

# April 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4  EASTER	5	6 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS UTILITIES AND R&O 6:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13 <b>MASTER PLAN MEETING 7:00</b>	14	15	16	17
18	19	20 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	21	22 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	23	24
25	26	27 RECREATION BOARD 6:00	28	29	30	

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL**  
**A G E N D A**  
**APRIL 6, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**REGULAR ORDER OF BUSINESS**

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
  - a. Approval of Minutes: March 16, 2021
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D5 permit for Hospitality 82 LLC, 6031 Royalton Road, North Royalton, Ohio 44133.
  - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (\*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	Linda Barath
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Joanne Krejci
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Vincent Weimer
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

**FIRST READING CONSIDERATION**

- \* 1. **21-55** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF KENNETH BILINOVICH.
- \* 2. **21-56** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF ROBERT JANKOVSKY.
- \* 3. **21-57** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF TIMOTHY LEWANDOWSKI.
- \* 4. **21-58** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF KELLY TESAR.

5. **21-59** - AN ORDINANCE ACCEPTING THE BID OF SET IN STONE CONTRACTING, LLC FOR THE 2021 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
6. **21-60** - AN ORDINANCE AMENDING ORDINANCE 21-04, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON BY EXTENDING THE AGREEMENT AN ADDITIONAL 30 DAYS, AND DECLARING AN EMERGENCY.
7. **21-61** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 9 RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.
8. **21-62** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRAY MATTER HOLDING INC. AND/OR GRAY MATTER REOH, LLC FOR COMMUNITY REINVESTMENT AREA TAX INCENTIVES, AND DECLARING AN EMERGENCY.
9. **21-63** - AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT TO RESURFACE RIDGE ROAD (SR-3) FROM ROYALTON ROAD (SR-82) TO THE NORTHERN CORPORATION LIMIT IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
10. **21-64** - AN ORDINANCE ACCEPTING THE BID OF SET IN STONE, LLC FOR THE NORTH ROYALTON BENNETT ROAD MAN HOLE, CATCH BASIN AND CONCRETE REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$162,900.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
11. **21-65** - A RESOLUTION ACCEPTING A DONATION OF FUNDS FROM THE NORTH ROYALTON BASEBALL BOOSTERS FOR THE PURCHASE OF NEW BASEBALL FIELD LIGHTING, AND DECLARING AN EMERGENCY.
12. **21-66** - AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES FOR THE NORTH ROYALTON BASEBALL FIELD LIGHTING UPGRADE PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$138,800.00 (INCLUDING ALTERNATE 1) AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
13. **21-67** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART EIGHT BUSINESS REGULATION AND TAXATION CODE, TITLE TWO BUSINESS REGULATION, BY CREATING A NEW CHAPTER 845 ENTITLED MOBILE FOOD UNIT REGULATIONS, AND DECLARING AN EMERGENCY.
14. **21-68** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.05 FEES IN THE BUSINESS AND REGULATION AND TAXATION CODE BY CREATING A NEW PARAGRAPH (r), AND DECLARING AN EMERGENCY.
15. **21-69** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TEN, STREETS, UTILITIES AND PUBLIC SERVICES CODE, CHAPTER 1062, MUNICIPAL PARKS AND RECREATIONAL FACILITIES, SECTION 1062.01, RULES AND REGULATIONS FOR MUNICIPAL PARKS, AND DECLARING AN EMERGENCY.
16. **21-70** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1278 INDUSTRIAL DISTRICTS, SECTION 1278.04 USE REGULATIONS FOR GENERAL INDUSTRIAL DISTRICTS BY ADDING A NEW PARAGRAPH (d)(5), AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 21-55

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich  
Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE  
COMMUNITY SERVICE OF KENNETH BILINOVICH

- WHEREAS: Ken Bilinovich was hired as a Patrolman for the North Royalton Police Department on October 3, 1983; and
- WHEREAS: Patrolman Bilinovich was promoted to the rank of Sergeant on July 30, 1991; and
- WHEREAS: Sergeant Bilinovich was promoted to the position of Chief of Police on May 14, 2017 and remained in this position until his retirement on April 2, 2021; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Chief Bilinovich for his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Ken Bilinovich.

Section 2. Council further recognizes the professionalism and dedication that Chief Bilinovich has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Chief Bilinovich in recognition of his many years of service to the community.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 21-56

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich,  
Weimer, Vos, Mayor Antoskiewicz

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF ROBERT JANKOVSKY

**WHEREAS:** Robert Jankovsky was appointed as a member of the City of North Royalton Civil Service Commission on April 21, 2015, and continued to serve in that capacity through February 28, 2021; and

**WHEREAS:** Council and Mayor Antoskiewicz desire to recognize Mr. Jankovsky for his community service to the City of North Royalton.

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

Section 1. The Council of the City of North Royalton and Mayor Antoskiewicz hereby acknowledge Robert Jankovsky for his community service to the City of North Royalton.

**Section 2.** Council and the Mayor further recognize the professionalism, dedication and community spirit demonstrated by Mr. Jankovsky during his years of public service to the City of North Royalton.

**Section 3.** The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Jankovsky in recognition of his community service.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 21-57

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich,  
Weimer, Vos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE  
COMMUNITY SERVICE OF TIMOTHY LEWANDOWSKI

WHEREAS: Timothy Lewandowski was appointed as a member of the City of North Royalton Civil Service Commission on January 4, 1988, and continued to serve in that capacity through March 16, 2021, a most remarkable and commendable effort in public service; and

WHEREAS: Council and Mayor Antoskiewicz desire to recognize Mr. Lewandowski for his community service to the City of North Royalton.

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

Section 1. The Council of the City of North Royalton and Mayor Antoskiewicz hereby acknowledge Timothy Lewandowski for his community service to the City of North Royalton.

Section 2. Council and the Mayor further recognize the professionalism, dedication and community spirit demonstrated by Mr. Lewandowski during his years of public service to the City of North Royalton.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Lewandowski in recognition of his community service.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 21-58

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich  
Weimer, Vos, Mayor Antoskiewicz

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF KELLY TESAR

**WHEREAS:** Kelly Tesar was hired as a Confidential Secretary for the City of North Royalton Council Office on February 3, 2020 and served in this capacity until her resignation on March 12, 2021; and

**WHEREAS:** The Council and the Mayor of the City of North Royalton wish to acknowledge Ms. Tesar for her community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Kelly Tesar.

Section 2. Council further recognizes the professionalism and dedication that Ms. Tesar has demonstrated through her work for the City of North Royalton and through her willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Tesar in recognition of her service to the community.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-59

INTRODUCED BY: Weimer, Marnecheck, Fenos

AN ORDINANCE ACCEPTING THE BID OF SET IN STONE CONTRACTING, LLC FOR THE 2021 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2021 Road Maintenance Program; and

WHEREAS: It has been determined that the bid of Set In Stone Contracting, LLC for concrete repairs is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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

Section 1. The bid of Set In Stone Contracting, LLC for concrete repairs is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Set In Stone Contracting, LLC in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Set In Stone Contracting, LLC and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the above equipment and general pavement services for the 2021 Road Maintenance Program in the City of North Royalton.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:





# City of North Royalton

Mayor Larry Antoskiewicz

**Nick Cinquepalmi**

*Service Director*

Service Department

440-582-3002

fax 440-582-3089

**TO:** Streets Committee – Vince Weimer, Chair  
Paul Marnecheck, Vice Chair  
Jessica Fenos

**FROM:** Nick Cinquepalmi, Service Director

**DATE:** March 31, 2021

**RE: 2021 Road Maintenance Program Concrete Repairs Rebid**

Please find attached bid results from the March 31, 2021 bid opening for the 2021 Road Maintenance Program Concrete Repairs Rebid.

I am recommending the City of North Royalton accept the bid of Set In Stone Contracting, LLC as the lowest and best bid for year 2021.

I am requesting the bid recommendation be placed on Council Agenda April 6, 2021 meeting for approval. If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Larry Antoskiewicz  
Dana Schroeder, Legislative Director  
File



# City of North Royalton Service Department

## 2021 ROAD MAINTENANCE PROGRAM CONCRETE REPAIRS REBID

### BIDDERS TABULATION

Bid Opening on Tuesday March 30, 2021 at 10:00 am  
at North Royalton City Hall, 14600 State Rd

				Konstruction King, Inc		Set In Stone Contracting, LLC		T.C. Construction Co. Inc.	
Description		Estimated Usage	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Full Depth Concrete Removal, Disposal & Replacement (TO INCLUDE: Barricading, Saw Cutting, Subbase Removal, Disposal, Replacement & Compaction, Curb, Manhole, Monument Box or Water Valve Adjusted to Grade)	8" Slab	6,975	SY	\$78.00	\$544,050.00	\$75.10	\$523,822.50	\$77.00	\$537,075.00
Full Depth Concrete Joint Removal, Disposal & Replacement (minimum 3' width) (TO INCLUDE: Barricading, Saw Cutting, Subbase Removal, Disposal, Replacement & Compaction, Curb, Manhole, Monument Box or Water Valve Adjusted to Grade)	8" Joint Repair	383	SY	\$109.00	\$41,747.00	\$80.50	\$30,831.50	\$93.00	\$35,619.00
Handicap Curb Ramps Removal, Disposal & Replacement 48" X 24" ArmorTile ADA Sidewalk Ramp, with Truncated dome (Model #22144, Color-Red) (To include Wire Mesh, W2.9 X W2.9, 6" x 6")	6" Depth	7	EA	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$825.00	\$5,775.00
Sidewalk Removal, Disposal & Replacement (To include Wire Mesh, W2.9 x W2.9, 6" x 6")	4" Depth	10	SY	\$70.00	\$700.00	\$68.00	\$680.00	\$80.00	\$800.00
GRAND TOTAL ALL ESTIMATED CONCRETE WORK				\$589,997.00		\$558,834.00		\$579,269.00	
(10% Bid Bond)									

<b>Bid Bond</b>	<b>X</b>	<b>X</b>	<b>X</b>
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ORDINANCE NO. 21-60

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING ORDINANCE 21-04, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON BY EXTENDING THE AGREEMENT AN ADDITIONAL 30 DAYS, AND DECLARING AN EMERGENCY

**WHEREAS:** In order to conclude negotiations on an agreement for continuing services, the parties require some additional time; and

**WHEREAS:** Council desires to extend said agreement.

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

**Section 1.** Council hereby amends Ordinance No. 21-04 authorizing the Mayor to execute a contract with CT Consultants Inc., naming said organization as the Consulting Engineer of the City for the purpose of providing consulting engineering services to the city by extending the agreement an additional 30 days pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 4. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

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

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to maintain professional engineering services to the city.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

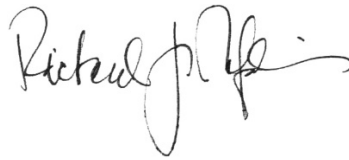
NAYS:

This letter extends the agreement between the City of North Royalton and CT Consultants with an original ending date of April 14, 2021. It is agreed that these parties extend the contract for additional 30 days, namely from April 14, 2021 to May 14, 2021. This extension of term is consistent with Article XI (A) of the original agreement.

All terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

CITY OF NORTH ROYALTON, OHIO

CT CONSULTANTS, INC

A handwritten signature in black ink, appearing to read "Richard J. Lafelice", with a stylized flourish at the end.

\_\_\_\_\_  
Larry Antoskiewicz  
Mayor

Date:

Date: 3/31/2021

Richard J. Lafelice, PE, PS  
Vice President

ORDINANCE NO. 21-61

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 9 RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 9 Recreation Department, which shall hereinafter read as follows:

Section 9. The **Recreation Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Recreation Director/Parks, Cemetery, and Recreation Foreman	One (1)
2) Tractor/Truck Operator (part time)	Three (3)
3) Laborer	Two (2)
4) Laborer (part time)	Five (5)
5) Summer Help Laborer (part time)	<del>Five (5)</del> <b>Eight (8)</b>

Section 3. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

Section 4. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

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

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-62

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRAY  
MATTER HOLDING INC. AND/OR GRAY MATTER REOH, LLC FOR COMMUNITY  
REINVESTMENT AREA TAX INCENTIVES, AND DECLARING AN EMERGENCY

**WHEREAS:** Council adopted Ordinance 15-34 creating a Community Reinvestment Area and establishing boundaries for same; and

**WHEREAS:** Gray Matter Holding Inc. and/or Gray Matter REOH, LLC (property owner) has submitted an application requesting participation in the Community Reinvestment Area tax incentives; and

**WHEREAS:** Council desires to authorize the Mayor to enter into this agreement.

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

**Section 1.** The Mayor is hereby authorized to enter into an agreement with Gray Matter Holding Inc. and/or Gray Matter REOH, LLC for Community Reinvestment Area tax incentives as established by Ordinance 15-34, pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

**Section 3.** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with Gray Matter Holding Inc. and/or Gray Matter REOH, LLC for Community Reinvestment Area tax incentives as established by Ordinance 15-34 in order to encourage the proposed development and opportunity for increased employment.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between **the City of North Royalton**, Ohio, a municipal corporation, with its main office located at 14600 State Road, North Royalton, Ohio (hereinafter referred to as "City") and **Gray Matter Holding Inc. and/or Gray Matter REOH, LLC**, with its main offices located at 9841 York Alpha Dr. Unit K, North Royalton, Ohio, (hereinafter referred to as "property owner").

WITNESSETH;

WHEREAS, City of North Royalton has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** is desirous of constructing a **new office facility to facilitate the expansion of services and products, see exhibit A, attached and incorporated herein**, (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of North Royalton, Ohio by Ordinance No. 15-34 adopted on March 3, 2015, designated the area as an "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 9, 2015, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance 15-34 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the City of North Royalton having the appropriate authority for the stated type of project, is desirous of providing Gray Matter Holding Inc. with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Gray Matter Holding Inc. submitted a proposed agreement application (herein attached as Exhibit B) to the City of North Royalton said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the City of North Royalton has investigated the application of Gray Matter Holding Inc and/or Gray Matter REOH, LLC and has recommended the same to the Council of City of North Royalton on the basis that that it is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of North\_Royalton; and

WHEREAS, the project site as proposed by Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** is located in the North Royalton School District and the Cuyahoga Joint Vocational School District have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** shall construct a new 10,000 square foot facility at York Beta Drive PPN 483-06-025, North Royalton, Ohio to house and expand its office and operations. Said facility shall be constructed as specifically set forth in exhibit A, or as may be modified and approved by the North Royalton Planning Commission. A copy of the legal description of the property attached and incorporated herein, exhibit C.

The PROJECT will involve a total investment of One Million Three Hundred Thousand Dollars (\$1,300,000.00) plus or minus 10% at York Beta Drive PPN 483-06-025 in new construction.

The PROJECT will begin March, 2021 and all acquisition, construction and will be completed by October, 2021.

2. Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** shall create within a time period not exceeding 24 months after the conclusion of construction of the aforesaid facility, five (5) new full-time permanent job opportunities.

Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** will retain the three (3) existing full-time jobs currently located on 9841 York Alpha Drive, North Royalton at the project facility.

Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** currently have 3 full-time permanent employees at York Alpha Road, North Royalton, no part-time permanent employees, no full-time temporary employees, and no part-time temporary employees in the State of Ohio.



This increase in the number of employees will result in approximately Three Hundred Thousand Dollars (\$300,000.00) of additional annual payroll for Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** for new full-time permanent jobs. The retention of the existing jobs will maintain the current annual payroll of Two Hundred Twenty Thousand Dollars (\$220,000.00).

3. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.
4. The City of North Royalton hereby grants Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code in the following amounts:

Exemption Term-15 years

Percentage of Exemption-49%

Each identified project improvement will receive a 15-year exemption period. The exemption commences the first year for which the Real Property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after January 1, 2022 nor extend beyond December 31, 2037

5. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the City of North Royalton once per year for each year the agreement is effective by certified check. The fee is to be paid to finance director and made out to the City of North Royalton. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671(D) of the revised code and by the tax incentive review council created under section 3735.671(D) of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. City of North Royalton shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of North Royalton revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** materially fails to fulfill its obligations under this agreement the City of North Royalton terminates or modifies the exemptions from taxation granted under this agreement.
9. If North Royalton materially fails to fulfill its obligations under this agreement, or if the City of North Royalton determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of North Royalton may terminate or modify the exemptions from taxation granted under this agreement.
10. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** hereby certifies that at the time this agreement is executed, Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Gray Matter Holding Inc. and/or **Gray Matter REOH, LLC** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
11. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** and City of North Royalton acknowledge that this agreement must be approved by formal action of the legislative authority of the City of North Royalton as a condition for the agreement to take effect. This agreement takes effect upon such approval.

13. The City of North Royalton has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Gray Matter Holding Inc is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Gray Matter Holding Inc and/or Gray Matter REOH, LLC, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Gray Matter Holding Inc and/or **Gray Matter REOH, LLC** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Gray Matter Holding Inc shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
16. This agreement is not transferable or assignable without the express, written approval of The City of North Royalton.

*{The remainder of this page is left intentionally blank.}*

**IN WITNESS WHEREOF**, the City of North Royalton Ohio, by Mayor Larry Antoskiewicz, its Mayor, and pursuant to Ordinance No.18 has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and Gray Matter Holding Inc by \_\_\_\_\_, its Owner/President has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and by \_\_\_\_\_, its Owner/President has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form:

\_\_\_\_\_  
Law Director

City of North Royalton

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

Mayor Larry Antoskiewicz

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

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

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

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

Note: A copy of this agreement must be forwarded to the Ohio Department of Development within fifteen (15) days of finalization.

ORDINANCE NO. 21-63

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO  
HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE  
STATED DESCRIBED PROJECT TO RESURFACE RIDGE ROAD (SR-3) FROM ROYALTON ROAD  
(SR-82) TO THE NORTHERN CORPORATION LIMIT IN THE CITY OF NORTH ROYALTON, AND  
DECLARING AN EMERGENCY

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

**Resurface Ridge Road (SR-3) from Royalton Road (SR-82) to the northern corporation  
limit in the City of North Royalton.**

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

Section 1. Consent Statement

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

Section 2. Cooperation Statement

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

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

**The LPA agrees to assume and contribute one hundred percent (100%) of the cost of any work included  
in the construction contract, at the request of the LPA, which is determined by the Director not to be  
part of or made necessary by the improvement.**

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

**The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary  
intersections to ensure compliance with the Americans with Disabilities Act.**

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

Section 3. Authority to Sign

The LPA hereby authorizes the Mayor of said City of North Royalton to enter into and execute contracts with  
the Director of Transportation which are necessary to develop plans for and to complete the above-described  
project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase  
of the Project.

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

Section 4. Utilities and Right-of-Way Statement

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

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

Section 5. Maintenance

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

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to expedite the highway project and to promote highway safety.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**CERTIFICATE OF COPY  
STATE OF OHIO**

City of North Royalton of Cuyahoga County, Ohio

I, Dana A. Schroeder, as Director of Legislative Services of the City of North Royalton of Cuyahoga County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance \_\_\_\_\_ adopted by the legislative Authority of the said City of North Royalton on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

SEAL

\_\_\_\_\_  
Director of Legislative Services

City of North Royalton of Cuyahoga County, Ohio

CFDA 20.205

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of North Royalton, 14600 State Road, North Royalton , Ohio 44133**, hereinafter referred to as the LPA..

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **resurfacing of Ridge Road (SR-3) from Royalton Road (SR-82) to the northern corporation limit in the City of North Royalton; PID 89265 CUY-003-02.72** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

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

#### A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)



B. STATE

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

C. ODOT

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

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

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 1,425,600.00 as set forth in Attachment 1.

ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 1,056,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements.

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

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

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

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District

within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

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

<b>City of North Royalton</b>
<b>14600 State Road</b>
<b>North Royalton, Ohio 44133</b>

#### 4. PROJECT DEVELOPMENT

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

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

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.

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

	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
  - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
  - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
  - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
  - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
  - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
  - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

#### 4.7 Use of ODOT Consultant Agreements

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

#### 5. CONSULTANT SELECTION AND ADMINISTRATION

##### 5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.

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

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

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

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

2. Communications Restrictions

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

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

a. Communications which are strictly prohibited:

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

b. Allowable communications include:

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

c. When completed selections must be publicly announced.

3. Advertisement

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

4. Disclosure of Selection Information

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

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

5. Supporting Documentation

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

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

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

B. Consultant Selection Processes

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

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

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

1. Programmatic Selection Process

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

2. Technical Proposal Selection Process

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

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

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

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

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



3. Emergency Selection Process

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

4. Small Purchase Selection Process

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

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

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

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

5. Special Expertise Selection Process

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

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

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

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.),

and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

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

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

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

## 2. Evaluation Process

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

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

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

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

### 3. Selection Rating Procedures

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

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

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

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

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

a. Project Manager

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

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

b. Strength/Experience of Assigned Staff including Subconsultants

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

As above, ODOT and other agencies may be contacted.

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

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

d. Consultant's Past Performance

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

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

e. Project Approach

Evaluation of the firm's project approach shall consider:

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

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

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

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

D. Negotiation of Consultant Agreements

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

E. Agreements

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

F. Documentation of Consultant Selections

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

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The **LPA** will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of



this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

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

## 10. NONDISCRIMINATION

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

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

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

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

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

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

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

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

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

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

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

If to the LPA:

If to ODOT:

Larry Antoskiewicz, Mayor	John P. Picuri, P.E. , District Deputy Director
City of North Royalton	Ohio Department of Transportation, D-12
14600 State Road	5500 Transportation Boulevard
North Royalton, Ohio 44133	Garfield Heights, Ohio 44125

15. GENERAL PROVISIONS

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

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

☐

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

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

☐

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

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

☐

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

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

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

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

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



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

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

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

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

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

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

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

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

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

<sup>5</sup> Per 2 CFR §200.502

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

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

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

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

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

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

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

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

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

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

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

<b>LPA: CITY OF NORTH ROYALTON</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Larry Antoskiewicz Mayor	Jack Marchbanks Director
Date:	Date:



**Attachment 1**

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

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$264,000	20	4BG7	\$1,056,000	80	4PF7				\$1,320,000.00
INSPECTION	\$21,120	20	LABR	\$84,480	80	LABR				\$105,600.00
TOTALS	\$285,120			\$1,140,480						\$1,425,600

## Attachment 2

**89265**  
PID NUMBER

**35099**  
AGREEMENT NUMBER

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

## DIRECT PAYMENT OF CONSULTANT

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

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

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

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

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

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

LPA Name:	City of North Royalton
Oaks Vendor ID:	
Mailing Address:	14600 State Road
	North Royalton, Ohio 44133
ODOT Approval signature:	

ORDINANCE NO. 21-64

INTRODUCED BY: Fenos, Barath, Weimer  
Co-Sponsor: Marnecheck

AN ORDINANCE ACCEPTING THE BID OF SET IN STONE, LLC FOR THE NORTH ROYALTON BENNETT ROAD MAN HOLE, CATCH BASIN AND CONCRETE REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$162,900.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton has advertised for bids for the North Royalton Bennett Road Man Hole, Catch Basin and Concrete Repair Project; and

**WHEREAS:** It has been determined that the bid of Set In Stone, LLC for an amount not to exceed \$162,900.00 is the lowest and best bid; and

**WHEREAS:** Council desires to accept this bid.

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

Section 1. Council hereby accepts bid of Set In Stone, LLC for the North Royalton Bennett Road Man Hole, Catch Basin and Concrete Repair Project for an amount not to exceed \$162,900.00 as the lowest and best bid as outlined in Exhibit A attached hereto.

**Section 2.** The Mayor is hereby authorized to enter into a contract with Set In Stone, LLC in a form approved by the Director of Law.

Section 3. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Set In Stone, LLC and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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

**Section 5.** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Set In Stone, LLC for the North Royalton Bennett Road Man Hole, Catch Basin and Concrete Repair Project so that this work may commence.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

**NAYS:**

# CITY OF NORTH ROYALTON

**Consolidated Sanitary Sewer District**

**Mayor Larry Antoskiewicz**

**Mark A. Smith**

**Superintendent**



Phone: 440-237-5010  
Facsimile: 440-582-9281

11675 Royalton Road  
North Royalton, Ohio 44133

## **Memorandum**

**To:** Mayor Larry Antoskiewicz  
Dana A. Schroeder, Director of Legislative Services  
Eric Dean, Finance Director  
Thomas A. Kelly, Law Director  
Donna M. Vozar, Assistant Law Director

**From:** Mark A. Smith, Wastewater Superintendent

**CC:** Paul Marnecheck, President of Council

**Date:** March 24, 2021

**Re:** North Royalton Bennett Road Manhole, Catch Basin and Concrete Repair Project

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The bid opening for the North Royalton Bennett Road Manhole, Catch Basin and Concrete Repair Project occurred on Thursday March 18, 2021 at 12:00 pm at City Hall. The following is the official results of the bids submitted:

<b><u>Contractor</u></b>	<b><u>Base Bid Amount</u></b>
1.) Fabrizi Trucking and Paving Co. Inc.	\$ 208,850.00
2.) Cook Paving and Construction, Inc.	\$ 212,090.00
3.) Konstruction King, Inc.	\$ 194,064.00
4.) Set In Stone Construction, LLC.	\$ 162,900.00
5.) Lake County Landscape and Supply, Inc.	\$ 182,000.00

Engineer's Opinion of Probable Cost

\$ 225,000.00

After review of the submitted bids, The Wastewater Department for the City of North Royalton recommends Set In Stone Construction, LLC. who is qualified to perform the work, the award of the lowest and best bid amount of **\$ 162,900.00.**

Attached to this Memorandum is a copy of the bid tabulation for the North Royalton Bennett Road Manhole, Catch Basin and Concrete Repair Project

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Respectfully,

Mark A. Smith  
Wastewater Superintendent  
City of North Royalton  
Consolidated Sanitary Sewer District



**AVETIN Engineering, Ltd.**

8994 Holquest Drive  
Lewis Center, OH 43035  
614-499-6609

March 24, 2021

Mr. Mark A. Smith  
Superintendent  
Wastewater Department  
11675 Royalton Road  
North Royalton, OH 44133-5120

Dear Mr. Smith:

**Subject: Bid Evaluation and Recommendation for Bennett Road Manhole, Catch Basin and Concrete Pavement Repairs Project**

On Thursday March 18, 2021, bids were publicly opened and read aloud for the subject project which consists of 23 manholes, 33 catch basins, and 5 sections of concrete pavement repairs.

Five (5) of bids were received as shown below.

Set In Stone Constructing, LLC	\$162,900.00
Lake County Landscape & Supply, Inc.	\$182,000.00
Konstruktion King, Inc.	\$194,064.00
Fabrizi Trucking & Paving Co., Inc.	\$208,850.00
<u>Cook Paving &amp; Construction Co., Inc.</u>	<u>\$212,090.00</u>
Engineer's Estimate	\$225,000.00

Three low bidders' bids were evaluated. The lowest bid was submitted by Set In Stone Constructing, LLC (Set In Stone) in the amount of \$162,900.00. Our evaluation of the experience and financial condition of Set In Stone indicates that they are capable of completing the work required. According to City Service Department's opinion, Nick Cinquepalmi, Director of Public Service and Properties, Set In Stone has completed previous projects to the satisfaction of the City. Therefore, we recommend the award of a contract for construction of the Bennett Road Manhole, Catch Basin and Concrete Pavement Repairs Project to Set In Stone Constructing, LLC in the amount of \$162,900.00.

Very truly yours,

C. Gibson Chen, Ph.D., P.E.  
President

**AVETIN Engineering, Ltd.**

## CITY OF NORTH ROYALTON, OHIO

### BID TABULATION SHEET

Project Name: <b>Bennett Road Manhole, Catch Basin and Concrete Pavement Repair Project</b>	
Bid Date: March 18, 2021	Engineer's Estimate: \$225,000.00

Bid Set No.	Bidding Contractor	Total Bid Amount
4	Fabrizi Trucking & Paving Co., Inc.	\$208,850.00
7	Cook Paving & Construction Co., Inc.	\$212,090.00
8	Konstruktion King, Inc.	\$194,064.00
9	Set In Stone Constructing, LLC	\$162,900.00
3	Lake County Landscape & Supply, Inc.	\$182,000.00

Prepared by:

C. Gibson Chen, PhD. , PE.

AVETIN Engineering, Ltd.

Email: [dr.gchen@gmail.com](mailto:dr.gchen@gmail.com)

Phone: 614-499-6609

RESOLUTION NO. 21-65

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

A RESOLUTION ACCEPTING A DONATION OF FUNDS FROM THE NORTH ROYALTON  
BASEBALL BOOSTERS FOR THE PURCHASE OF NEW BASEBALL FIELD LIGHTING, AND  
DECLARING AN EMERGENCY

**WHEREAS:** The North Royalton Baseball Boosters desires to donate to the City of North Royalton and the North Royalton Recreation Department the amount of \$45,000.00 for the purchase of new lighting for the York Road baseball fields; and

**WHEREAS:** The City of North Royalton desires to accept this generous donation from the North Royalton Baseball Boosters.

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

Section 1. The City of North Royalton hereby accepts from the North Royalton Baseball Boosters a donation in the amount of \$45,000.00 for the purchase of new lighting for the York Road baseball fields.

Section 2. The City of North Royalton wishes to express its appreciation to all of the North Royalton Baseball Boosters who, through their generosity, have made this donation possible.

**Section 3.** The donation of \$45,000.00 shall be applied to the purchase and installation of new lighting for the York Road baseball fields.

Section 4. This Resolution is an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to accept this generous donation and express the City's appreciation to the North Royalton Baseball Boosters.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



ORDINANCE NO. 21-66

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE ACCEPTING THE BID OF JMP RESOURCES FOR THE NORTH ROYALTON  
BASEBALL FIELD LIGHTING UPGRADE PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$138,800.00  
(INCLUDING ALTERNATE 1) AS THE LOWEST AND BEST BID, AND DECLARING AN  
EMERGENCY

**WHEREAS:** The City of North Royalton has advertised for bids for the North Royalton baseball field lighting upgrade Phase 2; and

**WHEREAS:** It has been determined that the bid of JMP Resources for an amount not to exceed \$138,800.00 (including Alternate 1) is the lowest and best bid; and

**WHEREAS:** Council desires to accept this bid.

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

Section 1. Council hereby accepts the bid of JMP Resources for the North Royalton baseball field lighting upgrade Phase 2 for an amount not to exceed \$138,800.00 (including Alternate 1) as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with JMP Resources in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to JMP Resources and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of JMP Resources for the North Royalton baseball field lighting upgrade Phase 2 so that this work may commence.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



March 31, 2021

City of North Royalton  
11545 Royalton Road  
North Royalton, OH 44133

Attn: Justin Haselton PE  
City Engineer

Re: North Royalton Baseball Field Lighting Upgrade Phase 2 Bid Tabulation

Dear Justin,

Bids were received from eight contractors today for the North Royalton Baseball Field Lighting Upgrade Phase 2 Project. Bids were based on the drawings and specifications dated 3/4/2021 and prepared by Scheeser Buckley Mayfield LLC. See the attached bid tabulation form.

The project bid form required a base bid and 1 alternate. The base bid and alternate 1 for each contractor are summarized on the bid tabulation form.

We have reviewed the information received from each of the bidders and it is our recommendation that the apparent low and best bidder, JMP Resources be considered for the award of this project in the amount of \$138,800 including Alternate 1.

We have performed a scope review phone call with this contractor to verify that their bid was all inclusive. A summary of that conversation is attached.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in black ink, appearing to read 'J E Eckman', written over a horizontal line.

James E. Eckman, PE, LEED AP, LC, CBCP  
Vice President of Operations

Attachments: 2021-03-31 Ball Field Lighting Upgrade Phase 2 Bid Tabulation Form, 2021-03-31 Ball Field Lighting Upgrade Phase 2 Scope Review Letter

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AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART EIGHT BUSINESS REGULATION AND TAXATION CODE, TITLE TWO BUSINESS REGULATION, BY CREATING A NEW CHAPTER 845 ENTITLED MOBILE FOOD UNIT REGULATIONS, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton recognizes and supports the vitality and activity that is created by outdoor business activities at special events within the City and the benefit of special event mobile food services to City and local businesses events; and

WHEREAS: Council determines that it is necessary to regulate mobile food services for the health, safety and welfare of the community and the public at large; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part Eight Business Regulation and Taxation Code, Title Two Business Regulation of the Codified Ordinances of the City of North Royalton by creating a new Chapter 845, Mobile Food Unit Regulations; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part Eight Business Regulation and Taxation Code, Title Two Business Regulation of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Chapter 845, Mobile Food Unit Regulations, a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of North Royalton is amended as provided for herein and all other provisions of Part Eight shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend Part Eight of the Codified Ordinances of the City of North to amend Part Eight Business Regulation and Taxation Code, Title Two Business Regulation of the Codified Ordinances of the City of North Royalton by creating a new Chapter 845, Mobile Food Unit Regulations to provide necessary measures that allow for the economic activity provided by mobile food services while affording the public appropriate protections.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## **Chapter 845**

### **Mobile Food Unit Regulations**

#### **845.01 PURPOSE.**

(a) The City of North Royalton recognizes and supports the vitality and activity that is created by outdoor business activities within the City and the benefit that mobile food services bring to the City and local businesses.

(b) The purpose of establishing these regulations is to create a pleasant and vibrant environment for local businesses, visitors and residents, to provide an opportunity for limited mobile food services operations at City and/or business or industrial properties, to prevent the obstruction of pedestrian, bicycle and motor vehicle traffic, to ensure that adequate efforts are made to protect the health, safety and welfare of the public by requiring permits for mobile food units and to establish minimum requirements for the permitting operation of such units as defined by the Ohio Fire Code.

#### **845.02 DEFINITIONS.**

When used in this chapter, unless the context otherwise requires, the following terms shall have the following meanings:

- (a) Mobile Food Unit shall mean any apparatus or equipment that is used to cook, prepare or serve food, and that routinely changes or can change location and is operated from a moveable vehicle or apparatus, including but not limited to motorized vehicles, trailers, and hand propelled carts.
- (b) Limited Use Permit: Approval may be had by permit application issued by the Building Division made by the property owner and an approved Mobile Food Unit vendor. Limited Use Permits for Mobile Food Units shall limit permission to operate to 3 days each week at a business location. Applications for Limited Use Permits may be made for periods of two months at a time. Notwithstanding the provisions of this Chapter, North Royalton residents/businesses that have a one-time food truck at their home/business for a private party/catered event are not required to file for a permit and are exempt from this Ordinance. Home Owner Associations and Condominium Owner Associations using its' own private property for Mobile Food Units for the enjoyment of its members are likewise exempt from the provisions of this ordinance.

#### **845.03 SCOPE OF CHAPTER.**

The owner of a Mobile Food Unit, as defined by the Ohio Fire Code, may submit an application, signed by the property owner authorizing the use of the location, and obtain a Limited Use Permit from the City of North Royalton Building Division prior to operating in the City of North Royalton. A Mobile Food Unit may not operate on property within the City unless it has passed a Fire Department inspection and obtained a Limited Use Permit.

#### **845.04 MOBILE FOOD UNIT REQUIREMENTS.**

(a) Each Mobile Food Unit shall contact the North Royalton Fire Department to schedule an inspection. Inspections shall be conducted at a cost of fifty dollars (\$50.00) per inspection which will be valid for one year.

(b) The Chief, Assistant Chief or designee of the North Royalton Fire Department will schedule the inspection of the said Mobile Food Unit, and conduct the inspection pursuant to the Ohio Fire Code and the North Royalton Codified Ordinances.

(c) The application fee for a Limited Use Permit shall be \$25 for up to a two month permit to a maximum of \$100.00 per year as long as the permits are for the same location each time. All permits are valid for the dates and months issued.

(d) Mobile Food Units are required to maintain the following certifications: Board of Health approved license to sell food; documentation that the LP gas tank and piping system (where applicable) has been inspected and tested in accordance with all required standards within the last twelve (12) months; and proof of insurance. Additional required documentation may include other certifications or federal, state or local licensure depending on the type of operation being conducted. Documentation must be provided to the Fire Chief, Assistant Fire Chief or designee at time of inspection.

(e) During the inspection, the owner or responsible party shall be present to show, operate, explain and discuss the components of the Mobile Food Unit.

(f) Upon completion of the inspection, the owner or responsible party will be issued a fire safety inspection report detailing the findings of the inspection.

(g) A fire safety inspection report indicating Passing in all fields will be accompanied with an inspection permit which will indicate that the Mobile Food Unit has been permitted and inspected.

(j) A fire safety inspection report indicating Fire Code deficiencies will require the owner or responsible party to take specific action or actions to bring their Mobile Food Unit up to the specified standards required by the Ohio Fire Code and the North Royalton Codified Ordinances. Upon completion of the actions or repairs to the Mobile Food Unit, the owner or responsible party can then schedule a re-inspection with the Fire Chief, Assistant Fire Chief or designee to show compliance with the original inspection report deficiencies. A re-inspection will require the payment of the full fee as was required for the first inspection.

(k) Upon successful reinspection, the Mobile Food Unit will be issued a record of inspection to indicate compliance of the Mobile Food Unit.

(l) On-site inspections may be performed by authorized Fire Department officials/members at their discretion any time the Mobile Food Unit is operating in North Royalton's jurisdictional boundaries.

(m) The City reserves the right at all times to require a Mobile Food Unit to relocate to alternate location or cease to operate as determined by the enforcement official if the approved location needs to be used for emergency purposes or other public benefit or if in the opinion of the enforcement officer the Mobile Food Unit presents a safety hazard to the public.

(n) Mobile Food Units shall adhere to all applicable parking regulations for commercial vehicles.

#### **845.05 OPERATION OF MOBILE FOOD UNITS**

(a) Operation Without Limited Use Permit. No Mobile Food Unit shall be operated without a valid Mobile Food Unit Limited Use Permit issued pursuant to this Chapter.

(b) Unattended Vehicles Prohibited. No Mobile Food Vehicle shall be parked on the street overnight, or left unattended or unsecured at any time food is kept in the Mobile Food Unit. The owner or operator of any Mobile Food Unit found to be in violation of this subsection may be charged with a violation of this chapter.

(c) A Mobile Food Unit may be located within any zoning district except Residential Districts. A Mobile Food Unit found at an unauthorized location, or beyond the dates, times, or hours permitted, shall be in violation of this section and may be subject to enforcement under Section 698.02.

(d) Any property owner that permits a Mobile Food Unit to operate or park on the property without permit shall be in violation of this section and to enforcement under Section 698.02.

(e) Mobile Food Units are prohibited from selling alcoholic beverages.

(f) Mobile Food Units may not operate within 200 feet of a residential property line.

(g) Mobile Food Units may operate or park for not longer than 4 hours at any given time.

(h) Mobile Food Units may not operate, stop, stand or park in any area that impedes the use of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that present an unsafe condition for any patron, pedestrians, or other vehicles.

(i) Amplified music or other sounds from any Mobile Food Unit may not at any time unreasonably disturb nearby residents, businesses, pedestrians or vehicles.

#### **845.06 ENFORCEMENT.**

(a) Enforcement. The provisions of this chapter may be enforced by the North Royalton Police Department, Fire Department, or Building Commissioner.

#### **845.07 SEVERABILITY.**

Should any provision of this chapter be held invalid by a court of competent jurisdiction, then such provision shall be considered separate and apart from the remaining provisions, which shall remain in full force and effect.

#### **845.99 PENALTY.**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a minor misdemeanor for a first offense; for a second offense, such person is guilty of a misdemeanor of the third degree; for a third or subsequent offense, such person shall be guilty of a misdemeanor of the second degree. Whoever is convicted of or pleads guilty to a misdemeanor, or minor misdemeanor shall be sentenced in accordance with Section 698.02. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

ORDINANCE NO. 21-68

INTRODUCED BY: Barath, Fenos, Krejci

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.05 FEES IN THE BUSINESS AND REGULATION AND TAXATION CODE BY CREATING A NEW PARAGRAPH (r), AND DECLARING AN EMERGENCY

WHEREAS: In order to meet the city's obligation to conduct the required inspections and to process and issue the necessary permits there is a burden placed upon the city and a financial expense associated with those efforts

WHEREAS: It is altogether fitting and appropriate that fees be set and charged for the costs of those services; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.05 Fees in the Business Regulation and Taxation Code by creating a new Paragraph (r) in order to establish this exemption fee; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.05 Fees in the Business Regulation and Taxation Code of Codified Ordinances of the City of North Royalton is hereby amended by creating a new Paragraph (r) which shall herein after read as follows:

214.05 FEES IN THE BUSINESS REGULATION AND TAXATION CODE.

(r) *Limited Use Permit:* ***\$25.00 for up to a two-month permit to a maximum \$100.00 per year as long as the permits are for the same location each time***

Section 2. Section 214.05 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 214 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.05 Fees in the Business Regulation and Taxation Code by creating a new Paragraph (r) in order to make provisions for the recovery of part of the costs and expense incurred to perform the services identified.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



ORDINANCE NO. 21-69

INTRODUCED BY: Dietrich  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TEN, STREETS, UTILITIES AND PUBLIC SERVICES CODE, CHAPTER 1062, MUNICIPAL PARKS AND RECREATIONAL FACILITIES, SECTION 1062.01, RULES AND REGULATIONS FOR MUNICIPAL PARKS, AND DECLARING AN EMERGENCY

WHEREAS: It has been determined to be necessary to amend Section 1062.01 (f)(7) of the Codified Ordinances in order to better serve the public and in reference to the use of the sports fields; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 10 Streets, Utilities, and Public Services Code, Chapter 1062 Municipal Parks and Recreational Facilities, Section 1062.01 Area, Rules and Regulations for Municipal Parks, Paragraph (f)(7); and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part 10 Streets, Utilities, and Public Services Code, Chapter 1062 Municipal Parks and Recreational Facilities, Section 1062.01 Area, Rules and Regulations for Municipal Parks, Paragraph (f)(7) of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

1062.01 RULES AND REGULATIONS FOR MUNICIPAL PARKS.

The following rules and regulations for all Municipal parks are hereby established, encompassing the following:

(f) Permits. Permits are required for each of the following activities without which said activities are prohibited:

- (1) Production of musical, theatrical or other entertainment for commercial or private purposes;
- (2) A military gathering, parade or procession;
- (3) Publicly soliciting subscriptions or fares; and
- (4) Orations, demonstrations or addresses to expand and publicize certain private beliefs.
- (5) Municipal parks and recreational facilities can be used for the purposes of a band concert, dedication of a cultural garden or any other form of activity which is of beneficial value for the general public.
- (6) The speaker's stand shall not be used.
- (7) Use of sports fields, ~~with the exception of baseball fields~~ ~~baseball fields are generally available to the public until 1:00 p.m. during baseball season and any time during the off season, provided that when a permit is issued, the permittee has precedence to all others.~~

Section 2. Chapter 1062 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 1062 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part 10 Streets, Utilities, and Public Services Code, Chapter 1062 Municipal Parks and Recreational Facilities, Section 1062.01 Area, Rules and Regulations for Municipal Parks, Paragraph (f)(7) in order to better serve the public and in reference to the use of the sports fields.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
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ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-70

INTRODUCED BY: Barath, Fenos, Krejci  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1278 INDUSTRIAL DISTRICTS, SECTION 1278.04 USE REGULATIONS FOR GENERAL INDUSTRIAL DISTRICTS BY ADDING A NEW PARAGRAPH (d)(5), AND DECLARING AN EMERGENCY

WHEREAS: The trucking business contributes significantly to the economy of the United States; and

WHEREAS: Currently the North Royalton Codified Ordinances do not provide for the trucking business as a permitted use in any district thereby relegating it to be considered for only “conditional use” treatment; and

WHEREAS: Council determines that regulations to be applied to “trucking terminals” for the operation of a trucking business are in the best interests of the community; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 12 Planning and Zoning Code, Chapter 1278 Industrial Districts, Section 1278.04 Use Regulations for General Industrial Districts by creating a new Paragraph (d)(5); and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Chapter 1278 Industrial Districts, Section 1278.04 Use Regulations for General Industrial Districts of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Paragraph (d) (5) which shall hereinafter read as follows:

1278.04 Use Regulations for General Industrial Districts.

(d) Conditional Uses.

(1) Major automotive repairs may be permitted, provided that a conditional use permit is granted in accordance with the standards set forth in Section 1262.07. Major repairs may include, but are not limited to, spray painting; body work; clutch, transmission, axle, spring and frame repairs; and major engine overhaul.

(2) On parcels in the general area defined as west of York Road to east of West 130th Street, having frontage on State Route 82, office buildings only are permitted to heights of sixty-five feet, provided that the General Industrial zoned parcel(s) are of sufficient lot size to fulfill the requirements set forth in Section 1278.06 (footnotes (e) and (f)), and provided that other building criteria required by this Zoning Code are met and provided that a conditional use permit is granted in accordance with the standards set forth in Section 1262.07.

(3) Wireless telecommunications facilities may be permitted, provided that a conditional use permit is granted in accordance with the standards set forth in Section 1262.07 and Chapter 1290.

(4) Adult day care centers and child day care centers having frontage on State Route 82.

(5) ***Trucking Terminals may be permitted, provided that a Conditional Use Permit is granted in accordance with the standards set forth in Section 1262.07 and the following requirements:***

***A. The use shall have access only from an arterial road, as shown on the most current roadway Functional Classification Map prepared by the Northeast Ohio Areawide Coordinating Agency (NOACA).***

***B. The site shall be a minimum of two (2) acres in size.***

***C. The site shall not be located within two hundred (200) of a Residential zoning district.***

***D. The use shall be effectively screened from view from all public streets by a fence and densely planted evergreen trees and shrubbery, as approved by the Planning Commission.***

***E. All repair and washing of vehicles shall occur within a space that is completely enclosed within a building.***

***F. The City may require a traffic study that demonstrates all adverse traffic impacts can be mitigated***

Section 2. Section 1278.04 is hereby amended as provided for herein and all other provisions of Chapter 1278 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to adopt standards for this expanded use in General Industrial Districts.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: