Employer generates their own listing, the Employer will be responsible for this confidential information while in transit. It is important that the display of social security numbers is limited to the last four digits.

Other Deferred Compensation Plans

If the Employer offers deferred compensation programs in addition to the Program as permitted under Section 148.06 of the Ohio Revised Code, then the Employer is responsible for assuring that participants do not exceed the maximum annual limits under IRC Section 457(b).

Execution

The duly authorized responsible official has executed this document for the Eligible Employer, and the Board (by its representative) has accepted as of the date so noted below.

CITY OF STRONGSVILLE

Eligible Employer

Thomas P. Perciak

Responsible Official (printed name)

Responsible Official Signature

Mayor

Title

Date

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD

Accepted for the Program

Date

Employer Services for You

The Board Office is responsible for administration of the Program, which includes maintaining employer and employee account records, investing payroll deferrals/contributions, processing withdrawal requests and generating employer and employee account statements.

Employers with questions or needing assistance should contact the finance department of the Board Office.

Board Office:

Ohio Deferred Compensation
257 East Town Street, Suite 400
Columbus, Ohio 43215-4623

Phone: 614-466-7245

Phone Hours: The Board Office staff is available to assist employers Monday-Friday from 7:30 a.m.-4 p.m.

Fax: 614-728-2601

Email: finance@OhioDC.org.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 130

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Sections 5705.34 and 5705.35 of the Ohio Revised Code, the Cuyahoga County Budget Commission has informed the City of Strongsville of the amounts and rates of the necessary tax levies for tax year 2022, to be collected in year 2023; and

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

Section 1. That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

Section 2. That there be and is hereby levied on the tax duplicate of the City of Strongsville, the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

Fund	Amount to be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund				1.50
General Bond Retirement Fund			2.30	
Police Pension Fund			0.30	
Fire Pension Fund			0.30	
Fire Fund				3.50
Sewer Fund				0.40
Southwest General H. C.				1.00
Total			2.90	6.40

**SCHEDULE B
 LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

Fund	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A. Column II)
General Fund:		
Current Expense Levy authorized by voters on for not to exceed years. , 20		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed years. , 20		
Recreation Fund: Levy authorized by voters on for not to exceed years. , 20		

Section 3. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of this Resolution to the Cuyahoga County Fiscal Officer.

Section 4. 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 5. 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 in order to comply with all state, county and local requirements concerning tax amounts and rates. 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 - 130
Page 4

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2022-130 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CERTIFICATE OF COPY
ORIGINAL ON FILE

State of Ohio)
) ss.
Cuyahoga County)

I, Aimee Pientka, Clerk of the Council of the City of Strongsville, within and for said County, and in whose custody of the files and records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution No. 2022-130 now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of September, 2022.

Aimee Pientka, Clerk of Council

Resolution No. 2022 – 130

COUNCIL OF THE CITY OF STRONGSVILLE
Cuyahoga County, Ohio

RESOLUTION ACCEPTING THE AMOUNTS AND
RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted September 6, 2022

Aimee Pientka, Clerk of Council

Filed _____, 2022

County Fiscal Officer

By

Deputy

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 131

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.

WHEREAS, in compliance with Sections 731.51 to 731.54 of the Ohio Revised Code, and Section 606.28 and Chapter 1442 of the Strongsville Codified Ordinances, weeds and grass were cut and building violations were corrected, after proper notification to the property owners to abate said nuisances.

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

Section 1. That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County various property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

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 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 the immediate certification is necessary in order to comply with County deadlines and to preserve 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 - 131
Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. 2022-131 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



FISCAL OFFICE REAL PROPERTY

THE ATTACHED LIST OF SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED BY THE COUNCIL OF:

MUNICIPALITY ASSESSMENT TYPE

HEREBY CERTIFIED FOR COLLECTION IN ANNUAL INSTALLMENTS OF

TO BE COLLECTED BEGINNING TAX YEAR ENDING TAX YEAR

BY ORDER OF RESOLUTION NO.

SIGNATURE OF: *E. Dean* Finance Director DATE 9/01/2022

FOR FISCAL OFFICE USE ONLY

Date Received Date of Manual Entry Date Formatted Fund Number

Date Imported to MVP Date Validated Employee Initials

City of Strongsville

Grass Cutting/Tree Removal

Total Number of Parcels 10

PARCEL ID in Parcel Order	SPA AMOUNT
39219030	7,700.00
39220018	550.00
39228010	550.00
39422002	660.00
39619065	4,400.00
39721005	4,455.00
39721005	4,675.00
39808039	4,840.00
39917016	550.00
39917016	550.00
Total	\$ 28,930.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 132

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 (FINAL) FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE AND AN INCREASE IN THE CONTRACT PRICE, ALL 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 to June 14, 2022 without a change in price; and

WHEREAS, in addition, this Council adopted Ordinance No. 2022-013, approving and authorizing Change Order No. 2 to the contract, which increased the total Project cost by \$7,438.13 for a new total Project cost of \$1,042,438.13; and

WHEREAS, due to delivery delays in connection with the permanent blower rain hoods, Great Lakes required a further extension of time of Forty-Six (46) calendar days to install such equipment on July 30, 2022; and

WHEREAS, further additional work due to unforeseen conflicts not contemplated in the original contract has become necessary, and additional work 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 extension of time to the contract completion date and an adjustment to 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 extend the contract completion date to July 30, 2022, and to provide payment to Great Lakes for the work performed on the Project, generally being additional work required due to unforeseen conditions encountered and additional work requested by the City, all as more fully set forth in Change Order No. 3 (Final), attached hereto as Exhibit A and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$7,773.82, for a new total Project cost of \$1,050,211.95.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 132
Page 2

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 3 (Final), as recommended by the City’s Construction Manager and City Engineer, in order to extend the contract completion date to July 30, 2022, and to provide for additional work required and additional work requested by the City, in the amount of \$7,773.82, as reflected in Exhibit A; and after the issuance and approval of said Change Order No. 3, to direct the Director of Finance to make payment to **THE GREAT LAKES CONSTRUCTION CO.**, in the additional amount of \$7,773.82, thereby increasing the total Project cost to \$1,050,211.95.

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. 2022-132 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CHANGE ORDER #03 - FINAL

Order No. 03
Date: 8/16/22
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:
1. Plant B Blower Repositioning \$8,455.45
 2. Credit for copper pipe not used for the Water Line @ Plant C Washer Compacter. (\$681.63)
 3. Temporary Blower Rental and all related costs will not exceed the Contract Allowance Amount of \$75,000 for Emergency Air Supply. Contractor's vendor is not charging beyond the stated amount due to permanent Blower deliveries impacting the Project schedule.
 4. (46) calendar days are added to the Contract (no cost to Owner) due to delivery delay of the permanent blower rain hoods which were installed on July 30, 2022.

Change to CONTRACT PRICE: **\$7,773.82**

Original CONTRACT PRICE \$1,035,000

Current CONTRACT PRICE adjusted by Previous CHANGE ORDERS \$1,042,438.13

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$7,773.82.

The new CONTRACT PRICE including this CHANGE ORDER will be **\$1,050,211.95.**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) by 46 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 including Change Order #2 was June 14, 2022.

The date for completion of all WORK including Change Order #3 is July 30, 2022

Requested by: *Jason McQuest* 8/18/22 Great Lakes Construction Co.

Recommended by: *Craig A. Fawie, PE* 8/18/22 ms consultants, inc.

Accepted by: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 133

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (No. 101L-23) FOR THE PURCHASE OF LIQUID ASPHALT TO BE USED 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 (ODOT) 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 Reclamite Asphalt Rejuvenating Agent (liquid asphalt), to be applied to certain streets in the City of Strongsville, through the State of Ohio Department of Transportation Contract No. 101L-23 with Pavement Technology, Inc., for use by the Service Department of the City, pursuant to the ODOT letter attached hereto as Exhibit A; and

WHEREAS, further, the City of Strongsville has been approved to participate in Cuyahoga County's 2022 maintenance material reimbursement program for reimbursement of costs associated with payments for certain projects approved by the County's Department of Public Works; and

WHEREAS, therefore, it is the City's desire and intention to submit the paid invoices from Pavement Technology, Inc. for the purchase of the liquid asphalt, to Cuyahoga County for reimbursement in connection with their maintenance material reimbursement program.

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 **PAVEMENT TECHNOLOGY, INC.** for the purchase of Reclamite Asphalt Rejuvenating Agent (liquid asphalt) to be used 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 \$104,868.75, and as reflected on Exhibit B 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 133

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 Transportation Cooperative Purchasing Program.

Section 4. That the Mayor and Director of Finance be and are hereby authorized to submit all paid invoices from Pavement Technology, Inc., to Cuyahoga County for reimbursement through the County’s 2022 maintenance material reimbursement program.

Section 5. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

Section 6. 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 7. 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 materials in order to preserve and maintain City streets for the safety of the public, 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. 2022-133 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

April 4, 2022

Pavement Technology
24144 Detroit Road
Westlake, OH 44145

Re: 101L-23
Liquid Asphalt

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Liquid Asphalt. The contract will be in effect from April 4, 2022 to March 31, 2023.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

EXHIBIT A

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

August 16, 2022

Mr. Mike Gallagher
Assistant Service Director
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Dear Mr. Gallagher:

We are pleased to offer this proposal to apply Reclamite[®] asphalt rejuvenator to the roads listed below.

Road	From	To	Gallons	Amount
Howe Rd	Drake Rd	Boston Rd	635	\$16,668.75
Boston Rd	3868 Boston Rd	W 130th	745	\$19,556.25
Boston Rd	3868 Boston Rd	Pearl Rd	370	\$9,712.50
Drake Rd	W 130th	Hunt Rd	950	\$24,937.50
Whitney Rd	Big Creek Pkwy	Pearl Rd	155	\$4,068.75
Whitney Rd	Rt 71 overpass	Webster Rd	485	\$12,731.25
Lunn Rd	Prospect Rd	Foltz Pkwy	420	\$11,025.00
Lunn Rd	Foltz Pkwy	Marks Rd	235	\$6,168.75
Total			3,995	\$104,868.75

Work includes all labor and materials for application of the Reclamite[®] asphalt rejuvenating agent. Also included are the resident notification, pre and post cleaning of roads, MOT and proper supervision to insure work is in accordance with manufactures specification.

EXHIBIT B

Page 2

Final cost of project not to exceed \$104,868.75.

Pricing is based on the 101L-23 State Cooperative contract.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

Zack Helm

Zack Helm
zhelm@pavetechinc.com

CITY OF STRONGSVILLE

Accepted by: _____
Thomas P. Perciak, Mayor Date

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 134

By: Mayor Perciak and All Member of Council

AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF SPECIALTY REPAIR PARTS AND SUPPLIES IN 2022; AUTHORIZING THE MAYOR TO MAKE PAYMENT FOR SUCH SPECIALTY REPAIR PARTS AND SUPPLIES; AND FURTHER AUTHORIZING ADDITIONAL PURCHASES OF SUCH SPECIALTY PARTS, SUPPLIES AND REPAIR SERVICES FOR THE CITY'S FIRE AND SERVICE DEPARTMENTS' WESTERN STAR AND FREIGHTLINER TRUCK FLEET, AS NEEDED DURING 2022; ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Western Star and Freightliner truck fleet, utilized by the City's Fire and Service Departments, occasionally requires specialty parts, supplies and repairs, which constitute emergency circumstances threatening the proper operation of the City's Fire and Service Departments, as well as the health, safety and welfare of the City's residents; and

WHEREAS, in order to properly address such circumstances as they arise and in accordance with the best efforts of the City's Department of Public Service to maintain its fire and service trucks in proper working condition, and promptly return them to service, it occasionally becomes necessary to purchase various parts, supplies and repair services on an immediate basis; and

WHEREAS, there is only one local vendor from which to acquire these specific parts, supplies and repair services for the City's Western Star and Freightliner truck fleet; and

WHEREAS, such purchases are undertaken only upon the approval and recommendations of the Mayor and Director of Public Service; and

WHEREAS, it was immediately necessary to purchase such specialty repair parts, supplies and repair services for repair of various fire and service trucks in the City's Western Star and Freightliner truck fleet; and

WHEREAS, in addition, the Service Department likely will require parts, supplies and repair services to the Western Star and Freightliner truck fleet on an ongoing and immediate basis through December 31, 2022.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it occasionally is necessary to make purchases on an immediate basis, without public bidding, of specialty parts, supplies and repair services to its Western Star and Freightliner truck fleet, in order to provide for the proper operation of the Fire and Service Departments, to protect the health, safety and welfare of the residents, and to conserve public funds.

Section 2. That for the reasons aforesaid, this Council hereby approves and ratifies the Mayor's purchases from **VALLEY FREIGHTLINER TRUCKS**, without public bidding, of various specialty parts, supplies and repair services in 2022 for repair of various fire and service trucks in the City's Western Star and Freightliner truck fleet, and further authorizes the Mayor to make payments to **VALLEY FREIGHTLINER TRUCKS**, in the amount of \$21,955.30, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. That this Council further finds that for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to make future purchases from **VALLEY FREIGHTLINER TRUCKS**, without public bidding, of parts, supplies and repair services for its Western Star and Freightliner truck fleet, in a total amount not to exceed \$100,000.00 through December 31, 2022.

Section 4. That the funds for the purposes of said purchases have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund; Fire Levy Fund and the Sanitary Sewer 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 of the City, and for the further reason that it is immediately necessary to approve and ratify specialty part purchases, and authorize future purchases of specialty parts, supplies and repair services for the City's Western Star and Freightliner truck fleet, in order to provide for the continuity of services, operation, and maintenance of the City's Fire Department and Department of Public Service, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it 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

Ord. No. 2022-134 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

VALLEY



10901 Brookpark Rd. · Parma, OH 44130
1-888-560-8782 · (216) 267-4800 · Fax (216) 267-5338
www.valleyfreightlinertruck.com

COPY

A Division of Cleveland Freightliner Inc.

RETURN/REFUND POLICY:
ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 15% RESTOCKING CHARGE. PLEASE NOTE DEALER WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

Sales / Service / Parts Hours:
Monday - Friday 7:00 A.M. - 11:00 P.M.
Saturday 7:00 A.M. - 1:00 P.M.

DISCLAIMER OF WARRANTIES: ALL WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURERS OR SUPPLIER'S OF THE PARTS OR PRODUCTS. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF THE MANUFACTURER'S OR SUPPLIER'S WARRANTIES.

DATE ENTERED 06 JUL 22	YOUR ORDER NO. 329324	DATE SHIPPED 07 JUL 22	INVOICE DATE 07 JUL 22	INVOICE NUMBER 751902
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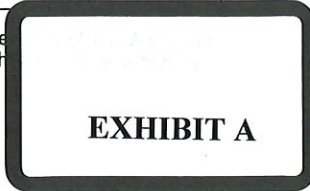
S
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O
ACCOUNT NO. 19128
(440) 238-5720
CITY OF STRONGSVILLE
ATT: FINANCE
18688 ROYALTON RD
STRONGSVILLE, OH 44136

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PAGE 1 OF 1
16099 FOLTZ INDUSTRIAL PKWY
STRONGSVILLE OHIO 44149

SHIP VIA DIRECT	SLSM. 13	B/L NO. 38	06:33:13	TERMS NET 10	F.O.B. POINT CLEVELAND OH		
ORD	QUANTITY SHIP	BO	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	GN3973	TRIMM	9399.43	1955.30	21,955.30
PART SENT DIRECT TO CUSTOMER, ATTN: JEREMY							
<p>P.O.# <u>36077</u> ACCT# <u>046433-5692</u> VEHICLE# <u>1415</u> SIG: <u>[Signature]</u> DATE <u>8/7/22</u></p>							
WE RENT TRUCKS! FOR THE DAY, WEEK OR MONTH DRIVEN BY FLEET ONE RENTAL & LEASING 5% DISCOUNT OFF OF YOUR FIRST RENTAL ASK OUR SERVICE DEPT FOR DETAILS				PARTS	21,955.30		
CUSTOMER'S SIGNATURE X				SUBLET			
				FREIGHT	0.00		
				SALES TAX	0.00		
				TOTAL	\$21,955.30		



Any controversy or claim out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction the proceeding shall be conducted in Cleveland, Ohio.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 135

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
[GovDeals]**

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 Service Department of the City of Strongsville is in possession of certain equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit A and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

Section 6. 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 – 135
Page 2

Section 7. 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 immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, 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. 2022-135 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

Obsolete Parts/Equipment to Gov Deals

<u>Description</u>	<u>Serial #</u>
Homelite Water Pump	121TP21A
Homelite Water Pump	121TP21A
Teel Water Pump	TC3003149C
Pincor Electric Generator	RF20HM1
Small Engine	FB9055340
Honda EX700C generator	EZGG1017781
Honda EG2500 generator	EXCR1124559
Stihl walk behind concrete saw TS760	35y8
Stihl saw	N/A - Missing
Stihl TS350	42230071006
Stihl TS460	N/A - Missing
Stihl TS350 Super	N/A - Missing
Oregon chain saw bar	100sdea218
Oregon chain saw bar	200gddd176
Poulan Micro chain saw	N/A - Missing
Poulan 3400 chain saw	35392131
Poulan 3400 chain saw	N/A - Missing
McCulloch MCL47 chain saw	54189
Weedeater Blower/vac 960	C26650213
Stihl 4 mix backpack blower	2729064
Stihl pro weedeater	N/A - Missing
Stihl FS85T	N/A - Missing
Stihl Pro 0254RB	2A8XS
Stihl Pro 0254RB	N/A - Missing
Stihl HT133 pole saw	513038704
Stihl FS94R motor head only	506208425
Weedeater misc box of stuff	N/A - Missing
Prolocker wheel chock	N/A - Missing
Misc Flagger signs with bases	N/A - Missing

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 136

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Greater Cleve. Auto Auction]

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 Service Department of the City of Strongsville has obsolete and surplus vehicles, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.

Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the **Greater Cleveland Auto Auction** to effectuate the sale of such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.

Section 4. That any proceeds of sale shall be deposited into the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance 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 of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles are necessary in order to provide needed storage space for the Service Department, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 136
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2022-136 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

Service Equipment going to G.C.A.A.

<u>Year</u>	<u>Make</u>	<u>VIN#</u>	<u>Problem</u>	<u>City#</u>
2006	Ford F250	1FTSX21P16EA78858	Rotted Out, Frame, Engine, trans..	106
2006	Ford Ranger	1FTZR15E07PA06664	Rust and Rotted out, bed falling off	2806
2006	Ford Ranger	1FTZR15E07PA06659	Rust and Rotted out, bed falling off	2006
1993	Panel Van	1HTTMGZPM9PH486249	Obsolete, can't get parts	793



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 137

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY. [Reed's]

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 Service Department has certain equipment, which is surplus, has no monetary value and is 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 equipment. Said equipment is more fully set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Director of Finance be and is hereby authorized to dispose of such obsolete equipment identified in Exhibit "A" through **Reed's Salvage Corp.**, and to perform all acts required in furtherance thereof.

Section 3. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate disposal of such obsolete and surplus equipment is necessary in order to provide needed storage space for the Department of Public Service, 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 137
PAGE 2

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

Attest: _____
Clerk of Council

Ord. No. 2022-137 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

SCRAP List – Reeds Salvage

Old Leaf boxes from vehicles no longer in fleet

Scag mower with blown engine and rotted deck

2 Industrial blowers from Wastewater Treatment Plants, unsold on Gov Deals after 2 attempts.

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 138

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 IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE 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 has launched the “Strongsville Town Center Enhancement & Walkability Initiative” as part of an ongoing capital improvement project in the City (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 House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of \$725,000.00 for the City of Strongsville for the completion of a capital improvement community recreation project known as the Town Center Enhancement & Walkability Initiative; 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 improvement related to the Town Center Enhancement & Walkability Project.

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 \$725,000.00 from the Ohio Department of Natural Resources to assist the City of Strongsville with the Town Center Enhancement & Walkability Project; 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 the Director of Economic Development 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 – 138
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 Town Center 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 Town Center Project in a timely manner, to complete the ongoing capital improvement project, 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. 2022-138 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 139

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM SOUTHWEST GENERAL HEALTH CENTER 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 fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; 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 provide further amenities and 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, in that regard, Southwest General Health Center, which is located on Bagley Road in Middleburg Heights, has most graciously donated a check in the amount of \$5,000.00 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 Southwest General Health Center for its donation of \$5,000.00 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.

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 - 139
Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. 2022-139 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 140

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE DONATION OF EQUIPMENT FROM CARL HOERIG TO BE USED BY THE CITY OF STRONGSVILLE RECREATION DEPARTMENT FOR MAINTENANCE OF THE CITY'S BASEBALL FIELDS.

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, Carl Hoerig, a long-time resident and advocate for the City of Strongsville baseball programs, has arranged for the donation of a PTO-60 Sports Turf Renovation Machine, valued in the total amount of \$20,040.00, as set forth in Exhibit A attached hereto, to be utilized by the City's Recreation Department for the maintenance and upkeep of the City's baseball fields; and

WHEREAS, the City of Strongsville is desirous of accepting such generous 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 graciously accepts the above donation from Carl Hoerig, and expresses its appreciation for such equipment to be used for the maintenance and upkeep of the City's baseball fields.

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. 2022-140 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



Quotation

22339 W. Dale Ln.
Wittmann, AZ 85361
623-262-7775

Date
8/9/2022

Strongsville, OH
ATTN: Chris Arold

Rep	Freight	Price guaranteed until
Steve Klopping	T-Force freight	9/1/2022

Quantity	Model #	Description	Price Each	Amount
1	PTO-60	PTO-60 Sports Turf Renovation Machine	\$17,995.00	\$17,995.00
1	PTO-60-KIT	PTO-60 Blade change kit. Includes full set of 100 blades, 6 blade retainer bolts, 9/16" deep socket, and 1/4 x 3/8 drill adapter.	\$550.00	\$550.00
1	PTO-60-24	PTO-60 Cutting blades, full set of 100	\$495.00	\$495.00
1	Freight	Crating & freight	\$1,000.00	\$1,000.00
		Out of state sale, tax exempt		

Total: \$20,040.00

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 141

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR AND LAW DIRECTOR TO ENTER INTO A MUTUAL RELEASE AGREEMENT IN ORDER TO RESOLVE PENDING LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is a party to litigation in *Ptacek Real Estate, et al. v. City of Strongsville, et al.*, Cuyahoga County Common Pleas Court, Case No. CV-21-943717; and

WHEREAS, the parties to the litigation have proposed entering into a Mutual Release Agreement providing for the resolution of all issues before the Court in the aforesaid litigation.

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

Section 1. That the Mayor and Law Director be and are hereby authorized and directed to execute the Mutual Release Agreement in Cuyahoga County Court of Common Pleas, Case No. CV-21-943717, captioned: *"Ptacek Real Estate, et al. v. City of Strongsville, et al."*, and attached hereto as Exhibit A.

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 of any of its committees, that resulted in formal action were in compliance with all legal requirements.

Section 3. 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 the immediate execution of the aforesaid document is necessary to resolve pending litigation and 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 - 141
Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. 2022-141 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is entered into this ___ day of August, 2022, by and among The City of Strongsville, City of Middleburg Heights, Northeast Ohio Regional Sewer District, Home Depot U.S.A., Inc. and Brightview Enterprise Solutions, LLC (collectively, “Parties”). In consideration for the mutual releases contained herein and other good and valuable consideration, each of the Parties hereby release and forever discharge each of the other Parties from any and all claims, actions, causes of action, lawsuits, demands, damages, losses, covenants, obligations, liabilities and expenses, including without limitation claims for indemnification and contribution, whether at law or in equity, whether known or unknown, whether liquidated or contingent, whether in tort, contract or arising by statute or common law, which have accrued or which may hereafter accrue relating to the flooding incident specific to the plaintiffs in the case titled *Ptacek Real Estate, et al. v. City of Strongsville, et al.*, Cuyahoga County Court of Common Pleas, Case No. CV 21 943717.

[SIGNATURES ON FOLLOWING PAGE]

THE CITY OF STRONGSVILLE

Signature: _____

Printed Name: Thomas P. Perciak

Title: Mayor

CITY OF MIDDLEBURG HEIGHTS

Signature: _____

Printed Name: _____

Title: _____


**NORTHEAST OHIO REGIONAL
SEWER DISTRICT**

Signature: _____

Printed Name: _____

Title: _____

HOME DEPOT U.S.A., INC.

Signature: 

Philipp V. Ellis, for and on behalf of Home Depot U.S.A., Inc.

Title: Assistant General Counsel

**BRIGHTVIEW ENTERPRISE
SOLUTIONS, LLC**

Signature: _____

Printed Name: _____

Title: _____