

VILLAGE OF OAKWOOD
SPECIAL FINANCE MEETING
JUNE 27, 2023
6:00 p.m.
AGENDA

1. Call Meeting to Order

2. Pledge of Allegiance

3. Roll Call

Council President	Johnnie A. Warren	Mayor	Gary Gottschalk
Council-At-Large	Elaine Y. Gaither	Finance	Brian L. Thompson
Ward 1 Councilperson	Chris C. Callender		
Ward 2 Councilperson	Eloise Hardin		
Ward 3 Councilperson	Paggie Matlock		
Ward 4 Councilperson	Mary Davis		
Ward 5 Councilperson	Candace S. Williams		

Financial Review

4. Adjournment

VILLAGE OF OAKWOOD
COUNCIL MEETING
JUNE 27 2023
7:00 p.m.
AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call

Council President	Johnnie A. Warren	Mayor	Gary Gottschalk
Council-At-Large	Elaine Y. Gaither	Law	James Climer
Ward 1 Councilperson	Chris C. Callender	Finance	Brian L. Thompson
Ward 2 Councilperson	Eloise Hardin	Service	Tom Haba
Ward 3 Councilperson	Paggie Matlock	Fire	Dave Tapp
Ward 4 Councilperson	Mary Davis	Police	Mark Garratt
Ward 5 Councilperson	Candace S. Williams	Building	Daniel Marinucci
		Engineer	Ed Hren
		Recreation	Carlean Perez

4. MINUTES-
April 11, 2023 Council
May 30, 2023 Special
June 2, 2023 Special
June 13, 2023 Council
June 20, 2023 Special

5. Clerk Correspondence
6. Departmental Reports

MAYOR-GARY GOTTSCHALK	FIRE-DAVE TAPP
LAW-JAMES CLIMER	BUILDING-DANIEL MARINUCCI
FINANCE-BRIAN THOMPSON	HOUSING INSTECTION-N/A
SERVICE-TOM HABA	POLICE-MARK GARRATT
ENGINEER-ED WREN	RECREATION-CARLEAN PEREZ

7. Floor open for comments from Village Residents on meeting agenda and comments in general *Village residents, please state your name, address, and the subject you wish to discuss for the record. Please limit your comments to five (5) minutes. Thank you! Please sign-in to speak.*
8. Legislation

2023-23 AN EMERGENCY RESOLUTION AUTHORIZING THE
Introduced 6-27-2023 **MAYOR TO ENTER INTO A COOPERATION AGREEMENT**
By Mayor and **WITH THE VILLAGE OF GLENWILLOW, CITY OF**
Council as a whole **MACEDONIA, AND CITY OF TWINSBURG WHICH WILL**
1st Read **ALLOW THE CITY OF TWINSBURG TO APPLY TO THE OHIO**
PUBLIC WORKS COMMISSION FOR A POTENTIAL GRANT FOR
THE FUNDING OF THE RICHMOND ROAD, SHEPARD ROAD,
BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION
IMPROVEMENT PROJECT

9. Adjournment

VILLAGE OF OAKWOOD
WORK SESSION
AGENDA
JUNE 27, 2023

1. Call Meeting to order
2. Discussion by Mayor and Department Heads of matters to be brought to the attention of Council if present.
3. Questions of Mayor and Department Heads concerning Legislation or potential Legislation to be considered a future Council meetings.
4. Discussion of items of draft Legislation or potential Legislation to be considered at future Council meetings.

Legislation: Fiscal Officers Certificate Present

Municipal Complex	Hardin
Disaster Recovery Plan	Hardin
Human Resources	Hardin
Five Year Plan	Hardin

5. Matters Deemed Appropriate
6. Adjournment

RESOLUTION NO. 2023 – 23

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A COOPERATION AGREEMENT WITH THE
VILLAGE OF GLENWILLOW, CITY OF MACEDONIA, AND
CITY OF TWINSBURG WHICH WILL ALLOW THE CITY OF
TWINSBURG TO APPLY TO THE OHIO PUBLIC WORKS
COMMISSION FOR A POTENTIAL GRANT FOR THE FUNDING
OF THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY
AVENUE AND RAVENNA ROAD INTERSECTION
IMPROVEMENT PROJECT**

WHEREAS, on March 18, 2021, by Resolution 2021-20, Council authorized and directed the Mayor to enter into a Joint Improvement Agreement with the Village of Glenwillow, City of Macedonia, and City of Twinsburg for the Richmond Road, Shepard Road, Broadway Avenue and Ravenna Road Intersection Improvement Project; and

WHEREAS, the City of Twinsburg, City of Macedonia, Village of Oakwood and Village of Glenwillow have agreed to equally split the cost of the Richmond Road, Shepard Road, Broadway Avenue and Ravenna Road Intersection Improvement Project per the terms of the Joint Improvement Agreement; and

WHEREAS, the City of Twinsburg, as authorized by the Joint Improvement Agreement with the City of Macedonia, Village of Oakwood and Village of Glenwillow, has entered into an agreement with the Ohio Department of Transportation (ODOT), identified as Agreement Number 113165 (PID Number 113165) for Federal funding for the Richmond Road, Shepard Road, Broadway Avenue and Ravenna Road Intersection Improvement Project; and

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the State for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission (OPWC) has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions; and

WHEREAS, the City of Twinsburg intends to submit an application to the OPWC for the Richmond Road, Shepard Road, Broadway Avenue and Ravenna Road Intersection Improvement Project, also referred to as “PID 113165 Ravenna-Shepard-Broadway and Richmond Intersection”, and is seeking a Joint Cooperation Agreement as required by the OPWC.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor be and is hereby authorized to enter into a Joint Cooperation Agreement with the City of Twinsburg, City of Macedonia, and Village of Glenwillow, as required

by OPWC for the City of Twinsburg to make application for financial assistance for the following capital infrastructure improvement project:

PID 113165 Ravenna-Shepard-Broadway and Richmond Intersection

SECTION 2. The Village of Oakwood will provide funds equal to 25% percent of the total project cost. Such funds will come from the Street Construction Maintenance and Repair (SCMR) Fund.

SECTION 3. The Village of Oakwood authorizes City of Twinsburg to serve as lead applicant and to sign all necessary documents.

SECTION 4. The Village of Oakwood agrees to pay its 25% of the cost as invoices are due in accordance with the Joint Improvement Agreement for the Richmond Road, Shepard Road, Broadway Avenue and Ravenna Road Intersection Improvement Project.

SECTION 5. The Mayor be and he is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance and further upon the recommendations of the Village Engineer, and approved as to form by the Village Law Director, and all authority granted to and limitations upon the Village Director of Finance.

SECTION 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that it is required to allow for the timely submission of the application for funding by the City of Twinsburg, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

Johnnie A. Warren, President of Council

Debra L. Hladky, Clerk of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V. Gottschalk

RESOLUTION NO. 2023 – xx

PAGE NO. -3-

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2023 - 23 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 2023.

Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2023 - 23 was duly posted on the _____ day of _____, 2023, and will remain posted in accordance with the Oakwood Village Charter

Debra L. Hladky, Clerk of Council

DATED: _____

RESOLUTION NO. 2023 – xx
PAGE NO. -4-

**JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF GLENWILLOW,
MACEDONIA, OAKWOOD, AND TWINSBURG FOR THE RICHMOND, SHEPARD, BROADWAY,
AND RAVENNA ROADS INTERSECTION IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2021, by and between the Village of Glenwillow, Ohio, an Ohio municipal corporation, with its main offices located at 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter referred to as "Glenwillow"), the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Oakwood"), the City of Twinsburg, Ohio, an Ohio municipal corporation, with its main offices located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter referred to as "Twinsburg") and the City of Macedonia, Ohio, an Ohio municipal corporation, with its main offices located at 9691 Valley View Road, Macedonia, Ohio 44056 (hereinafter referred to as "Macedonia") collectively referred to as the "Parties.";

I. RECITALS

A. General Background

1. At the border of Glenwillow, Macedonia, Oakwood and Twinsburg the intersection of Broadway, Richmond, Ravenna, and Shepard Roads are shown on the attached Exhibit A.

2. The section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the Parties, and as shown in Exhibit A, (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1).

3. Starting in 2011, the Parties met to discuss the Project intersection improvements. During the 2011 planning and design of the Project, Twinsburg and Macedonia opted out of participating in the cost of the improvements. The Villages of Glenwillow and Oakwood moved forward to design and construct a portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization. The intersection design and alignment was established to allow for the continuation of the Project to be completed in the future with the participation of Macedonia and Twinsburg.

4. In October 2012, Glenwillow and Oakwood entered into a Cooperative Agreement to distribute the total Local costs of the Project (\$857,876 which included design, construction, property acquisition) equally, 50/50, after subtracting all outside funding secured for the Project including grants and loans. Glenwillow and Oakwood were able to secure funding through low interest loans (OPWC - \$130,453) and grants (CDBG - \$350,000 & OPWC - \$353,664) to install Project improvements within the two communities while accommodating the future improvements within Macedonia and Twinsburg.

5. In 2013, the Villages of Glenwillow and Oakwood completed the construction of the portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization per the terms of the 2012 Cooperative Agreement at a cost to each of \$77,106 or

a total of \$154,212 as reflected in the "Four Corners Improvement Municipal Breakdown" attached hereto and incorporated herein as Exhibit A.

6. In 2017, the Parties entered into a Cooperative Agreement to split the cost equally of the maintenance, repairs and operational costs of the signal and appurtenances at the intersection installed as part of the 2013 Project improvements paid for by Glenwillow and Oakwood.

7. In 2017, the Parties entered into a Cooperative Agreement to split the cost (\$71,800) equally to prepare plans within the Glenwillow, Macedonia, Oakwood and Twinsburg municipal limits as required to complete the needed improvements to realign, add turn lanes and improve drainage for the Project area. The plans were completed as needed to apply for additional outside funding to construct the Project improvements.

8. In 2019, the Parties secured funding (\$1,369,288) for the Project through the Ohio Statewide Urban Congestion Mitigation and Air Quality Funding Program. The City of Twinsburg would be the lead community on the Project and has been coordinating the final planning, engineering and reconstruction of the Project through and as administered by ODOT District 4. The estimated Project Cost to install the balance of the Project including final engineering design, property acquisition, environmental clearances, right of way plan preparation and construction would be \$1,968,990.50 as reflected in Exhibit A. It is anticipated that the Project construction improvements will begin in early 2024.

B. Municipal Authority

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

A. Cooperation

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Twinsburg Duties and Responsibilities

1. The Parties have engineered the Project to date (preliminary engineering to date has been reviewed by the Parties and is approved). Twinsburg will continue to have engineering and administrative responsibilities throughout the duration of the project to coordinate with ODOT and the other Municipalities to obtain environmental clearances and property acquisitions.

2. Twinsburg shall serve as the contracting authority for the Project. Twinsburg shall bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Twinsburg, and shall be responsible to pay all of the cost of such as final engineering, environmental, property acquisition, inspection and construction, subject to reimbursement by the other three Municipalities' as specified herein). Twinsburg shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Twinsburg shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Twinsburg shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency.

4. Twinsburg shall continue to provide changes in engineering plans to ODOT, Glenwillow, Macedonia and Oakwood for approval and upon completion shall provide "as built" plans.

5. Twinsburg shall provide routine inspection reports to ODOT, Glenwillow, Macedonia and Oakwood as needed and as requested.

C. Glenwillow's Duties and Responsibilities

1. Glenwillow shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Glenwillow of the preliminary Project costs. Glenwillow shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Glenwillow shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Glenwillow will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

D. Macedonia's Duties and Responsibilities

1. Macedonia shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Macedonia of the preliminary Project costs. Macedonia shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified,

Macedonia shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Macedonia will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

E. Oakwood's Duties and Responsibilities

1. Oakwood shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Oakwood of the preliminary Project costs. Oakwood shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Oakwood shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

F. Financial Contributions to Project

1. As disclosed in Item C of Exhibit A, it is anticipated that each participant in this Agreement will incur a total combined cost of \$188,479 for the 2013 and 2024 Improvements. In order that all participants shall share equally in the costs of the 2013 and 2024 Improvements, Macedonia and Twinsburg shall each contribute the sum of \$77,106 or a total of \$154,212 toward the 2024 Improvements after which all participants in this Agreement shall contribute equally to the remaining costs of the 2024 Improvements.

G. Annual Audit of Community Cost Participation

1. The Parties shall review the cost participation (Local Funds) of each community at the end of each fiscal year to determine each community's cumulative contribution (Local Funds) towards the Project costs.

2. At the completion of the Project, prior to final invoicing by the City of Twinsburg, all funding resources shall be reviewed by the Parties' Fiscal Agent to confirm each community's cumulative contribution (Local Funds) towards the Project. The cost participation (Local Funds) invoiced to each community by the City of Twinsburg shall be allocated in a fashion which will result in an equal aggregate participation from each community (Local Funds) based on actual final Project cost.

H. Traffic Control

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond and Pettibone Intersection Improvement work shall be completed, traffic will be maintained as approved by each of the safety forces.

I. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.

J. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

To Macedonia: Mayor Nicholas Molnar
City of Macedonia
9691 Valley View Road
Macedonia, OH 44056

To Oakwood: Mayor Gary V. Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

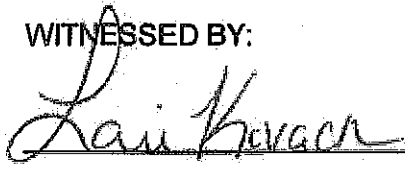
To Twinsburg Mayor Ted Yates
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087

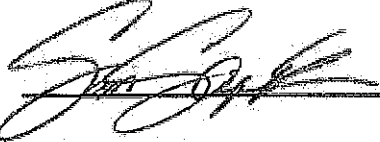
K. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

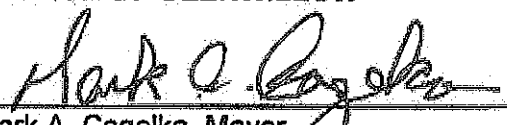
L. Authorization

WITNESSED BY:



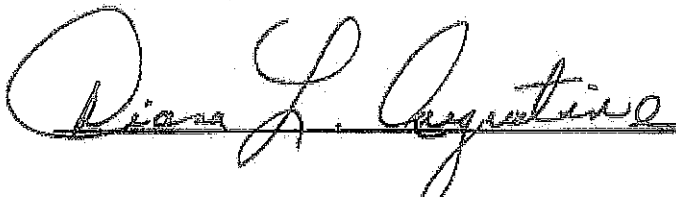


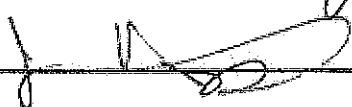
VILLAGE OF GLENWILLOW



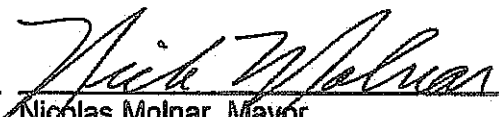
Mark A. Cegelka, Mayor

WITNESSED BY:



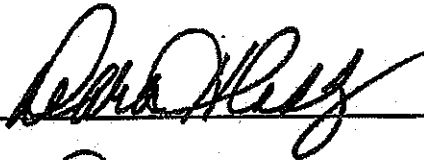
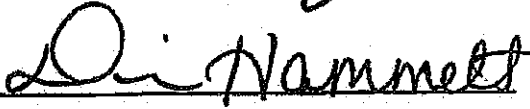


CITY OF MACEDONIA

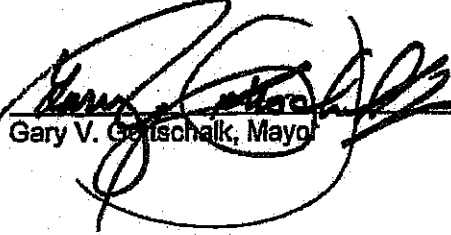


Nicolas Molnar, Mayor

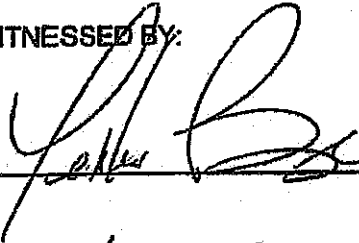
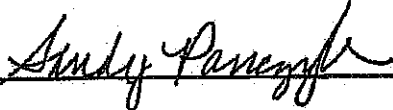
WITNESSED BY:


VILLAGE OF OAKWOOD


Gary V. Gentschalk, Mayor

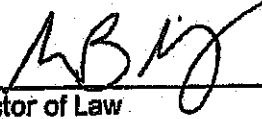
WITNESSED BY:


CITY OF TWINSBURG


Ted Yates, Mayor

Approved as to legal form:


Director of Law
Village of Glenwillow

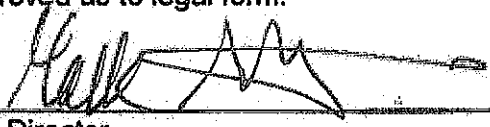
Approved as to legal form:


Director of Law
Village of Oakwood

Approved as to legal form:

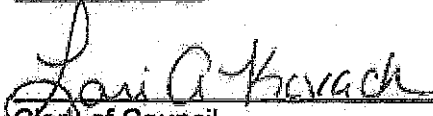

Law Director
City of Twinsburg

Approved as to legal form:



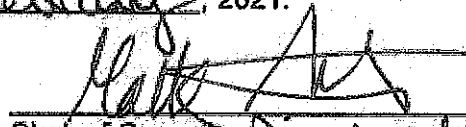
Law Director
City of Macedonia

This Agreement has been authorized by ^{Resolution} Ordinance No. 2021-3-19, adopted by the
Glenwillow Village Council on the 3 day of March, 2021.



Clerk of Council

This Agreement has been authorized by Ordinance No. 13-2021, adopted by the
Macedonia City Council the 25th day of February, 2021.



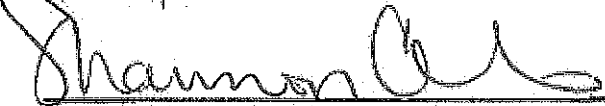
Clerk of Council Director of Law

This Agreement has been authorized by Ordinance No. 2021-20, adopted by the Oakwood
Village Council the 16th day of March, 2021.



Clerk of Council

This Agreement has been authorized by Ordinance No. 16, adopted by the
Twinsburg City Council the 23 day of February, 2021.



Clerk of Council

SAM Unique Entity ID: _____

113166
PID NUMBER

CFDA 20.205

35425
AGREEMENT NUMBER

DUNS NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City

1. of Twinsburg, hereinafter referred to as the LPA, 10075 Ravenna Rd., Twinsburg OH 44087

2. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The INTERSECTION IMPROVEMENT AT SHEPARD RD/RICHMOND RD/BROADWAY AVE/RAVENNA RD BY ADDING RIGHT TURN LANES ON RAVENNA RD AND LEFT TURN LANE ON SHEPARD RD. INCLUDES CURB, SIDEWALKS, SIGNAL AND DRAINAGE IMPROVEMENT (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will

result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. **FUNDING**

- 3.1 The total cost for the PROJECT is estimated to be \$ 3,423,220 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible Right-of-Way and construction costs, up to a maximum of \$1,369,288 in Federal AMATs CMAQ; and 80 percent of the eligible construction costs, up to a maximum of \$1,369,288 in Federal NOACA CMAQ funds. These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. **PROJECT DEVELOPMENT AND DESIGN**

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: ODOT's Office of Local Programs
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC Sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

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

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with Sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC Sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

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

Mayor Sam Scaffide
Twinsburg Government Center
10075 Ravenna Rd
Twinsburg OH 44087

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be

remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

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

If to the LPA:

If to ODOT:

Mayor Sm Scaffide	Jeffrey Cutler, PE
Twinsburg Government Center	ODOT District 4 LPA Manager
10075 Ravenna Rd	2088 South Arlington Rd.
Twinsburg OH 44087	Akron OH 44306
	Jeff.Cutler@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

☐

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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
(B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
(C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

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

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

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

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before



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

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

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



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

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

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*

(C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

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

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have

an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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

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

a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with Section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

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

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

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

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

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

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

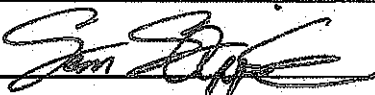
SUM RAVENNA SHEPHERD BROADWAY
COUNTY-ROUTE-SECTION

113166
PID NUMBER

35425
AGREEMENT NUMBER

DUNS NUMBER

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: 	By:
Title: <i>Mayor</i>	Jack Marchbanks Director
Date: <i>2-15-23</i>	Date:

Attachment 1

SUM RAVENNA SHEPHERD BROADWAY
COUNTY-ROUTE SECTION

113165

PID NUMBER

35425

AGREEMENT NUMBER

DUNS NUMBER

PROJECT BUDGET - SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			Other FUNDS- TRC			TOTAL
	amount	%	SAC	amount	%	SAC	amount	%	SAC	
PE Preliminary develop; environ clearance	\$0			\$0			\$0			\$0
PE final design; construction plans and specs	\$0			\$0			\$0			\$0
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$20,000	20	LNTP	\$80,000	80	4TB7	\$0			\$100,000
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0			\$0
CONSTRUCTION fund source 1 AMATs	\$290,089.80	20	LNTP	\$1,160,359.20	80	4TB7	\$0			\$1,450,449
Const. admin. mat'l testing & inspection AMATs	\$32,232.20	20	LNTP	\$128,928.80	80	4TB7	\$0			\$161,161
CONSTRUCTION fund source 2 NOACA	\$308,089.80	20	LNTP	\$1,232,359.20	80	4TB7	\$0			\$1,540,449
Const. admin. mat'l testing & inspection NOACA	\$34,232.20	20	LNTP	\$136,928.80	80	4TB7	\$0			\$171,161
OTHER DIRECT OUT -OF- POCKET EXPENSES (provide details)	\$0			\$0			\$0			\$0
	\$684,644.00			\$2,738,576.00			\$0			\$3,423,220.00

Attachment 2

SUM RAVENNA SHEPHERD BROADWAY
COUNTY-ROUTE-SECTION

113165
PID NUMBER

35425
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

DUNS NUMBER

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

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

We the City of Twinsburg request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____
(CONTRACTOR'S NAME)

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

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

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

CITY OF MACEDONIA
ORDINANCE NO. 13 - 2021

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT
AGREEMENT BETWEEN THE VILLAGE OF GLENWILLOW, VILLAGE OF
OAKWOOD, AND THE CITY OF TWINSBURG RELATIVE TO THE INTERSECTION
AT RICHMOND/BROADWAY/RAVENNA/SHEPARD ROADS

WHEREAS, the City of Macedonia, Village of Glenwillow, Village of Oakwood, and the City of Twinsburg each have territorial boundaries at or near the intersection of Richmond, Broadway, Shepard, and Ravenna Roads ("Intersection"); and

WHEREAS, certain improvements to the Intersection are needed; and

WHEREAS, it has been deemed necessary and in the best interest of the residents of the City of Macedonia to enter into a cooperation agreement with the Village of Glenwillow, Village of Oakwood, and the City of Twinsburg to share in the expense of the Intersection Improvement Project.

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

Section 1. The Council of the City of Macedonia, Ohio hereby authorizes and directs the Mayor to enter into a Cooperation Agreement with the Village of Glenwillow, Village of Oakwood, and the City of Twinsburg to share in the expense of certain improvements to the Intersection as set forth in the document attached and incorporated by reference as Exhibit "A."

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: February 26th, 2021

MAYOR: Nicholas Molnar
Nicholas Molnar, Mayor

ATTEST: Mark V. Guidetti
Mark V. Guidetti, Director of Law

To Codified?

☐

1st Read 3/16/21 2nd Read _____

3rd Read _____

Under Suspension

Yes

ORDINANCE NO. 2021 - 20

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the intersection of Broadway Avenue and Richmond, Ravenna, and Shepard Roads that is shared by the four municipalities, Village of Glenwillow, City of Macedonia, Village of Oakwood and City of Twinsburg (hereinafter collectively referred to as "Municipalities") requires reconstruction of the intersection to improve traffic patterns (hereinafter "Project"); and.

WHEREAS, the Project is located in Four (4) Municipalities; Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Works Commission (OPWC) Districts (District #8 & #1); and

WHEREAS, the Village has negotiated with the other Municipalities to reach terms of a certain Joint Improvement Agreement providing the rights and responsibilities of the Municipalities relating to the Project as it all Municipalities involved; and

WHEREAS, the individual Municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of the foregoing Joint Improvement Agreement which provides a substantial public benefit collectively and individually to each of the Municipalities as well as Cuyahoga and Summit Counties and he

State of Ohio by way of the enhancement of the intersections and public roadways encompassed in the Project; and,

WHEREAS, it is deemed to be in the interests of the Village and the collective interests of the Municipalities to enter into the aforementioned Joint Improvement Agreement setting forth and establishing the rights and responsibilities of the Municipalities regarding the obligations, duties and financial commitment to the improvement Project.

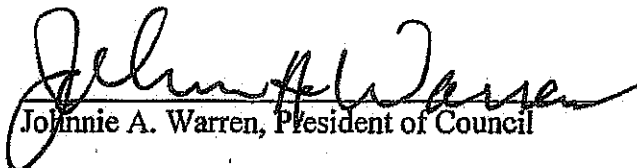
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga and State of Ohio that:

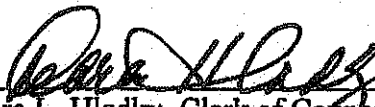
SECTION 1: The Mayor be and hereby is authorized and directed to enter into the Joint Improvement Agreement with the Village of Glenwillow, City of Twinsburg, and the City of Macedonia regarding the Project at the intersection of Broadway Avenue and Richmond, Ravenna and Shepard Roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the Village and for the additional reason of commencing the project in order to coincide with the construction season and gaining the lowest prices on publicly bid projects and, provided it receives the affirmative vote of two-thirds (2/3) of all members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

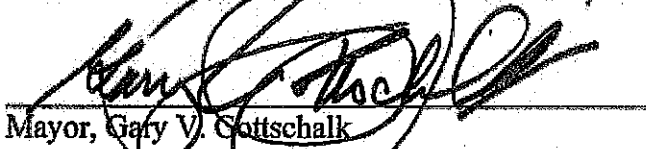
PASSED: March 16, 2021


Johnnie A. Warren, President of Council

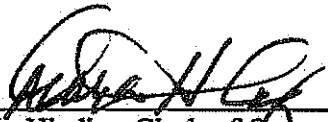

Debra L. Hladky, Clerk of Council

Presented to the
Mayor March 17, 2021

Approved: March 18, 2021

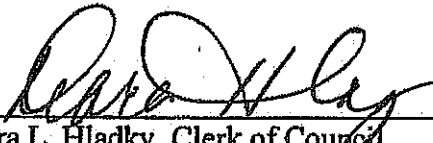

Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 20 was duly and regularly passed by this Council at the meeting held on the 18 day of March, 2021.


Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - 20 was duly posted on the 19 day of MARCH, 2021, and will remain posted for a period of fifteen (15) days thereafter in accordance with the Village Charter.


Debra L. Hladky, Clerk of Council

DATED: March 19 2021

VILLAGE OF GLENWILLOW

RESOLUTION NO. 2021-03-19

To Codified Ordinance Book:
Book?

Yes _____ No X

First Reading _____

Second Reading _____

Third Reading _____

Waiver of

3 reading

rule?

INTRODUCED

BY: Mayor Cegelka and Council as a Whole

Yes X

No _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT BETWEEN
THE MUNICIPALITIES OF GLENWILLOW,
MACEDONIA, OAKWOOD, AND TWINSBURG
FOR THE RICHMOND, SHEPARD, BROADWAY,
AND RAVENNA ROADS INTERSECTION
IMPROVEMENT PROJECT;
AND DECLARING AN EMERGENCY**

WHEREAS, the municipalities of Glenwillow, Macedonia, Oakwood, and Twinsburg wish to cooperate fully in order to provide a needed enhancement for a public roadway shared by the communities, and to do so in a timely, efficient, and economical manner,

BE IT RESOLVED by the Council of the Village of Glenwillow, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor be, and he hereby is, authorized to enter into an Agreement between the municipalities of Glenwillow, Macedonia, Oakwood, and Twinsburg for the Richmond, Shepard, Broadway, and Ravenna Roads intersection improvement project, a copy of which Agreement is in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein as if by reference.

Section 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare. The reason for the emergency is the Village's need to improve the intersection of Richmond, Shepard, Broadway, and Ravenna Roads, therefore, said Resolution shall be in full force and effect immediately upon its adoption, otherwise from and after the earliest period allowed by law.


MAYOR MARK A. CEGELKA

Signed this 3 day of March, 2021

PASSED: 6-0

ATTEST: Lori Kovach
LORI KOVACH, Clerk of Council

I, Lori Kovach, Clerk of Council of the Village of Glenwillow, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Resolution No. 2021-03-19 was duly and regularly passed by this Council at the meeting held on the 3 day of March, 2021.

POSTING CERTIFICATION

I, Lori Kovach, Clerk of Council of the Village of Glenwillow, County of Cuyahoga, and State of Ohio, do hereby certify that Resolution No. 2021-03-19 was duly posted on the 4 day of March, 2021, and will remain posted for a period of fifteen (15) days thereafter in Village Hall.

Date: 3/3/2021, 2021

Lori Kovach
Lori Kovach, Clerk of Council

**JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF GLENWILLOW,
MACEDONIA, OAKWOOD, AND TWINSBURG FOR THE RICHMOND, SHEPARD, BROADWAY,
AND RAVENNA ROADS INTERSECTION IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2021, by and between the Village of Glenwillow, Ohio, an Ohio municipal corporation, with its main offices located at 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter referred to as "Glenwillow"), the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Oakwood"), the City of Twinsburg, Ohio, an Ohio municipal corporation, with its main offices located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter referred to as "Twinsburg") and the City of Macedonia, Ohio, an Ohio municipal corporation, with its main offices located at 9691 Valley View Road, Macedonia, Ohio 44056 (hereinafter referred to as "Macedonia") collectively referred to as the "Parties.";

I. RECITALS

A. General Background

1. At the border of Glenwillow, Macedonia, Oakwood and Twinsburg the intersection of Broadway, Richmond, Ravenna, and Shepard Roads are shown on the attached Exhibit A.

2. The section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the Parties, and as shown in Exhibit A, (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1).

3. Starting in 2011, the Parties met to discuss the Project intersection improvements. During the 2011 planning and design of the Project, Twinsburg and Macedonia opted out of participating in the cost of the improvements. The Villages of Glenwillow and Oakwood moved forward to design and construct a portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization. The intersection design and alignment was established to allow for the continuation of the Project to be completed in the future with the participation of Macedonia and Twinsburg.

4. In October 2012, Glenwillow and Oakwood entered into a Cooperative Agreement to distribute the total Local costs of the Project (\$857,876 which included design, construction, property acquisition) equally, 50/50, after subtracting all outside funding secured for the Project including grants and loans. Glenwillow and Oakwood were able to secure funding through low interest loans (OPWC - \$130,453) and grants (CDBG - \$350,000 & OPWC - \$353,664) to install Project improvements within the two communities while accommodating the future improvements within Macedonia and Twinsburg.

5. In 2013, the Villages of Glenwillow and Oakwood completed the construction of the portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization per the terms of the 2012 Cooperative Agreement at a cost to each of \$77,106 or

a total of \$154,212 as reflected in the "Four Corners Improvement Municipal Breakdown" attached hereto and incorporated herein as Exhibit A.

6. In 2017, the Parties entered into a Cooperative Agreement to split the cost equally of the maintenance, repairs and operational costs of the signal and appurtenances at the intersection installed as part of the 2013 Project improvements paid for by Glenwillow and Oakwood.

7. In 2017, the Parties entered into a Cooperative Agreement to split the cost (\$71,800) equally to prepare plans within the Glenwillow, Macedonia, Oakwood and Twinsburg municipal limits as required to complete the needed improvements to realign, add turn lanes and improve drainage for the Project area. The plans were completed as needed to apply for additional outside funding to construct the Project improvements.

8. In 2019, the Parties secured funding (\$1,369,288) for the Project through the Ohio Statewide Urban Congestion Mitigation and Air Quality Funding Program. The City of Twinsburg would be the lead community on the Project and has been coordinating the final planning, engineering and reconstruction of the Project through and as administered by ODOT District 4. The estimated Project Cost to install the balance of the Project including final engineering design, property acquisition, environmental clearances, right of way plan preparation and construction would be \$1,968,990.50 as reflected in Exhibit A. It is anticipated that the Project construction improvements will begin in early 2024.

B. Municipal Authority

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

A. Cooperation

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Twinsburg Duties and Responsibilities

1. The Parties have engineered the Project to date (preliminary engineering to date has been reviewed by the Parties and is approved). Twinsburg will continue to have engineering and administrative responsibilities throughout the duration of the project to coordinate with ODOT and the other Municipalities to obtain environmental clearances and property acquisitions.

2. Twinsburg shall serve as the contracting authority for the Project. Twinsburg shall bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Twinsburg, and shall be responsible to pay all of the cost of such as final engineering, environmental, property acquisition, inspection and construction, subject to reimbursement by the other three Municipalities' as specified herein). Twinsburg shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Twinsburg shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Twinsburg shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency.

4. Twinsburg shall continue to provide changes in engineering plans to ODOT, Glenwillow, Macedonia and Oakwood for approval and upon completion shall provide "as built" plans.

5. Twinsburg shall provide routine inspection reports to ODOT, Glenwillow, Macedonia and Oakwood as needed and as requested.

C. Glenwillow's Duties and Responsibilities

1. Glenwillow shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Glenwillow of the preliminary Project costs. Glenwillow shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Glenwillow shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Glenwillow will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

D. Macedonia's Duties and Responsibilities

1. Macedonia shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Macedonia of the preliminary Project costs. Macedonia shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified,

Macedonia shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Macedonia will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

E. Oakwood's Duties and Responsibilities

1. Oakwood shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Oakwood of the preliminary Project costs. Oakwood shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Oakwood shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

F. Financial Contributions to Project

1. As disclosed in Item C of Exhibit A, it is anticipated that each participant in this Agreement will incur a total combined cost of \$188,479 for the 2013 and 2024 Improvements. In order that all participants shall share equally in the costs of the 2013 and 2024 Improvements, Macedonia and Twinsburg shall each contribute the sum of \$77,106 or a total of \$154,212 toward the 2024 Improvements after which all participants in this Agreement shall contribute equally to the remaining costs of the 2024 Improvements.

G. Annual Audit of Community Cost Participation

1. The Parties shall review the cost participation (Local Funds) of each community at the end of each fiscal year to determine each community's cumulative contribution (Local Funds) towards the Project costs.

2. At the completion of the Project, prior to final invoicing by the City of Twinsburg, all funding resources shall be reviewed by the Parties' Fiscal Agent to confirm each community's cumulative contribution (Local Funds) towards the Project. The cost participation (Local Funds) invoiced to each community by the City of Twinsburg shall be allocated in a fashion which will result in an equal aggregate participation from each community (Local Funds) based on actual final Project cost.

H. Traffic Control

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond and Pettibone Intersection Improvement work shall be completed, traffic will be maintained as approved by each of the safety forces.

I. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.

J. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

To Macedonia: Mayor Nicholas Molnar
City of Macedonia
9691 Valley View Road
Macedonia, OH 44056

To Oakwood: Mayor Gary V. Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

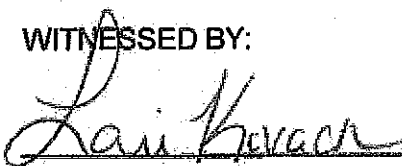
To Twinsburg Mayor Ted Yates
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087

K. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.


L. Authorization

WITNESSED BY:



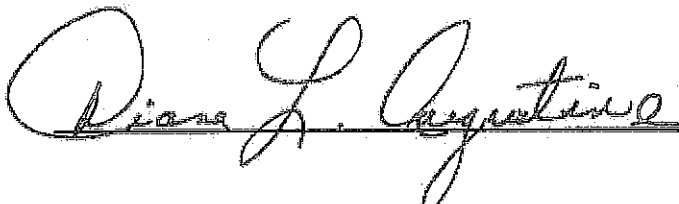



VILLAGE OF GLENWILLOW



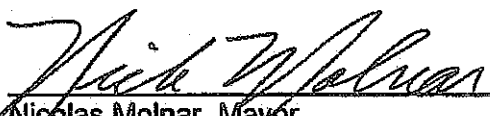
Mark A. Cegelka, Mayor

WITNESSED BY:






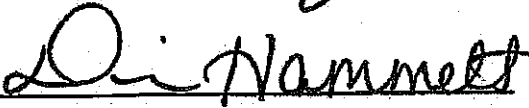
CITY OF MACEDONIA



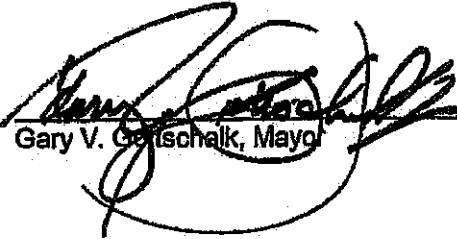
Nicholas Molnar, Mayor

WITNESSED BY:

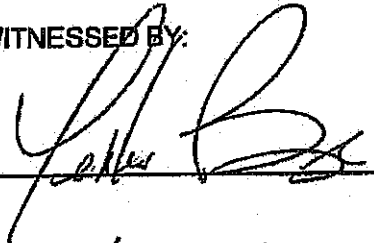




VILLAGE OF OAKWOOD



Gary V. Gotschalk, Mayor

WITNESSED BY:







CITY OF TWINSBURG


Ted Yates, Mayor


Approved as to legal form:


Director of Law
Village of Glenwillow

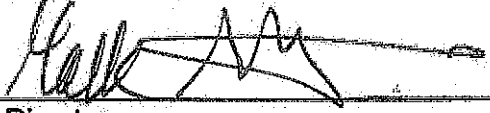
Approved as to legal form:


Director of Law
Village of Oakwood

Approved as to legal form:

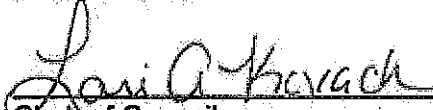

Law Director
City of Twinsburg

Approved as to legal form:




Law Director
City of Macedonia

This Agreement has been authorized by ^{Resolution} Ordinance No. 2021-3-19, adopted by the
Glenwillow Village Council on the 3 day of March, 2021.



Clerk of Council

This Agreement has been authorized by Ordinance No. 13-2021, adopted by the
Macedonia City Council the 28th day of February, 2021.



Clerk of Council Director of Law

This Agreement has been authorized by Ordinance No. 2021-20, adopted by the Oakwood
Village Council the 16th day of March, 2021.



Clerk of Council

This Agreement has been authorized by Ordinance No. 16, adopted by the
Twinsburg City Council the 23 day of February, 2021.



Clerk of Council

CITY OF TWINSBURG, OHIO

ORDINANCE 16-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH GLENWILLOW, MACEDONIA AND OAKWOOD FOR THE RICHMOND, SHEPARD, BROADWAY, AND RAVENNA ROADS INTERSECTION IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the four municipalities set forth herein (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1); and

WHEREAS, the City has negotiated with neighboring communities to reach terms to a joint agreement providing the rights and responsibilities of those communities as it relates to an intersection that impacts all communities involved; and

WHEREAS, the individual municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio; and

WHEREAS, in cooperation with the communities of Oakwood Village, the Village of Glenwillow, and the City of Macedonia, the City agrees to enter into an Agreement setting forth and establishing the right and responsibilities of the communities regarding the obligations, duties and financial commitment to the improvement Project.

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

SECTION I: That the Mayor is hereby authorized and directed to enter into a Joint Improvement Agreement with the Village of Glenwillow, Oakwood Village, and the City of Macedonia regarding the intersection improvement project at the intersection of

Richmond, Broadway, Ravenna and Shepard roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

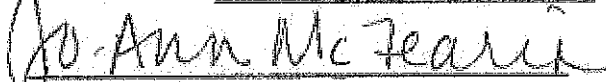
SECTION II: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised code.

SECTION III: That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the City of Twinsburg, and for the additional reason of commencing the project in order to coincide with the construction season and garner the lowest prices on publicly bid projects, and provided it receives the affirmative vote of five or more members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

PASSED: 2/23/2021

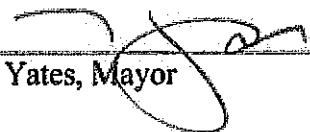
APPROVED: 2/23/2021


EFFECTIVE: 2/23/2021


Jo-Ann McFearn, President of Council

Submitted to the Mayor for approval this
23 day of February, 2021

Approved by the Mayor 2/23, 2021


Ted Yates, Mayor

ATTEST:

Shannon Collins
Clerk of Council

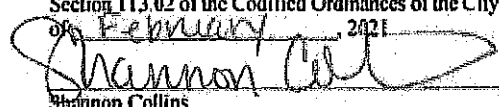
1st Rdg. 2/23/2021
2nd Rdg. —
3rd Rdg. —

Passed: 2/23/2021

Yes 7 No 0

CERTIFICATE OF POSTING

I, Shannon Collins, Clerk of Council, of the City of Twinsburg, State of Ohio, do hereby certify that publication of the foregoing ordinances, resolutions was duly made by posting true copies thereof at five of the most public places in said City as determined by Section 113.02 of the Codified Ordinances of the City of Twinsburg, each for a period of fifteen days commencing on the 24 day of February, 2021.



Shannon Collins
Clerk of Council
City of Twinsburg

To Codified?

☐

1st Read 3/16/21 2nd Read _____

3rd Read _____

Under Suspension _____

Yes

ORDINANCE NO. 2021 – 20

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the intersection of Broadway Avenue and Richmond, Ravenna, and Shepard Roads that is shared by the four municipalities, Village of Glenwillow, City of Macedonia, Village of Oakwood and City of Twinsburg (hereinafter collectively referred to as "Municipalities") requires reconstruction of the intersection to improve traffic patterns (hereinafter "Project"); and.

WHEREAS, the Project is located in Four (4) Municipalities; Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Works Commission (OPWC) Districts (District #8 & #1); and

WHEREAS, the Village has negotiated with the other Municipalities to reach terms of a certain Joint Improvement Agreement providing the rights and responsibilities of the Municipalities relating to the Project as it all Municipalities involved; and

WHEREAS, the individual Municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of the foregoing Joint Improvement Agreement which provides a substantial public benefit collectively and individually to each of the Municipalities as well as Cuyahoga and Summit Counties and he

State of Ohio by way of the enhancement of the intersections and public roadways encompassed in the Project; and,

WHEREAS, it is deemed to be in the interests of the Village and the collective interests of the Municipalities to enter into the aforementioned Joint Improvement Agreement setting forth and establishing the rights and responsibilities of the Municipalities regarding the obligations, duties and financial commitment to the improvement Project.

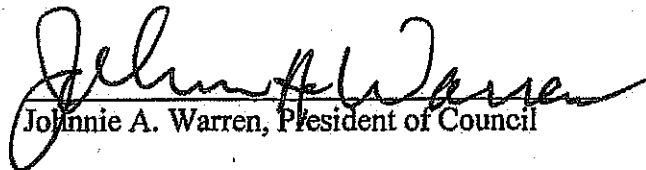
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga and State of Ohio that:

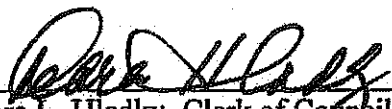
SECTION 1: The Mayor be and hereby is authorized and directed to enter into the Joint Improvement Agreement with the Village of Glenwillow, City of Twinsburg, and the City of Macedonia regarding the Project at the intersection of Broadway Avenue and Richmond, Ravenna and Shepard Roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the Village and for the additional reason of commencing the project in order to coincide with the construction season and gaining the lowest prices on publicly bid projects and, provided it receives the affirmative vote of two-thirds (2/3) of all members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

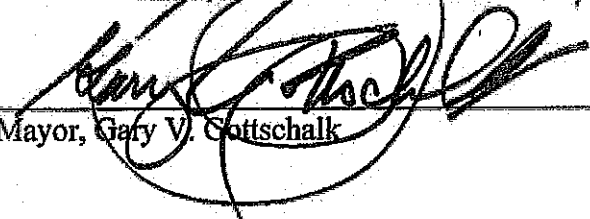
PASSED: March 16, 2021


Johnnie A. Warren, President of Council

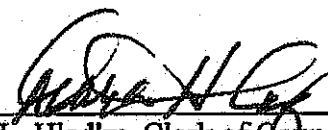

Debra L. Hladky, Clerk of Council

Presented to the
Mayor March 17, 2021

Approved: March 18, 2021



Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2021 20 was duly and regularly passed by this Council at the meeting held on the 18 day of March, 2021.


Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2021 - 20 was duly posted on the 19 day of March, 2021, and will remain posted for a period of fifteen (15) days thereafter in accordance with the Village Charter.


Debra L. Hladky, Clerk of Council

DATED: March 19 2021

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-04-11

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1*
Eloise Hardin, Ward 2
Mary Davis, Ward 4
Candace Williams, Ward 5

Gary Gottschalk, Mayor
Jim Climer, Law
Tom Haba, Service
Dave Tapp, Fire
Mark Garratt, Police
Dan Marinucci, Building

ABSENT

Paggie Matlock, Ward 3
Carlean Perez, Recreation

Brian Thompson, Finance
Ed Hren, Engineering

Meeting opened at 7:05pm
Pledge of Allegiance

No minutes were approved and no correspondence to share.

Departmental Reports

Fire- Tapp: gave no report.

Service-Haba: We had some wind damage on the pavilion roof. It is in the hands of the insurance company. We are looking at new picnic tables this year. **Davis** asked if the expense is under Service or Recreation. **Haba:** We put it under recreation. **Warren:** It will most likely be charged under the Village since it is a village owned building. **Hardin** asked about garbage overflowing from a rubbish can weekly. **Haba:** If the lid isn't closed, they don't have to pick it up, they are picking these items up now, but we don't know for how long, **Hardin** asked about the schedule. **Haba:** I contacted them but, am waiting to hear back.

Police-Garratt: We had two retirees this week; Al Grant and Mitchell.

Law-Climer: Council has 2023-14 for the Clerk of Council. It is the same version as before. This can be added to the agenda if you choose to,

Mayoral-Mayor: Ohio Cat expansion was approved. Sofie which develops treatment for Alzheimer's has a \$3.5 million expansion. I will have that at the next Council meeting asking for 90% CRA. This underscores our brand of being northeast Ohio's high-tech and medical research operations in Ohio. I do not see any issue with the schools. Also, at the next meeting I will review with Council a company wanting to hire 50 ambulance drivers. I have given Council the 2023 Road program in the amount of \$109,000 for county roads. We already received a check for \$250,000 for ARPA funds for Oakleaf. Ed Hren and I were downtown for the second reading of their legislation. On another note, a lady ran into our car making a turn into traffic hitting the passenger side of our vehicle where I was sitting. She didn't have any insurance, so she got back in her car and took off. We had the car towed. A Cleveland officer appeared 30 minutes after the incident. Additionally, I have a meeting with the County Executive Director, Chris Ronayne along with Senate Rep District 18. On the matter of Cleveland Water Line Replacement Program, all our roads must be ODOT inspected first. This legislation will be at the next meeting. **Hardin** asked about it. **Mayor:** It involves lead surface line replacement with copper tubing. **Hardin** asked the cost to review the roads. **Mayor:** About \$8,000 which is necessary. Lastly, Live Nation 1490AM came to two of our concerts, Jackie Wilson and Elvis shows. These concerts will remain at the shopping center

unless it rains, it will be at the Fine Arts Center. I am looking at Hotel California (tribute to the Eagles) and Dancing Queen (Bee Gees tribute band). He added, Mr. Bugarcic moved his chickens. We have a court date of May just in case they come back. **Warren** asked if we have that in writing. **Mayor**: They are gone for now. **Climer**: We will contact his attorneys. **Hardin**: We want to comply for this project but how much. **Mayor**: Between \$5-8,000 for the road inspections. **Warren** asked him to confirm that amount. **Davis** asked about the May date for Bugarcic. **Mayor**: I will have to get that to you. It is a jury trial. **Williams**: How do we define reasonable in a public records request. **Climer**: There are a lot of things to consider; the number of records, time frame in which to work, clarity of the request. **Williams**: So we just make up the rules as a request comes in. **Climer**: That is not true. The courts addressed the requests on a reasonable timeframe. **Williams**: So, there are guidelines in the Ohio Revised Code. We had a meeting on March 29th and I requested Fire Dept. salaries separated from their budget and year end salaries as well as Fire Chief, Assistant Chief, Acting Fire Chief. Brian said he was short-staffed, and he just got back yesterday. I wanted to make sure how we are doing with that? **Warren**: We are short staffed. He has to hire new people and train them. **Williams**: Do we know when we will fill those positions? **Mayor**: Ralph will be coming back part time. **Williams**: Do we know when he is coming back? **Mayor**: The next few weeks.

Open Floor Comments

Pat Malone 22796 Drake Road: I am here for my monthly update on Fair Oaks. **Mayor**: The roadwork will begin in June. Fair Oaks and Alexander realignment will take place. In the meantime, the road will be completed from Broadway to Oak Leaf. The entry of that site must be established as well. **Malone**: This is all dependent upon Kroger. **Mayor**: The realignment of that intersection has to be done, but 85% will be completed and the last 15%. **Malone**: When will it be done. **Mayor**: It will be done satisfactorily. **Malone**: I don't know if I can believe you or not. You said May at first. You said we were going to put up a noise barrier, but now we can't do that. We were going to put trees up. **Mayor**: The road will be 85% done. We are waiting for Kroger because of the \$25 million merger with Albertson and the White House is involved now. In the meantime, we are moving forward with this project. That is the reason for the delay. **Malone**: Last year, Albertson wasn't in the equation. **Mayor**: Albertson wasn't part of that last year. There was an anticipation of higher grocery prices. A merger isn't the issue, it is too much rain in California, fertilizer prices are up, and delivery costs. Prices are not going down amid anti-trust regulations. You are dealing with career politicians. Kroger/Albertson merger is 22% of the market, Costco and Amazon are about 10%. **Malone**: I was speaking. When this all starting with Fair Oaks, it was way before Kroger. You promised me we are going to get it done. Thank God for Tommy's crew trying to make it halfway decent. I don't believe Kroger will get done. Chief Garratt, we have replacements for the retiring officers. **Garratt**: We can't fill those until we have a vacancy. We are looking at lateral transfers and open hiring. **Malone**: Fire Chief, is everything at I Schuman resolved? **Tapp**: Our part is completed. **Malone**: As far as the air quality. I don't have much faith in EPA. When we smell burning from Agmet Metal, I call them, and I don't get answers. **Tapp**: I will contact the State on their report. **Warren**: The EPA and other agencies were controlling that site. We are waiting for the results. **Mayor**: Other agencies were involved, not just EPA. **Malone** thanked them for their time.

Ben Sizemore 25091 Garden Rd: I heard on the news lead is bad in this area. Agmet Metals don't help either. Are there plans to get a low budget to get people's driveways done, work on their house? **Mayor**: Agmet is spending \$9 million dollars for safety equipment. **Sizemore**: Kids are suffering. Our decisions are affecting them. **Mayor**: At the last meeting, we introduced an advanced learning center in Oakwood with credited classes on careers in medicine. The few doctors you have are concerned about losing their jobs with government involvement. The best we can do is educate our youngsters to understand what will be in demand in the next 3-5 years, not worrying about the government. **Sizemore**: We need to take care of our own back yard instead of passing the buck to someone else. It is terrible to go outside, and it smells like an electrical fire all the time. I have grandkids, I love them, and I love every kid on our street. We walk the streets. We can have all the concerts we want, build a grocery chain, but I just want you to do your job. **Mayor**: There have only been two complaints since Christmas. I wouldn't have allowed the smokestack industry if I were Mayor when they came into the Village. **Sizemore**: I understand that. I have been to Washington and the State. We messed up every generation with NAFTA. Then the problems with Southeastern Ohio. **Mayor**: I believe East Palestine will be inhabitable in 3-5 years. **Sizemore**: I am only asking you all to do your job. **Warren**: I sent out newsletters about programs available

to the residents from agencies in Cuyahoga County to assist in those issues including exterior home repairs, low interest loans. **Sizemore:** I care. All my neighbors have to do is look at me and I will help them. **Warren:** I was at the I Schuman site. The reporter was there, and I met with him. I was told I couldn't go past a line due to the ecological issues there. They have to identify the chemicals there. It is out of our hands. Our Fire Chief can't even be involved now. I got the report from the Fire Chief. It ended up being a 180. We have a part time dept. which coordinated 13 other departments to contain that fire and explosion within 2.5 hours. I am proud of our Fire Dept. **Sizemore:** These guys do their job. **Warren:** If we can do anything legally, we will, but right now the EPA is controlling it. **Sizemore:** I would get hold of Sherrod Brown. I have spoken to him before. **Warren:** We are pursuing that and looking at that. I will get the information from the agency before it comes out. You can call me. **Sizemore:** I appreciate it. **Mayor:** You have more issues in the ground than emissions in the air. **Sizemore:** You go there in the summer. You can smell it. **Mayor:** There is a new operation there and it has been better. They shut down when I get a call from a resident because I call them. **Hardin:** I have a newsletter going out about the programs the President shared. He has information on 211. **Sizemore:** When you have corporations get in front of a judge and lie. That is sad.

Karen Howse, Oakwood Village: I asked a question previously about an address. Could you provide me in the sunshine laws that a resident has to give their address. **Climer:** It isn't required. **Howse:** That must be a format you use. **Climer:** I believe it is in the rules of Council. If you are aware that is illegal. **Howse:** I never said that. **Climer:** It isn't required but not prohibited either. **Howse:** Last time I was here, I asked about 2021-79 and 2021-80. I mentioned appropriations being passed without attachments. This year was the first-year appropriations were passed without them. If you can look that up. The previous Clerk of Council switched 2021-79 which should be permanent appropriations and 2021-80 as temporary. The evidence to the fact is they were passed without the attachments. It is in your minutes in 2022. It was asked about it by one of the Council members. Can Council investigate that. It happened in January or February. I am saying this because I have a concern that I am a resident. What happened to accountability. I have nothing against the Mayor or Finance Director. They are doing their job, but accountability is important for Council. When things come before you, you have more power than you know. You can disagree then come up with an answer. You have your own convictions. None of these seats are birthrights. Every time you have a Council meeting don't despair if they are asking questions. Instead of thinking they are against the Village, how about they are for the village when they ask questions. I challenged the Mayor but I don't have anything against the Mayor. We worked together on what we presented to the Council was on point. When I was here, I made presentations, so you didn't have to ask questions. I didn't have an issue being transparent. I have a problem with legislation being passed without attachments. How can you pass budgets and not know what you are passing. It wasn't until I said something that it was noticed. We closed with \$72,000 in the general fund. That was your carryover. **Mayor:** There were reimbursements of over \$300,000 from the County coming in. **Howse:** I have the floor. **Mayor:** Point of order. **Warren** gaveled. **Howse:** At the end of this year there was \$142,000. I know you don't feel comfortable about building a reserve. The Chief of Police said two people are retiring. What if they retired in January? Would we have enough to cover the payout? You would be using special revenues to do that. You should never feel comfortable dealing with legislation in fear the Mayor won't support you. You can't be afraid to say no to legislation with the fear someone will be upset with you. Most of you have been here a long time. Just like the Mayor yells. I know he doesn't mean it but that doesn't bother me. I can yell back. We can communicate way better. I don't bow down to people who talk loudly at me. I respect you and I expect you to respect me when I am on the floor and as a resident. You tell me to call you. I do call you and you tell me, I don't have time. I just got back from working out, I'm swimming. I know you have a life but when I am calling you and it is rare, you can have a conversation with me. I expect a call back as a resident. **Mayor:** I do call back. We have the fourth lowest property tax. **Howse:** Mayor, stop it. You know as well as I do, I know that. **Warren:** Let's move on. **Howse:** I need you to show me where all this money is. I am saying where is your comfort when you are passing legislation. Be mindful of that because it matters. When you talk about the learning center who does that benefit again? Is that private sector, public sector, is that only benefiting the gifted? **Mayor:** Here we go again. **Warren:** Mayor, she is talking. **Mayor:** We can't take care of all. **Howse:** Mayor I am talking. **Warren:** Just to let you know Ms. Howse, Mayor, stay out of it. **Howse:** You mentioned advanced learning center. I asked if that is for the public or private sector. **Warren:** It has nothing to do with the village funds or Council. He mentioned it as a courtesy. **Howse:** We do have a public school district and I advocate for them. If there is anything we can do to

enhance our district, I am all for it. If we have STEM programs, trades, I am all for that. That is what I would address in the public forum. What can we do to help them. Our property taxes do pay for our school district. People move to communities for the school district. I will say my prayers for the Police and Fire Departments because you have hard jobs. There are two sides to every coin. Every time I hear the news, I do pray for your safety every day. I will never dummy down or be bullied just because I am expressing my opinion. I will comment as much as I can. I will not degrade you, but I don't want that in return. **Warren:** You are right. You made an imprint. You worked with me, and I made sure you stayed in that position, so you had my protection. When he wanted Tryon Road done at a no interest loan. I told him we will go for a 50% grant, and we did. With the Engineer's assistance we went to the state. I always stood up for our residents, our employees, and never gave him a stamp of approval. People have seen us in Council meetings. **Howse:** I want to rescind that statement. What I will say is this, I am asking Council to fight for the residents and Mayor, you work for the residents. You cannot get upset because someone has a different view than yours. **Mayor:** Other than Ms. Williams. **Howse:** If she has a difference of opinion. What would it be like if we all had the same ideas, what would be the originality of the city. That is why we have seven people in seven wards to bring uniqueness. **Mayor:** That is exactly what you have. **Howse:** You cannot have temper tantrums because someone disagrees with you. I worked with you for a long time; 12 years as the Finance Director. I know how you work. I know when to walk away. Johnnie, you are right, don't look at them as working against the grain or against you. We have young people coming in here. They think differently and it is time for you to think differently. Encourage these young people who are coming. Encourage them to come to Council meetings and bring ideas. **Mayor:** I want to say. **Warren:** Point of order. You are welcome and I appreciate you coming. **Hardin:** I can't hold it another minute. I can't do this. We don't have the core anymore. It is totally out of control, and it starts with the Mayor. That means there is a lack of respect. This has got to stop. I look at what happened in Tennessee. It is right here. There is no core. No respect for Council, for the people, this is called a Council meeting and at any point in time, we can ask for the Mayor's information in writing. If the Mayor cannot control himself and respect this body. This is the day. I have been wondering how much longer. I have been here for many years. Tonight, is the night. I have learned from these young people; we have an obligation to mentor these people. We are not accepting your crap. We need an organized unity to respect the rules. The rules have gone out of the window. Mayor, you are awesome at community development, but this cannot continue. I cannot sit here another meeting. I pray you never do this again. I have been upset all day because I dreaded this happening. It is time we have professionalism Mayor. You have Police and Fire here and the Service here. These people work hard but to come here and have to hear this. I am tired of it. I am sick of this. The information you gave us when we question it cannot keep going on Mr. President. This is not acceptable. Mayor, you are a much better person than this. All you do, on nights like this you disrespected this Council tonight and that is why I am upset. She expressed her opinion. If I leave no other legacy but Ms. Hardin spoke up and we are going to use decorum in meetings. We will have mutual respect. **Mayor:** All I wanted to do was correct a statement. The closing balance for the year was \$75,000 but was not said there wasn't a problem because we were getting over \$300,000 from the County in the next few months. That had not been said. **Hardin:** But you interrupted her and didn't let her finish. **Warren:** The bottom line is she was accurate in stating the carryover was \$72,000. You can't count what you haven't received yet. It is the report that is the issue. For years we have talked about having a plan for a separate account with at least \$25,000 a year and the only way it would be touched would be authorization of Council. **Hardin:** We talked about that 15 years ago. I appreciate that we work together to make it happen. We know what we have to do. It is how you say it. This is embarrassing. This is a public record. This is crazy. No more should this go on. You don't hit the gavel I am ready to get up and walk out of here. Mr. President, I will ask for decorum. Mr. Mayor, we have been around for many years. It is time to stop. Who needs this? **Mayor:** Audience should know there was \$300,000 coming from the County in two months. That wasn't being said. **Williams:** That is part of the problem. We always do that each year. We can't go on what we don't have. That is improper way. **Mayor:** If it wasn't expected. **Williams:** What if the County was in trouble, you cannot count on future funds. That is why we need to have a reserve budget, so we don't overload this village. It is horrible practice; it is not the best practice for finance. It isn't relevant to her point of what we end the year at. **Howse:** I was going to say, you close one year at \$72,000 in the general fund. The money coming back to you, you didn't get an advance to support special revenue funds which means the funds go back into the special revenue funds. You aren't paying yourself back. I am fully aware of how that works. When you are passing budget legislation you want to make sure you have a reserve for our employees who have been

dedicated for years. You need to make sure their pension and accruals are paid out. You need to work on that. I have said that in previous Council meetings. I am not saying anything deceptive to make the village look mad. I live here but I know how to read financial statements. Because I have that information, why not share it with the community. It is a public record. If you can, show me where that money is coming and show me when it is put back in the general fund.

Mayor: It is interesting, I can't underscore enough the County has the 9th biggest population loss in the entire United States. The interim suburbs are broke and can't raise taxes. If you have 100% credit, you don't have to pay Oakwood anything. In South Euclid you couldn't get a tax increase of over 3%. They had to decrease their credit to zero. They pay where they work and where they live. Many are having to do the same thing. We fortunately don't have to. We have a vision and with the proper team to attract the type of companies to work. Cleveland has 375 officers resigned or left. The buildings are empty and being turned into apartments. We aren't conventional and you do what you have to do. The point of having the 4th lowest property tax in the County is huge. Give all the glory to God.

Closed Floor

Legislation

2023-13 A resolution authorizing participation in the ODOT Road Salt Contracts awarded in 2023

Motion to suspend made by Hardin seconded by Gaither

VOTE – YES: Warren, Gaither, Callender, Hardin, Davis, Williams

Motion to adopt made by Hardin, seconded by Callender

VOTE – YES: Warren, Gaither, Callender, Hardin, Davis, Williams

Climer: I request 2023-14 Appointment of Dionna Hammett as interim Clerk of Council. This is necessary because the interim Clerk of Council will not be available for the next month or so. **Williams:** Were you aware you are being appointed. **Hammett:** They asked me to step in when a new Clerk is here. It is just to be here for April. **Williams:** We created legislation without having a conversation with her? **Warren:** The Mayor supposedly talked to her about it. **Williams:** It is up to her. **Warren:** You didn't know? **Hammett:** I was surprised to see it. **Williams:** Do you have any conversations? You need to consider it. **Hammett:** It was brought to me as a fill in roll down the line. I wasn't aware of it in that respect. There are questions I have. **Davis:** Debbie is gone in April. **Hammett:** She can't do May. **Warren:** She is giving us a opportunity to train the new Clerk in May. **Williams:** We may need to raise the compensation if there are additional roles. This is very inappropriate. **Warren:** She was aware of the position, and she was setting up the office. Last week she and I talked, **Hammett:** I knew I would fill in for this meeting. **Hardin:** We need someone to sign off on legislation. Is this overtime? **Hammett:** It is \$100 a meeting. **Davis:** Will you be transcribing? **Hammett:** Debbie is still doing the typing. I am here to do this. **Warren:** Debbie said she would be doing things remotely and communicating with you. **Hardin:** I suggest, if she was told \$100 a meeting, who said that? **Hammett:** The Mayor. **Hardin:** Can we put a time frame on this and by the next meeting the proper dialogue should have been done. **Warren:** We will have to have a special meeting. We have to hold interviews and make a selection. **Hardin:** Are you ok with \$100 a meeting and make it two meetings? **Warren:** We can pass the legislation and amend it. **Williams:** We don't want to pass something she hasn't agreed to. **Warren:** That is part of the amendment. She can't do it unless we make it official. We can pass it then have a special meeting to include the compensation and duties. **Williams:** You didn't talk to my concerns. She hasn't had time to ask questions. If it isn't written it doesn't exist. There is no amount here. **Warren:** As the legislation is passed. **Hardin:** She agreed to \$100 tonight per meeting. That would be this evening. The only fair thing is to pass the legislation for tonight then schedule a special meeting. **Williams** asked the law director about his position on the topic. He was not fully informed of what is expected of her. **Climer:** My suggestion is at some point we appoint someone in the Village so we can perform business when the Clerk is not available; the interim Clerk can step into that position. What those terms are and the pay is not for me to decide. I would suggest go a week or so then things can be worked out with Dee. We could have Debbie sign it remotely and get it posted. Then we back up on the conversation with Dee if she is willing to fill in when the regular Clerk is not available. **Hammett:** I thought it was going to be down the line and not today. **Hardin** asked it not be passed. **Williams:** What is the guideline for the minutes, are they verbatim, are they summarized?

Warren: Debbie is going to do them until May 30th and not verbatim but summarized. We never agreed upon it. **Mayor:** Debbie is already gone. She isn't available for at least the rest of the month. **Warren:** She has talked to us and she will continue to communicate with me. Dee didn't have a full understanding of her position. We are not passing the legislation but will hold a special meeting to make an offer and detail the responsibilities. **Williams:** Do we want to have the new person go back to verbatim minutes? **Warren:** We will talk about that at our special meeting. **Haba:** I need the salt contract signed off and it has to be in, so we don't pay too much for salt. **Warren** asked when it is due. **Haba:** May first. **Warren:** We will have it signed.

Motion to adjourn made by Hardin seconded by Gaither

YES: Warren, Gaither, Callender, Hardin, Davis, Williams

Adjourned at 8:47p

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
2023-05-30

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1
Eloise Hardin, Ward 2*
Paggie Matlock, Ward 3*
Mary Davis, Ward 4

ABSENT

Candace Williams, Ward 5
* *Arrived after rolcall*

Meeting opened at 5:17pm
Pledge of Allegiance
Attendance

Motion To adjourn into executive session for Clerk of Council interviews made by Davis seconded by Callender
YES VOTE: Warren, Gaither, Callender, Davis
Adjourned to executive session 5:18pm

Reconvened meeting at 5:23p

Motion to adjourn made by Gaither seconded by Matlock
YES VOTE: Warren, Gaither, Callender, Hardin, Davis, Matlock, Williams
Adjourned at 5:23p

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
2023-06-02

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1 *
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3 *
Mary Davis, Ward 4

ABSENT

Candace Williams, Ward 5
* *Arrived after rollcall*

Meeting opened at 5:02pm
Pledge of Allegiance
Attendance

Motion To adjourn into executive session to consider filling of Clerk of Council position made by Gaither seconded by Davis

YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis Motion approved.

Adjourned to executive session 5:04pm

Reconvened meeting at 5:45p

2023-19 An emergency ordinance appointing Jennell Muscatello as Clerk of Village Council and setting forth the duties and compensation for such position.

Motion to suspend made by Hardin seconded by Callender

YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis Motion approved.

Motion to adopt made by Gaither seconded by Matlock

YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis Motion approved.

Motion to adjourn made by Hardin seconded by Matlock

YES VOTE: Warren, Gaither, Callender, Hardin, Davis, Matlock, Williams

Adjourned at 5:23p

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
COUNCIL MEETING MINUTES
2023-06-13

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4
Candace Williams, Ward 5

Gary Gottschalk, Mayor
Brian Thompson, Finance
Tom Haba, Service
Dave Tapp, Fire
Mark Garratt, Police
Dan Marinucci, Building
Ed Hren, Engineer*

ABSENT

Carlene Perez, Recreation
* *Arrived after rollcall*

Meeting opened at 7:03pm

Motion to approve minutes of February 14, 2023 made by Gaither seconded by Callender
YES VOTE: Warren, Gaither, Hardin, Matlock, Davis, Williams Abstained: Callender Motion Passed

Motion to approve minutes of March 29, 2023 made by Callender seconded by Matlock
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis Abstained: Williams Motion Passed

Motion to approve minutes of April 25, 2023 made by Hardin seconded by Davis
YES VOTE: Warren, Gaither, Callender, Davis, Williams Abstained: Hardin, Matlock Motion Passed

Motion to approve minutes of May 9, 2023 made by Callender seconded by Matlock
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Motion to approve minutes of May 22, 2023 made by Hardin seconded by Davis
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Hardin asked why asterisk appear after a person's name in the minutes. **Clerk:** When a person arrived late, after roll call.

Motion to approve minutes of May 23, 2023 made by Gaither seconded by Callender
YES VOTE: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Warren asked about the minutes of April 11, 2023. Clerk will add them to the next agenda for approval.

Departmental Reports

Fire-Tapp: I am here for questions. **Davis:** You mentioned Knox Boxes at the last meeting. **Tapp:** Just call the non-emergency safety forces number. It is free to residents.

Service-Haba: I am here for questions. None were voiced.

Police-Garratt: We hired an officer last week from Warrensville Heights PD. He is a 22-year vet. We are expecting great things from him. We also have another potential officer who is a graduate from the academy. He made it through the first part of the hiring process.

Building-Marinucci: We are working on tiny homes. The village passes an ordinance and if it conflicts with the state building code, the Ohio Board of Standards does two things. They can decertify the CBO which decertifies the department. I attended a meeting all day yesterday in Columbus. I asked a question but did not receive an answer regarding tiny homes. We don't want them in the village. Eastlake was decertified because Cardinal Industries wanted to put mobile homes in the city. The city said no, and the state decertified the building department. I was able to get them recertified. I have been involved with recertifying building departments in recent years with the Board of Building Standards. The question I posed was regarding tiny homes. We have an ordinance with minimum square footage, height, and dimensions. Tiny homes do not fall within our ordinances. I asked if we keep them out of Oakwood, would that open up decertification process. I did not receive an answer. I further had discussions with other building officials. We do not stand alone on this issue. Others are facing it as well. We are consistent with other communities. We plan to put an ordinance on the books with the assistance of our legal department. We had a request a few months ago to bring in a tiny home. We sent them a copy of our ordinance, but it wasn't taken to the next level. Stay tuned for that. We have enough issues with LLC homeownership. **Warren:** They create a market for certain types of homes. When Ryan Homes wanted to build homes here, we put a square footage stipulation on the homes. Now, those homes are the top sales for Ryan Homes in northeast Ohio. We don't want infilling of homes which will bring the value of area homes down. **Marinucci:** I agree. If you have a \$250,000-\$500,000 home in your area then a tiny home comes in, nobody is going to want that. Ryan Homes wasn't a building code issue. This is a building code issue. The head of the State Board of Building Standards will decertify the department. We will deal with it logically and will not do anything to decertify our department, but we may not win this. **Matlock:** Can you put a tiny home on your own property? **Marinucci:** No. We have that issue going on right now. There is a home with a house in the rear. We are condemning the rear house. It is the same concept. According to our ordinances it is illegal. **Matlock:** What about putting on a garage? **Marinucci:** Yes, you can but not in front of the property. I spoke to Ross Cirincione on the issue. **Matlock:** The one house you are talking about is on Lamson. Does that house have asbestos. **Marinucci** asked when the home was built. **Matlock** asked him to inspect it. **Marinucci:** We are not allowed to do that. **Warren:** A special contractor experienced in asbestos would have to eradicate it. Homes prior to 1976 have asbestos. **Davis:** I haven't seen any street reports. **Marinucci:** I filed an action the other day. **Davis** asked about the person who is doing data entry in the building dept. **Marinucci:** She is doing a great job. We are getting a lot of work done. We are also going to expand her role. She is digitizing the files. We are currently doing the street files, but we also need the drawings completed. I didn't want to go with Toshiba; some of these drawings are huge. I am going to recommend a raise at the end of the year. **Warren:** That is a matter of personnel, it cannot be addressed in this forum. **Davis:** There are dogs in your office. **Marinucci:** We allow dogs in our office. **Davis:** We do not allow dogs in the office. **Marinucci:** We are a dog friendly office. The dog sits and doesn't bother anyone. We don't want her dog home alone. **Warren:** We will address that with the mayor. **Davis:** Ok.

Law-Cirincione: The FOP agreement is on the agenda this evening.

Engineer-Hren: Resolution 2023-20 and 2023-21 are on the agenda. They are both grants we are seeking from NEORSD. The first one is a cost share agreement from dollars collected from the water bills. It will pay for backflow preventers on Garden Road, which we have been discussing over the past year. NEORSD did a study and a solution to this problem is \$15 million dollars that will take about 20 years for the replacement of 4,000 ft of sanitary sewer to service eight homes. This doesn't make a lot of sense. These cost share dollars we are using is a much easier solution. We are asking \$135,000 for this. They are generating the contracts which will be presented to the mayor for signage. We will then move forward. **Hardin** asked about it. **Hren:** It will be between \$10-\$15,000 on the high side. If we don't spend all the funds, we can use them on other projects. The second one is for the Richmond/Forbes pump station to resolve the rainwater inflow to that station. NEORSD is concerned the inflow will reduce the usage of the pump station. We will run tests to look for broken pipes. Once we identify the problem areas, we will be eligible for more cost share dollars and an MCIP program with NEORSD which is the same program we applied to for the Alexander sewer work. We can also apply to OPWC dollars. When you prepare a document like this identifying the sources and the amount of water infiltration, it makes it easier to secure additional funding. This will be 100% paid for by NEORSD cost share program. We estimate \$200,000 to perform this testing. If we don't use all the funds, we will give it back and use it on other projects. This legislation will allow the mayor to sign the grant documents which will be done by the end of this month. We use county funds and NEORSD dollars. **Hardin:** There is still a problem? **Hren:** Yes, with infiltration. We don't want the pumps to wear out. We want to

fix the problem that caused the pump station to fail in the first place. **Warren** discussed the possibility of the pump putting pressure on the pipes which are clay and were put in the 1970's. **Hren**: Correct. Same issue with Garden Road. There are old rubber joints which by now are most likely worn out. We can identify problem areas and may end up lining the pipes like we did on Garden. It took care of 90% of the issues. **Davis**: On 2023-20, it says minimum controls will be taken, what does that mean? **Hren**: That is boiler plate language pertaining to the MS Permit. There are six measures referred to minimum control measures to keep sanitary sewage out of a storm sewer system. A couple of them are public education, public involvement, inflow and infiltration elimination (what we are doing now), good housekeeping (going to the Service Dept. instructing on proper salt usage), etc. That is all it refers to. It doesn't mean minimum effort to solve the problem. **Davis** asked about backflow preventors. **Hren**: That will prevent the backflow. Some will have an overhead pump installed. When the sewer is low, the basement is lower. When water backs up in the sewer it rises in the basement. Each case is a little different but in the whole village we have 8-10 houses, all on Garden Road, that have this issue. We could spend \$15 million dollars and wait 15 years to make it happen or move forward with this which will eliminate the problem. **Davis**: Even though the funding is in place, doing this in August. **Hren**: Each is tailored to each resident involved. We will get plumbers to do the work. Also, at the last meeting Council asked me about the projects we are looking to do, you have that. You also asked about the street pavement ratings. You have that as well. They are ranked from worst to best. The worst is Suwanee. We have never seen a street as bad as Suwanee. Overall, our roadways are not in terrible condition. Some are slated for replacement in the next few years. Fair Oaks, Oakleaf, and Richmond are there. Those rated poor to very poor will be addressed in that time frame. Feel free to contact me if you have questions. We represent communities which are in the worst condition. **Davis**: Is there more funding out there for those not in the two-year plan? **Hren**: That is the issue. Typically, the more traffic a street has, the best funding we can get. County routes can be done with dedicated programs. The other streets are eligible under OPWC. It is harder to get on the dead-end streets. The other option is community development dollars, but you have to be in a low to moderate income area and home improvement target area. There are always programs that pop up. It is good to have this information. When someone asks for it, it is available. This is a standard system developed by ODOT. It is called the pavement rating system. **Davis**: Why wasn't Hickory done when Garden was done at the same time? **Warren**: It has a lot to do with money. A resident asked to see the documents Council was referring to. The clerk asked the resident to pass it back to her after she reviewed it. **Resident**: Will funding be received for the walking trail from Booker to Tryon. **Haba**: I looked at that. **Hren**: Funding sources for trails and sidewalks, especially maintenance, are difficult. There isn't a dedicated program for that. We can apply for a supplemental grant or community block grant. We may be better off using general fund dollars or SCMR dollars.

Finance-Thompson: We are working to close out April and May. I will work with the Clerk on scheduling the next Finance meeting.

Mayoral-Mayor read: "The IT checked the entire month of EMS runs in Cleveland. Only on one day shift were they on target. All the other times they were short staffed. What happened recently was a call came in with someone stating I can't catch my breath; I have trouble breathing. The record showed he waited 40 minutes for an ambulance. The report shows no units were available. The city said EMS that night operated below target levels to the high volume of critical calls. They were short 90% of the time for ambulance runs. No one answered at City Hall when an interview was requested of the Mayor, Safety Director or EMS. In the meantime, a heart patient was waiting 27 minutes for an ambulance. The record shows the person stated he was having a heart attack. For years delays were displayed by EMS. He then showed a short video. **Cirincione**: Tonight's videos show copyrighted materials. The village nor any village official holds the rights to the videos. The videos and audio are subject to copyright laws. Out of caution to the public, any video and audio should not be taken of these. These cannot be copied, recorded, or disseminated without permission of the holders of the copyright. I just wanted to caution everyone here. *The Council recording stopped then restarted after the videos.* **Mayor** continued: In the first weeks of summer camp we have many activities with the second five weeks being educational enrichments. Lastly, Starbucks submitted a proposal to build one in front of Hampton Inn. It is being reviewed by our engineering team for variances. Also, Roseland Bowling has been bought. It will remain Roseland and will include a restaurant. A lot is going on in Oakwood. **Davis** asked about Bugarcic property at Richmond/Broadway. **Mayor**: He needed a part of a piece of the Roseland property. If that doesn't take place, he has a problem.

Public Comments

Erica Nikolic 7230 Wright Ave: I have a question about Suwanee and Mistletoe. Is there anything regarding the land from being built upon. **Warren:** There has to be interest in developing the land by private owners or developers. There are various landowners. **Nikolic:** There isn't anything keeping them from developing them? **Warren:** The condition of the street plays into it. **Mayor:** Property taxes which are owed on the properties as well. **Nikolic:** How do you resolve that? **Mayor:** The investor would have to pay the taxes on the property. **Nikolic:** In the same area, there are CMHA houses. Now with new houses, I have concerns about those, and larger homes being built. Are those values being compared to the CMHA houses? **Gaither:** They are compared to other houses similar to the house being evaluated. **Nikolic:** It wouldn't drag the home values down? **Warren:** Larger houses increase the value of all the other homes. The more houses you have built, the more demand increases. CMHA houses were built prior to the larger homes. B & M owner was the first to build there. Prospective builders come to the Planning Commission for approval. We won't drive down the market of the homes in our community with tiny houses. **Nikolic** asked about the overall condition of the area. **Gaither:** Whatever someone is willing to invest in the area.

Close Floor

Legislation

**2023-14 AN EMERGENCY ORDINANCE APPOINTING DIONNA HAMMETT AS
Tabled 5-23-2023 ASSISTANT CLERK OF COUNCIL AND SETTING DUTIES FOR SUCH POSITION**

Motion to remove 2023-14 from the table made by Davis seconded by Gaither

VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Motion to adopt made by Davis seconded by Gaither

VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis Abstain: Williams Motion Passed

**2023-15 AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE VILLAGE OF OAKWOOD AND THE FRATERNAL ORDER OF
POLICE, LODGE #67 THROUGH THE END OF THE YEAR 2025 AND DECLARING
2nd Reading AN EMERGENCY**

Hardin: There were several differences. **Garratt:** As discussed at the last meeting, three things have changed since the last contract. Longevity making it conformative for all officers, we added Juneteenth as a holiday, we cleaned up ambiguous language throughout, and added the next three years increase in pay. **Cirincione:** Wage differences are on page 22-24, longevity on pages 24-25. **Hardin:** Again, the fact you went to percentages and not amounts on longevity. **Garratt:** This just made it uniform. **Cirincione:** page 17 section 16.05 is the inclusion of Juneteenth as a holiday. **Davis:** In 2025, if something happened to our village and we had no money, the pay raises can be amended? **Garratt:** Yes. **Cirincione:** If in fact that would happen and Oakwood comes into Fiscal Emergency, the State would step in and rewrite the contract for Fire, Police and Service departments. Fortunately, there are few communities in which that has happened. **Davis:** I don't expect that to happen. **Hardin:** There have been prior meetings prior to Council receiving the contract. **Garratt:** You asked about this last time. Council members are not part of the negotiations. We bring the contract to you for approval/disapproval. I work for administration, not the FOP side. This is for Sergeants and Patrol Officers. I work with the Law Director and Mayor on the terminology and where the differences lie. I mediate the negotiations. The negotiations include the mayor, attorneys, FOP, myself. **Hardin:** This is new for Ms. Davis in letting her know how this has gone on forever. I will ask this; I didn't hear you mention the Finance Director. **Garratt:** He was involved. **Thompson:** Yes.

Motion to suspend made by Hardin seconded by Callender

VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis. Williams Motion Passed

Motion to adopt made by Hardin seconded by Davis

VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis Abstain: Williams. Motion Passed

2023-20 **AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT TO OBTAIN COST REIMBURSEMENTS FOR CERTAIN WORK TO BE
PERFORMED IN THE VILLAGE ASSOCIATED WITH THE INSTALLATION OF
1st Reading **BACKFLOW PREVENTORS ON GARDEN ROAD****

Davis: I am a resident on Garden Road. Can I vote on this? **Warren:** This is a general application, yes you may. All the ordinances we pass most times have an indirect affect on us because we are residents. If it were a direct entitlement to you, that would be a different story.

Motion to suspend made by Hardin seconded by Callender
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Motion to adopt made by Hardin seconded by Davis
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

2023-21 **AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST
OHIO REGIONAL SEWER DISTRICT TO OBTAIN COST REIMBURSEMENTS FOR
CERTAIN WORK TO BE PERFORMED IN THE VILLAGE ASSOCIATED WITH THE
1st Reading **FORBES/RICHMOND SANITARY PUMP STATION INFLOW AND INFILTRATION STUDY****

Motion to suspend made by Hardin seconded by Callender
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Motion to adopt made by Gaither seconded by Hardin
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Davis: On some of the minutes we approved, I was absent. I may have voted yes for approval, is that a problem? **Clerk:** In regards to Roberts Rules of Order, it is no harm no fowl.

Motion to adjourn into Executive Session to discuss the potential hire of personnel made by Davis seconded by Callender
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed
Adjourned to executive session 8:05p
Reconvened regular meeting at 8:25p

Motion to adjourn made by Hardin seconded by Callender
VOTE: Yes: Warren, Gaither, Callender, Hardin, Matlock, Davis, Williams Motion Passed

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President

VILLAGE OF OAKWOOD
SPECIAL COUNCIL MEETING MINUTES
2023-06-20

ATTENDANCE

Johnnie Warren, President
Elaine Gaither-At-Large
Chris Callender, Ward 1
Eloise Hardin, Ward 2
Paggie Matlock, Ward 3
Mary Davis, Ward 4

Jim Climer, Law

ABSENT

Candace Williams, Ward 5
* Arrived after rollicall

Meeting opened at 6:01pm
Pledge of Allegiance
Attendance

2023-22 AN EMERGENCY ORDINANCE APPOINTING TANJA JOSEPH TO THE CLERK OF VILLAGE
COUNCIL AND SETTING FORTH THE DUTIES AND COMPENSATION FOR SUCH PROVISION

Climer: The one attached to the agenda needs a couple minor changes. They are Section 1 add "at will employee and shall serve for a probationary period of six months". This makes it clear she is an at-will employee and setting forth the probationary period. Section 3 making it clear she is to receive benefits.

Motion to include the two amendments; section 1 to include at will employee and shall serve for a probationary period of six months and Section 3 she is to receive benefits as reflected by the formal attached amended ordinance made by Callender seconded by Davis

VOTE: Yes: Warren, Gaither, Callender, Hardin, Davis, Matlock

Motion to suspend made by Davis seconded by Callender

VOTE: Yes: Warren, Gaither, Callender, Hardin, Davis, Matlock

Motion to adopt made by Gaither seconded by Davis

VOTE: Yes: Warren, Gaither, Callender, Hardin, Davis, Matlock

Motion to adjourn made by Callender seconded by Matlock

VOTE: Yes: Warren, Gaither, Callender, Hardin, Davis, Matlock

Adjourned at 6:05p

Approved _____

Debra L Hladky, Interim Clerk of Council

Johnnie Warren, Council President