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City of

MAUMEE

MEMO TO: Mayor and City Councilmembers
FROM: Patrick Burtch, City Administrator
DATE: October 30, 2023
SUBJECT: ODOT LPA for milling and resurfacing S. Detroit Avenue

Recommendation:

Authorize the Mayor to enter into a Local Project Agreement (LPA) with ODOT for milling and resurfacing S. Detroit Avenue from River Road to the Anthony Wayne Trail (US 24).

COPY

SAM Unique Entity ID: _____

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and The City of Maumee, 400 Conant St., Maumee, OH 43537, 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 milling and resurfacing South Detroit Ave from River Rd to the Anthony Wayne Trail (US-24) which includes a road diet to narrow the roadway and reduce the number of lanes to two instead of three lanes and add a bike lane and includes curb ramps upgrades, pavement markings, signage improvements, and streetscape elements (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

- 2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization, for Construction, until the Form has been completed and approved. Failure to submit a completed Form will result in the Project reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program, until the Form is completed and approved by the Department.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 456,900 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 365,520 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 and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

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

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

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

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

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

City of Maumee
400 Conant St.
Maumee, OH 43537

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

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

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

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

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

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the project, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to

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

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

10. NONDISCRIMINATION

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

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

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

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

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

GOOD FAITH EFFORTS

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

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

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

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

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

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

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

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

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

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

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

- (a) letter of reprimand;
- (b) contract termination; and/or

- (c) other remedies available by law including administrative suspension.

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

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

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

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

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

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

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

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

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

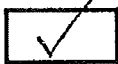
If to ODOT:

Patrick Burch, City Administrator	Matthew Sommerfeld, P.E., LPA Manager
City of Maumee	Ohio Department of Transportation
400 Conant St.	317 E. Poe Rd.
Maumee, Oh 43537	Bowling Green, OH 43402
PBurch@maumee.org	matthew.sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

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

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



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.
- (A) The LPA *does not* currently maintain an ODOT approved federally compliant time-tracking system¹, *and*
 - (B) The LPA *does not* intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, *and/or*
 - (C) The LPA *does not* intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
 - (B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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

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



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
 - (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
 - (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
 - (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Maumee	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Richard Carr Mayor	Jack Marchbanks Director
Date:	Date:

COPY

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	84,820	20	LNTP	338,480	80	4TA7/ TM02				423,100
INSPECTION	6,760	20	LNTP	27,040	80	4TA7/ TM02				33,800
TOTALS	91,380			365,520						456,900

Federal Construction max is \$365,520 @ 80% 4TA7

Attachment 2

LUC MR 1008 0.0 DETROIT
AVE RSRF
COUNTY-ROUTE-SECTION

118123
PID NUMBER

38411
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

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

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

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

9 B

City of

MAUMEE

MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burch, City Administrator
DATE: October 31, 2023
SUBJECT: Holiday Hustle 5K Race, Elf Fun Run and Holiday Light Parade

Recommendation:

Authorize the closing of the following streets on Sunday, November 26, 2023 for the Holiday Hustle 5K Race, Elf Fun Run and Holiday Light Parade:

- 1) Conant Street from Broadway to Anthony Wayne Trail from 4:00 pm until 8:00 pm;*
- 2) W. William Street from Ford Street to Conant Street from 4:00 pm until 8:00 pm;*
- 3) W. Wayne Street between Conant Street and Old Trail from 5:00 pm until 8:00 pm, and*
- 4) Ford Street between W. Broadway Street and Clinic Drive intermittently between 4:00pm and 8:00 pm.*



2430 S. Detroit Ave., Maumee, OH 43537
419-893-1994
maumeseniorcenter@gmail.com

Oct. 31, 2023

City of Maumee
400 Conant St.
Maumee, OH 43537

Dear Maumee City Council and Officials:

It's that time of year again—time for the annual Holiday Hustle 5k Race and the Holiday Light Parade, set to take place on Sunday, Nov. 26, 2023.

The Maumee Senior Center and the Maumee Uptown Business Association respectfully request the permission and the support of the City of Maumee to help us host the event again this year. The Maumee Holiday Light Parade will take place immediately following the Holiday Hustle 5K on Sunday, November 26, 2023.

Per the Maumee Police Department's request, both the race and parade routes have been changed slightly.

The Holiday Hustle registration will take place from 3-5 p.m. on race day at the Maumee Indoor Theater. The Elf Fun Run (children 12 and younger) will begin at 4:45 p.m. on race day. The runners will run down Conant Street to Broadway and turn around to run back.

The Holiday Hustle race will begin at 5:15 p.m. in front of the Maumee Indoor Theater on Conant Street. Runners will run along Conant Street to West Wayne Street before circling back to the theater. Also, the parade will begin at approximately 6 p.m. with lighted floats and walking groups lining up along the six-block stretch of West William Street. The parade will commence and proceed southbound down Conant Street before turning right onto West Wayne Street. Please see the attached map.

Thank you for your continued support of the Maumee Senior Center and the Maumee Uptown Business Association. For questions regarding the parade, please contact: the Maumee Uptown Business Association. For questions regarding the Holiday Hustle, please feel free to contact me at anytime.

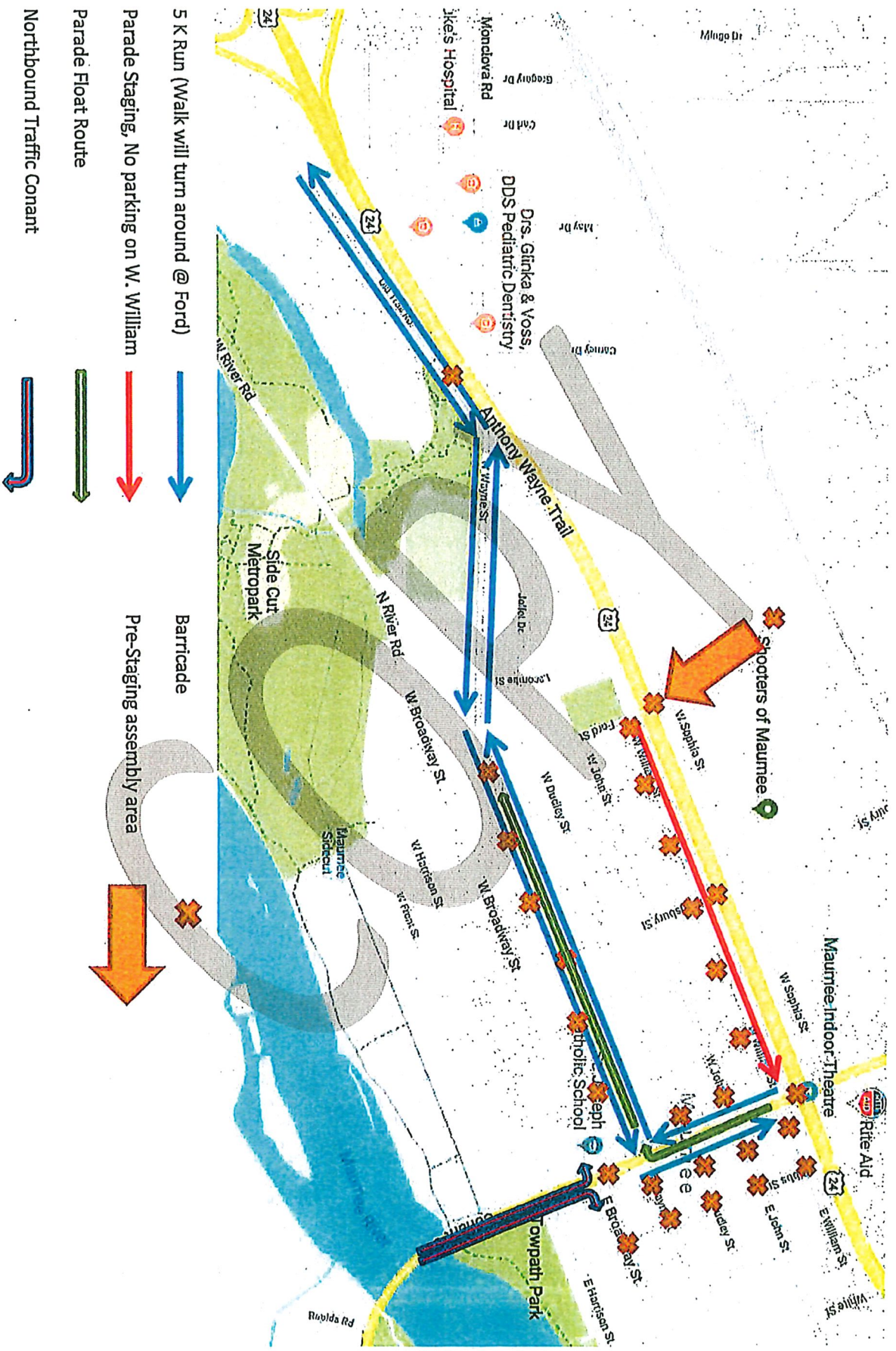
Sincerely,

Malinda Ruble

Malinda Ruble

Executive Director

Elf Fun Run 4:45PM-5:15PM. 5K Run 5:15PM-6:00PM. Parade 6:00PM-8:00PM



9C

City of
MAUMEE



MEMO TO: Mayor and City Councilmembers
FROM: Patrick Burtch, City Administrator
DATE: October 31, 2023
SUBJECT: Countywide MOU 2024

Recommendation:

Authorize the Mayor to execute the countywide Memorandum of Understanding (MOU) to Address Child Abuse and Neglect.

COPY

MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

I. STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and section 5101:2-33-26 of the Ohio Administrative Code. It is an agreement among Lucas County Children Services and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases. The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect;
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each County Department of Job and Family Services (CDJFS)/Public Children Services Agency (PCSA) provides the following services to their communities:

Screening: The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

Assessment and Investigation: The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty-four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within forty-five (45) working days with the option of a fifteen (15) day extension for extenuating circumstances as prescribed in the Ohio Administrative Code; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes;

Evaluating the need for protective, prevention, or supportive services and/or court

involvement; and documenting all activities and case determinations.

Service Provision: The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case closure protocols.

II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY

A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)

The Lucas County Children Services is the lead agency for the investigation of child abuse, neglect, or dependency in Lucas County. The Lucas County Children Services will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, collection of forensic evidence, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

B. LAW ENFORCEMENT

The County Sheriff and each Chief of the local political subdivisions will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to Lucas County Children Services as soon as possible or within 12 hours for non-emergency reports and upon receipt for emergency reports for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with Lucas County Children Services in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting Lucas County Children Services in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with Lucas County Children Services on interviews with principals of the case when there are serious criminal implications; Notifying Lucas County Children Services of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to Lucas County Children Service's requests for information regarding the status of the legal action; Providing police record checks for Lucas County Children Services as necessary or requested as permitted by law; Consulting with Lucas County Children Services prior to removal of a child from their home when possible; Handling and coordinating

investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

C. JUVENILE COURT

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge shall ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

D. COUNTY PROSECUTOR

The County Prosecutor shall report suspected cases of child abuse and neglect to Lucas County Children Services or appropriate law enforcement agency. The County Prosecutor shall represent Lucas County Children Services in legal actions to protect a child from further harm resulting from child abuse or neglect unless the Prosecutor has granted consent for the appointment of an In-house PGSA Attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the county. The prosecuting attorney shall prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those required to be prosecuted by a special prosecutor or by the attorney general. The County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and Lucas County Children Services staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid Lucas County Children Services in protecting the confidential nature of children services records and investigations; As well as the special protection afforded to the identity of the reporting source.

E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

If the Lucas County Department of Job and Family Services is a separate agency from Lucas County Children Services, employees within the county agency are expected to report suspected cases of child abuse and neglect to Lucas County Children Services or appropriate law enforcement agency upon receipt; Collaborate with Lucas County Children Services to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already involved with the Lucas County Children Services; Promote ongoing communication between Lucas County Department of Job and Family Services and Lucas County Children Services regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist Lucas County Children Services upon request in obtaining case or assistance group information regarding a family when the Lucas County Children Services is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist Lucas County Children Services in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5101:2-33-28; And where applicable and permitted assist Lucas County Children Services in locating suitable relatives or kin that may be available as familial support for the child(ren) or as a placement option.

F. LOCAL ANIMAL CRUELTY REPORTING AGENCY

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to Lucas County Children Services or local law enforcement.

G. CHILDREN'S ADVOCACY CENTER

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with Lucas County Children Services, law enforcement, and other signatories of this agreement.

H. CLERK OF JUVENILE COURT

The Clerk of County Common Pleas Court will collaborate with Lucas County Children Services, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect and the signatories of this MOU; Be available to Lucas County Children Services management staff or the Prosecutor should questions arise.

III. SCOPE OF WORK

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

A. Mandated reporters and penalty for failure to report

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, shall immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports shall be made to Lucas County Children Services or a law enforcement officer.

The penalty for the failure of a person required to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 shall be a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

Lucas County Children Services will report any known violations of Orc 2151.421 to the Lucas County Prosecutor's office.

B. System for receiving reports

Reports of child abuse or neglect shall be made to Lucas County Children Services or any law enforcement officer with jurisdiction in Lucas County. Lucas County Children Services has staff available to receive reports by telephone or in person twenty-four (24) hours a day, seven (7) days a week. Telephone number: 419-213-3400

The reports shall contain the following information (ORC 2151.421):

1. The names and addresses of the child and his parents or custodian;
2. The child's age and the nature and extent of the child's injuries, abuse or neglect (including any evidence of previous injuries, abuse or neglect); or known or suspected threats of injury, abuse or neglect including history of domestic violence;
3. Any other information which might be helpful in establishing the cause of the injury, abuse or neglect.

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer shall refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When Lucas County Children Services screens in a report of child abuse, Lucas County Children Services shall notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

When Lucas County Children Services screens in a report of child neglect, and an active safety threat is identified within the first seven days of the assessment/investigation, Lucas County Children Services shall notify the appropriate law enforcement agency within the first seven days of the assessment/investigation unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

C. Responding to mandated reporters

When Lucas County Children Services receives a referral from a mandated reporter who provides their name and contact information, Lucas County Children Services shall forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall include the information permitted by ORC 2151.421(K):

- Whether the agency or center has initiated an investigation of the report;
- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When Lucas County Children Services closes an investigation/assessment reported by a mandated reporter, Lucas County Children Services shall forward an outcome mandated reporter notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter shall be that permitted by ORC 2151.421 to include a notification that the agency has closed the investigation along with a point of contact.

D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency

1. PCSA's Response Procedure

When Lucas County Children Services determines that a report is emergent, Lucas County Children Services shall attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If Lucas County Children Services identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor shall implement a safety response.

In all situations, Lucas County Children Services will give consideration to providing services designed to protect the child in her/his own home.

Lucas County Children Services may implement a safety plan pursuant to OAC prior to initiating removal proceedings. A safety plan may occur in the home or in an out-of-home setting. If the child cannot be protected in his/her own home, a safety plan is not appropriate and removal is necessary, Lucas County Children Services will pursue obtaining a custody order through the Juvenile Court. Law enforcement may also remove the child if, in the opinion of the peace officer and/or the reporting physician, removal is considered essential to protect the child from further abuse or neglect.

When possible, the peace officer will avoid removing a child from his/her residence or from the place of the occurrence of the abuse or neglect pending contact with the Lucas County Children Services caseworker. When contact with the Lucas County Children Services caseworker or her/his immediate supervisor is not possible, the officer may take a child into custody when there are reasonable grounds to believe that a child is suffering from illness or injury and is not receiving proper care or is in immediate danger from his surroundings and immediate removal is necessary.

Lucas County Children Services is able to obtain an ex parte emergency order by telephone from a juvenile magistrate or judge if there is probable cause to believe the child is at immediate risk of physical or emotional harm. An agreement has been reached between law enforcement and Lucas County Children Services regarding the enforcement of ex parte orders from the Lucas County Juvenile Court. Lucas County Children Services must then follow up with a formal complaint and a request for a hearing before the end of the next business day after the day on which the child is taken into custody.

2. Law Enforcement and Children's Advocacy Center Response Procedure

Joint Interviews in Child Sexual Abuse Investigations

In order to minimize trauma to the alleged child victim, Lucas County Children Services and law enforcement subscribers are committed to conducting joint interviews in child sexual abuse, severe physical abuse and severe neglect investigations and assessments. As stated above, joint interviews will take place whenever deemed necessary by Lucas County Children Services and/or by the law enforcement agency. When any party is unable to reach agreement with either Lucas County Children Services or law enforcement regarding a commitment to ensure that a joint interview takes place, they are strongly encouraged to provide feedback to the appropriate agency

regarding this issue. The concerned party should contact the immediate supervisor of the individual involved, and proceed up the chain of command until the issue is resolved.

3. Children in Need of Medical Attention Special Response Procedures

In situations where law enforcement is involved and there is a child who appears to have been physically abused or who otherwise needs immediate medical attention, the child should be taken directly to the hospital by the peace officer. An immediate telephone report must subsequently be made to LCCS. A caseworker will meet the officer at the hospital and will evaluate, from discussions with the parent(s), the child(ren), or others, what actions need to be taken for the child's safety. Consideration will be given to exploring available services to provide support to the family.

E. Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by the Lucas County Children Services and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by Lucas County Children Services and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce

trauma complete only one interview with the alleged child victim/ child subject of the report. Lucas County Children Services agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of Lucas County Children Services is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by Lucas County Children Services to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to Lucas County Children Services upon request.

The Lucas County Children Services agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. Lucas County Children Services will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

Lucas County Children Services shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the forty-five-day timeframe. The timeframe can be extended in special circumstances to a maximum of sixty days if law enforcement needs additional time; however, Lucas County Children Services must make a disposition within the sixty-day timeframe.

F. Standards and procedures addressing the categories of persons who may interview the child who is the subject of the report and who allegedly was abused or neglected

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of Lucas County Children Services
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff
- Children's Advocacy Center Staff
- Medical professionals in order to determine diagnosis and treatment and to provide ongoing supportive services

G. Standards and procedures for Lucas County Children Services requests for law enforcement assistance

Lucas County Children Services may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance.
- Lucas County Children Services has reason to believe that the child is in immediate danger of serious harm.
- Lucas County Children Services has reason to believe that the worker is, or will be, in danger of harm.
- Lucas County Children Services has reason to believe that a crime is being committed, or has been committed, against a child.
- Lucas County Children Services worker must conduct a home visit after regular Lucas County Children Services business hours, and a law enforcement escort is requested as a standard operating procedure.
- Lucas County Children Services is removing a child from his or her family via an order of the court, and the assistance of law enforcement is needed as Lucas County Children Services has reason to believe the family will challenge the removal.
- Lucas County Children Services is working with a client who has a propensity toward violence, and the assistance of law enforcement is needed to ensure the safety of all involved.
- Lucas County Children Services is working with a family that has historically threatened to do harm to PCSA staff.

H. Specialized Investigations or Circumstances

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the

like, are cooperatively planned by Lucas County Children Services and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

Lucas County Children Services conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5101:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of his/her employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim through placement in an out-of-home care setting.

Lucas County Children Services follows the procedures for conducting out-of-home care investigations as described in section 5101:2-36-04 of the OAC.

In addition, when Lucas County Children Services receives such a report, Lucas County Children Services shall immediately contact the out-of-home care setting administrator or designee, or the board of directors, county commissioners or law enforcement if the administrator is alleged to be the perpetrator or the PCSA designee responsible for foster care or adoption in order to:

- Share information regarding the allegation;
- Determine responsibility for informing the parents, guardian, or custodian of the alleged child victim;
- Discuss what actions have been taken to protect the alleged child victim, and;
- Share the investigative activities that will follow.

If another agency is required by statute or administrative rule to conduct its own investigation to address issues other than child abuse/neglect (i.e., internal management or licensure issues), Lucas County Children Services will, when at all possible, attempt to coordinate the interview of the alleged child victim. Upon completion of the investigation, Lucas County Children Services will contact the administrator or designee of the out-of-home care setting or the Lucas County Children Services designee for family foster care or adoptions, and the appropriate licensing authority and supervising authorities to share information in accordance with OAC rule 5101:2-33-21.

2. Third-Party Investigations

In accordance with section 5101:2-36-08 of the OAC, Lucas County Children Services shall request a third-party investigation be conducted by a local law enforcement agency or a PCSA in a contiguous county when there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Job and Family Services (ODJFS) or another state agency and supervised by the PCSA.
- A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by ODJFS when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee or agent of ODJFS or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing ODJFS or the PCSA who provides services for payment or as a volunteer.
- A foster caregiver or an employee of an organization or facility licensed or certified by ODJFS and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA shall document in the case record if a conflict of interest is identified.

Lucas County Children Services, pursuant to 5101:2-36-08(D) operates an in-house unit to assess/investigate reports of child abuse and neglected which require a third party. Lucas County Children Services does refer out any cases where an agency employee is named as a principal in the report.

When needed Lucas County Children Services shall request a third-party to conduct an investigation within 24 hours of identification of the need.

3. Child Fatality- Suspected cause of death is abuse or neglect

Lucas County Children Services accepts referrals on all reports of suspected child abuse or neglect that results in the death or near death of a child. Lucas County Children Services will not investigate deaths

to children that are due to natural causes or where child abuse or neglect is not suspected. Lucas County Children Services will work with Lucas County Law Enforcement in any criminal investigation.

Lucas County Children Services is governed by ORC section 307.622 and actively participates on the County's child fatality review board in order to collaborate with county agencies to reduce and prevent child fatality.

Lucas County Children Services has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.

In the event of a request for information on the death of the child, Lucas County Children Services will consult with the Lucas County Prosecutor's office prior to releasing any information on the case.

4. Child Fatality- Death of a child in the custody of Lucas County Children Services

Lucas County Children Services follows section 5101:2-33-14 of the OAC following the death of a child in its custody including notifying law enforcement of the child's death within one hour and notifying the local health department and the child fatality review board.

If any county law enforcement is alerted to the death of a child and becomes aware that the child is in the custody of Lucas County Children services, law enforcement will call the intake line at 419-213-3400 to report the child's death.

Lucas County Children Services will determine if the referral can be investigated by the specialized investigation unit or if the investigation will need to be referred as a third-party investigation. In any event, Lucas County will work with local law enforcement in their investigation.

Lucas County Children Services has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.

In the event of a request for information on the death of the child, Lucas County Children Services will consult with the Lucas County Prosecutor's office prior to releasing any information on the case.

5. Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions

Lucas County Children Services follows the procedures described in section 5101:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the situations listed in OAC section 5101:2-36-07(A)(3)(a-d).

6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and require a joint assessment/investigation with law enforcement

Lucas County Children Services collaborates with local law enforcement on investigation of abuse and/or neglect which constitutes a crime against a child including deference to the law enforcements request to not interview the alleged perpetrator and/or joint interviews of the child victim.

While assisting local law enforcement with the criminal investigation, Lucas County Children services will follow OAC timeframes when completing its activities surrounding the disposition of the report.

7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent

Lucas County Children Services reports concerns for adults who aid, abet, induce, cause, encourage or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent. The Lucas County Prosecutor upon sufficient evidence will bring forth an appropriate criminal action against the individual.

The County agencies stand committed to holding those adults who

contribute to a child or a ward of the juvenile court becoming a delinquent and/or unruly child accountable for their actions.

8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court by leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution

When Lucas County Children Services is made aware of a situation where a child leaves the custody of any person, department or public or private institution without the legal consent of that person, department or institution, Lucas County Children Services will contact the County or City Prosecutor's Office to request that the child be charged as an "unruly child" pursuant to section 2151.02 of the ORC.

If there is reason to believe that a child could be the victim of a violation of section 2905.01 (kidnapping), 2905.02 (abduction), 2905.03 (unlawful restraint), 2905.04 (child stealing) or 2919.23 (interference with custody), Lucas County Children Services shall do the following:

- Refer the report and/or make a report to the law enforcement agency of the appropriate jurisdiction;
- Upon the request of the law enforcement agency, provide assistance and cooperation in the case and/or access to all information concerning the child that LUCAS COUNTY CHILDREN SERVICES possesses that may be relevant. Lucas County Children Services shall document in the case.

9. Receiving and responding to reports of missing children

Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent, Lucas County Children Services shall:

- Refer the reporter to the law enforcement agency in the appropriate jurisdiction.
- Contact the law enforcement agency for entry into the National Crime Information Center (NCIC) database if the child is in Lucas County Children Services custody.
- Contact the National Center for Missing and Exploited Children (NCMEC) if the child is in Lucas County Children Services custody.

Upon request of law enforcement, Lucas County Children Services shall provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by Lucas County Children Services that may be relevant in

the investigation.

Law enforcement shall notify Lucas County Children Services upon learning that a minor child who is alleged to be in the children services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

I. Standards and procedures for removing and placing children

1. Emergency

Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds must exist to believe the child's removal is necessary to prevent immediate or threatened physical or emotional harm. Prior to taking the child into custody the judicial fact finder must make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Findings must be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing must be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied, the matter must be set for a shelter care hearing within ten days from the filing date.

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, Lucas County Children Services commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, Lucas County Children Services shall file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27.

Reasonable oral or written notice of the time, place, and purpose of the hearing must be provided to the parents, guardian, or custodian unless

they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A guardian ad litem is appointed to all children subjects of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact finder must determine whether there is probable cause that the child is abused, neglected, or dependent, the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by Lucas County Children Services to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to Lucas County Children Services that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

Lucas County Children Services may file a non-emergency complaint in dependency, neglect or abuse when removal of the child is not necessary. In event of a non-emergency filing, no hearing regarding the need for shelter care is necessary. The first hearing to be held will be the adjudication hearing unless a request for emergency hearing is made.

IV. TRAINING

Cross system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by Lucas County Children Services as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

Individual county entities may request training from Lucas County Children Services prior to a training being promoted by Lucas County Children Services.

V. CONFLICT RESOLUTION

Not Applicable (*if selected this section is not relevant.*)

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this

MOU must set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with Lucas County Children Services. Every effort will be made to take into account other subscribers' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. Lucas County Children Services will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases that come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, the PCSA is to consult with the County Prosecutor to explore available remedies.

VI. CONFIDENTIALITY STATEMENT

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 shall not be released to the public for use and shall not be used as evidence in any civil action or proceeding brought against the person who made the report.

Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires Lucas County Children Services to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, Children's Advocacy Center, and other entities are expected to release information to Lucas County Children Services for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5101:2-33-21 and in accordance with the procedures outlined in OAC section 5101:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of Lucas County Children Services as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of Lucas County Children Services shall then refer this information to the prosecutor at their discretion.

VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

This MOU must be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to Lucas County Children Services records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

The required members shall review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement. Lucas County Children Services is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year.

This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and shall not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and shall not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person.

This MOU shall be governed by and construed in accordance with applicable state and federal laws and regulation. In the event any portion of this MOU is inconsistent with state or federal law, that portion shall be without effect as if stricken from the document and the remaining portion shall remain in full force and effect.

VIII. SIGNATURES OF EACH PARTICIPATING AGENCY

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU.

If any individual serving as a signatory changes mid-term, Lucas County Children Services is to provide the new required member with the current memorandum.

The new member remains bound by the most recently approved version of the memorandum. Their signature is to be obtained and submitted on or before the next biennial review.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU.

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COPY

IX. Refusal to Sign Not Applicable *(if selected, this section is not relevant.)*

The **Lucas County Children Services** attests they attempted to obtain the signature of all required participating agencies as set forth in Section II of this memorandum and as mandated through section 2151.4210 of the Revised Code. However, the following agency(ies) or individual(s) refused to sign this MOU.

[Option to repeat the following block of information in the event more than one agency/individual refuses to sign]

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]

X. Board of County Commissioners

The **Lucas County Children Services** shall submit the MOU signed by all participating agencies to the **Lucas County** Board of County Commissioners. The participating agencies will ensure there is adequate time for both the County Board of Commissioners and ODJFS review and approval process along with any returns for correction prior to the end of the contractual period.

County Commissioners signature and date/Resolution/Vote

The Board of Lucas County Commissioners hereby review and approve the Lucas County Memorandum of Understanding.

9D

City of
MAUMEE



MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Administrator
DATE: November 6, 2023
SUBJECT: Authorize entering an agreement with Visu-Sewer from Reynoldsburg, Ohio to perform sanitary sewer lining in the Uptown area of Maumee.

Recommendation:

Authorize an agreement with Visu-Sewer of Ohio, LLC for Uptown Sanitary Sewer Rehabilitation – Phase 2 in an amount not to exceed \$472,397.75.

Attached is a memo from Matthew Miles, Capital Projects Manager discussing history, background and budgetary considerations for the above referenced project. As posited by the Capital Projects Manager, this agreement is necessary to begin reformation work within the sanitary sewer to eliminate the infiltration of stormwater as directed by the Ohio EPA Directors Final Findings and Orders.

City Administration recommends authorizing this agreement. Your consideration and concurrence is appreciated.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Administrator

FROM: Matthew Miles, Capital Projects Manager

DATE: November 6, 2023

RECOMMENDATION: Authorize an agreement with Visu-Sewer of Ohio, LLC for Uptown Sanitary Sewer Rehabilitation – Phase 2 in an amount not to exceed \$472,397.75.

SUMMARY

Authorize entering an agreement with Visu-Sewer from Reynoldsburg, Ohio to perform sanitary sewer lining in the Uptown area of Maumee.

BUDGETARY CONSIDERATIONS

Funding for this agreement will be split between OPWC loan/grant and the 2023 capital improvements budget for sanitary sewer.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

TD Engineering, Inc. was retained by the City to provide design and bidding services relative to sanitary sewer relining in the Uptown district. This project is the second phase in reducing infiltration from aging sewer pipes and manholes in the Uptown district and directly responds to Ohio EPA orders for the City to control the amount of stormwater entering the sanitary sewer system. A request for bids was published per state guidelines and responses were received from four companies by this office. TD Engineering reported during their review that the apparent low bidder, Visu-Sewer of Ohio, LLC, has performed similar projects in the past for several local communities without issue and performed the phase 1 lining for the City of Maumee with positive results. TD Engineering and this office therefore recommend awarding the contract to Visu-Sewer of Ohio, LLC of Reynoldsburg, Ohio.

POSITIONS

Requested action is for Maumee City Council to authorize an agreement with Visu-Sewer of Ohio, LLC to perform sanitary sewer lining services.

NOTICE OF AWARD

Date of Issuance: November 6, 2023
Owner: CITY OF MAUMEE Owner's Project No.: _____
Engineer: TD ENGINEERING, LLC Engineer's Project No.: 2022002
Project: UPTOWN SANITARY SEWER REHABILITATION – PHASE 2 IMPROVEMENTS
Contract Name: UPTOWN SANITARY SEWER REHABILITATION – PHASE 2 IMPROVEMENTS
Bidder: VISU-SEWER OF OHIO, LLC
Bidder's Address: 6508 Taylor Road SW, Reynoldsburg, OH 43068

You are notified that Owner has accepted your Bid dated October 6, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

MAUMEE UPTOWN SANITARY SEWER REHABILITATION – PHASE 2 IMPROVEMENTS

The Contract Price of the awarded Contract is \$ Four hundred seventy-two thousand three hundred ninety-seven dollars and seventy-five cents (\$472,397.75). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): **[NONE]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: CITY OF MAUMEE
By (signature): _____
Name (printed): _____
Title: _____
Copy: Engineer



SW Ohio Office
6146 Lakota Dr
Cincinnati, OH 45243
(513) 607-8397

NW Ohio Office
3909 Woodmont Rd
Toledo, OH 43613
(419) 265-2400

October 25, 2023

Mr. Matt Miles
Capital Projects Manager
City of Maumee
400 Conant Street
Maumee, OH 43537

Re: Maumee Uptown Sanitary Sewer Rehabilitation – Phase 2
Bid Results
Project No. 2022002

Dear Mr. Miles:

On Friday, October 6, 2023, bids were received at the City of Maumee until 10:00 a.m. for the Uptown Sanitary Sewer Rehabilitation – Phase 2 project in Maumee. At that time and place four (4) bids were received and have been reviewed.

The results of the bidding are tabulated on the attached sheet for your review.

We have reviewed the bids, and the apparent low bidder is Visu-Sewer of Ohio, LLC from Reynoldsburg, Ohio in the amount of \$472,397.75. This bid is below the engineer's estimate of \$545,000.00. We have reviewed the bids. Based on our review, it is our recommendation to award the contract to the low bidder, Visu-Sewer of Ohio, LLC.

If you have any questions or need any additional information, please contact me at your earliest convenience at 419-265-2400.

Yours truly,

TD Engineering, LLC

A handwritten signature in blue ink that reads 'Steven J. Darmofal'. The signature is written in a cursive style.

Steven J. Darmofal, P.E.
Principal Engineer/Member

Attachment

MAUMEE UPTOWN SANITARY SEWER REHABILITATION - PHASE 2
BID TABULATION
 BID OPENING - OCTOBER 6, 2023

ENGINEER: TD ENGINEERING, LLC, TOLEDO, OH ENGINEER'S ESTIMATE: \$545,500		PROJECT NUMBER: 2022002		VISU SEWER OF OHIO, LLC REYNOLDSBURG, OH		INSIGHT PIPE CONTRACTING, LLC HARMONY, PA		UNITED SURVEY, INC OAKWOOD VILLAGE, OH		INSITUFORM TECHNOLOGIES USA, LLC CHESTERFIELD, MO	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	8" Sanitary Rehabilitation with CIPP	266	FT	\$56.30	\$14,975.80	\$48.00	\$12,768.00	\$35.00	\$9,310.00	\$63.69	\$16,941.54
2	10" Sanitary Rehabilitation with CIPP	2117	FT	\$35.25	\$74,624.25	\$42.00	\$88,914.00	\$40.00	\$84,680.00	\$38.65	\$81,822.05
3	12" Sanitary Rehabilitation with CIPP	1150	FT	\$48.20	\$55,430.00	\$60.00	\$69,000.00	\$50.00	\$57,500.00	\$52.89	\$60,823.50
4	15" Sanitary Rehabilitation with CIPP	1423	FT	\$54.90	\$78,122.70	\$68.00	\$96,764.00	\$65.00	\$92,495.00	\$69.34	\$98,670.82
5	Minor Cleaning & Televsizing to Locate Taps	3356	FT	\$4.00	\$13,424.00	\$6.00	\$20,136.00	\$10.00	\$33,560.00	\$5.38	\$18,055.28
6	Heavy Cleaning & Televsizing to Locate Taps	1600	FT	\$4.00	\$6,400.00	\$7.30	\$11,680.00	\$12.00	\$19,200.00	\$8.59	\$13,744.00
7	Cut Back Protruding Taps Prior to Rehabilitation	14	EACH	\$450.00	\$6,300.00	\$600.00	\$8,400.00	\$500.00	\$7,000.00	\$188.00	\$2,632.00
8	Re-establishment of Active Laterals	92	EACH	\$10.00	\$920.00	\$100.00	\$9,200.00	\$50.00	\$4,600.00	\$100.00	\$9,200.00
9	Testing Lateral Connections at 8-Inch to 10-Inch Pipe	80	EACH	\$445.00	\$35,600.00	\$484.00	\$38,720.00	\$250.00	\$20,000.00	\$483.44	\$38,675.20
10	Testing Lateral Connections at 12-Inch to 15-Inch Pipe	12	EACH	\$445.00	\$5,340.00	\$613.00	\$7,356.00	\$250.00	\$3,000.00	\$612.33	\$7,348.20
11	Packer Injection Grouting of Lateral Connections	75	EACH	\$10.00	\$750.00	\$27.00	\$2,025.00	\$250.00	\$18,750.00	\$26.86	\$2,014.50
12	Chemical Grout for Service Lateral Connections	525	GAL	\$5.00	\$2,625.00	\$7.55	\$3,963.75	\$15.00	\$7,875.00	\$7.52	\$3,948.00
13	Post Construction TV Inspection of Rehabilitated Sewers	4956	FT	\$1.00	\$4,956.00	\$3.23	\$16,007.88	\$2.00	\$9,912.00	\$1.00	\$4,956.00
14	Manhole Lining	235	VER FT	\$270.00	\$63,450.00	\$269.00	\$63,215.00	\$250.00	\$58,750.00	\$268.58	\$63,116.30
15	Chemical Grout for Manholes	25	GAL	\$194.00	\$3,350.00	\$134.00	\$3,350.00	\$125.00	\$3,125.00	\$134.29	\$3,357.25
16	Remove Ex. Flushout	1	LUMP	\$2,200.00	\$2,200.00	\$2,151.00	\$2,151.00	\$5,000.00	\$5,000.00	\$19,337.36	\$19,337.36
17	New Sanitary Manhole UT-2662	1	LUMP	\$13,950.00	\$13,950.00	\$5,376.00	\$5,376.00	\$20,000.00	\$20,000.00	\$17,690.46	\$17,690.46
18	New Sanitary Manhole (Contingency)	8	VER FT	\$1,715.00	\$13,720.00	\$672.00	\$5,376.00	\$2,500.00	\$20,000.00	\$2,156.66	\$17,253.28
19	Surface Pre-Construction Video	1	LUMP	\$2,500.00	\$2,500.00	\$6,317.00	\$6,317.00	\$10,000.00	\$10,000.00	\$5,640.06	\$5,640.06
20	Mobilization	1	LUMP	\$16,000.00	\$16,000.00	\$19,100.00	\$19,100.00	\$50,000.00	\$50,000.00	\$17,500.00	\$17,500.00
21	Maintaining Traffic	1	LUMP	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00
22	Heavy Cleaning of Lateral Joint Connection to the Mainline Sewer	2	EACH	\$1,500.00	\$3,000.00	\$2,154.00	\$4,308.00	\$2,000.00	\$4,000.00	\$537.16	\$1,074.32
23	Open Cut Point Repair of 10-Inch Sanitary in Paved Area (7-10 Feet Deep) (Contingency)	1	EACH	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
24	Open Cut Point Repair of 8-Inch Sanitary in Paved Area (Less than 7.0 Feet Deep) (Contingency)	1	EACH	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
25	Add Formed Concrete Invert in Ex. Manhole Prior to Lining (Contingency)	1	EACH	\$1,000.00	\$1,000.00	\$2,688.00	\$2,688.00	\$5,000.00	\$5,000.00	\$449.52	\$449.52
26	Set-up for Rehabilitation of Service Lateral Connection with T-Liner (Contingency)	1	LUMP	\$5,350.00	\$5,350.00	\$5,376.00	\$5,376.00	\$2,500.00	\$2,500.00	NO PRICE GIVEN	NO BID
27	Rehabilitation of Service Lateral Connection with T-Liner (Contingency)	2	EACH	\$6,955.00	\$13,910.00	\$6,985.00	\$13,970.00	\$7,500.00	\$15,000.00	NO PRICE GIVEN	NO BID
28	Setup and Installation of Host Tube for CIPP Directly Through a Manhole to be Abandoned	1	EACH	\$1,000.00	\$1,000.00	\$538.00	\$538.00	\$1,000.00	\$1,000.00	NO PRICE GIVEN	NO BID
TOTAL BID AMOUNT					\$472,397.75		\$550,207.63		\$595,757.00	INCOMPLETE BID, PRICE OF ITEMS 1-25	\$545,249.64

Note: Bid price read was \$530,999.64

11 A

ORDINANCE NO. 040-2023

AN ORDINANCE AMENDING ORDINANCE 131-2015 AND SECTION 1143.04 OF THE MAUMEE CODIFIED ORDINANCES TO CLARIFY WHAT SIGNS ARE PROHIBITED IN THE MAUMEE ZONING CODE, AND DECLARING AN EMERGENCY

WHEREAS, Maumee Codified Ordinance Section 1143.04 is part of the City of Maumee Zoning Code and certain changes are necessary to resolve any potential conflicts within the code;

WHEREAS, these changes will clarify what signs are prohibited in the Maumee Zoning Code, and the Planning Commission recommended these changes after a public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee Codified Ordinance Section 1143.04 is hereby amended in part as follows:

1143.04 PROHIBITED SIGNS.

The following signs shall not be permitted, erected, or maintained in any district:

- (a) Signs stationary or movable; rotating or movable in any plane which incorporates in any manner any flashing or moving light sources except as provided for in [1143.16](#).
- (b) Any sign or sign structure which:
 - (1) Is structurally unsafe; or
 - (2) Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment; or
 - (3) Is not kept in good repair; or
 - (4) Is capable of causing electrical shocks to persons likely to come in contact with it.
- (c) Any sign which, by reason of its size, location, content, coloring, or manner of illumination, constitutes a traffic hazard by obstructing or distracting the vision of drivers, or by obstructing or detracting from the visibility of any traffic sign or control device on public streets and roads.
- (d) Any sign which obstructs free ingress to or egress from a required door, window, fire escape or other required entrance or exit way.
- (e) Any sign which makes use of words such as "Stop", "Look", "Danger" or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead or confuse traffic.
- (f) Any sign or other advertising structure containing any obscene matter.
- (g) Any sign now or hereafter existing which no longer advertises a bona fide business conducted or a product sold on the premises **or is otherwise is not a valid nonconforming use for said sign**. Such sign and its supporting structure shall be removed within a period of ninety (90) calendar days after the business ceases operation **or is not a valid nonconforming use, whichever first occurs**.
- (h) Balloon or other inflatable signs.

- (i) Billboards.
- (j) Roof signs.
- (k) Pennants, streamers, and street banners.
- (l) Pole signs (exception: pole signs existing at the time of passage of this section ~~may be refaced, however,~~ which are shall be subject to all other restrictions set forth under Section [1143.21](#))
- (m) Signs which use plasma illumination technology.
- (n) Animated signs or signs with any moving parts.
- (o) Any sign unlawfully installed, erected, maintained, or otherwise not in conformance with the Maumee Building Code.

SECTION 2. Section 1143.04 of the Maumee Codified Ordinances, Ordinance 131-2015 and any ordinances, parts of ordinances or the chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes;

SECTION 3. This ordinance is declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the City of Maumee, and more specifically to allow for the immediate update of the zoning code so as to eliminate any inconsistent provisions in the Maumee Zoning Code which will be a benefit for the citizens of Maumee, wherefore this ordinance will go into immediate effect upon its adoption by council.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to declare an emergency:
 Yeas Nays
 Motion to Pass:
 Yeas Nays
 Passed: November 6, 2023

Seconded:
 Seconded:

ATTEST:

 Municipal Clerk.

 Mayor.

Approved as to form by:

 Law Director.

11 B

ORDINANCE NO. 041-2023

AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE SECTION 1143.21 OF THE MAUMEE ZONING CODE TO CLARIFY THE REPLACEMENT AND REMOVAL OF NONCONFORMING SIGNS AND THEIR APPLICATION, AND DECLARING AN EMERGENCY

WHEREAS, Maumee Codified Ordinance Section 1143.21 deals with nonconforming signs and is part of the City of Maumee Zoning Code and certain changes are necessary as it relates to these signs;

WHEREAS, these changes will clarify the replacement and removal of nonconforming signs and their application in the Maumee Zoning Code, and the Planning Commission recommended these changes after a public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee Codified Ordinance Section 1143.21 is hereby amended in part as follows:

1143.21 NONCONFORMING SIGNS.

It is the intent of this section to recognize that the eventual elimination, as expeditiously as is reasonable, of existing signs that are not in conformity with the provisions of this chapter, is as much a subject of health, safety, and welfare as is the prohibition of new signs that would violate the provisions of this chapter. ~~It is also the intent of this section that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established private property rights.~~

No nonconforming sign **or sign structure**:

- (a) Shall be changed to another nonconforming sign;
- (b) Shall have any changes made in the words or symbols used or the message displayed on the sign unless the sign is designed for periodic change of message;
- (c) Shall be structurally altered so as to prolong the life of the sign, **or the structure or pole supporting the sign**, or **altered** so as to change the shape, size, type, or design of the sign;
- (d) Shall have the face or faces changed when such sign is of a type of construction to permit a such a complete change of face **or faces**; ~~(except for pole signs existing prior to October 2010)~~
- (e) Shall be reestablished after the activity, business, or usage to which it relates has been discontinued for ninety (90) calendar days or longer; or
- (f) Shall be reestablished after damage or destruction if the estimated expense of reconstruction exceeds **thirty (30)** ~~fifty (50)~~ percent of the appraised replacement **cost of the sign** as determined by the Director of Public Safety.

SECTION 2. Section 1143.21, Ordinance 131-2015 and any ordinances, parts of ordinances or the chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes;

SECTION 3. This ordinance is declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the City of Maumee, and more specifically to allow for the immediate update of the zoning code so as to eliminate any inconsistent provisions in the Maumee Zoning Code which will be a benefit for the citizens of Maumee, wherefore this ordinance will go into immediate effect upon its adoption by council.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to declare an emergency:
Yeas Nays
Motion to Pass:
Yeas Nays
Passed: November 6, 2023

Seconded:

Seconded:

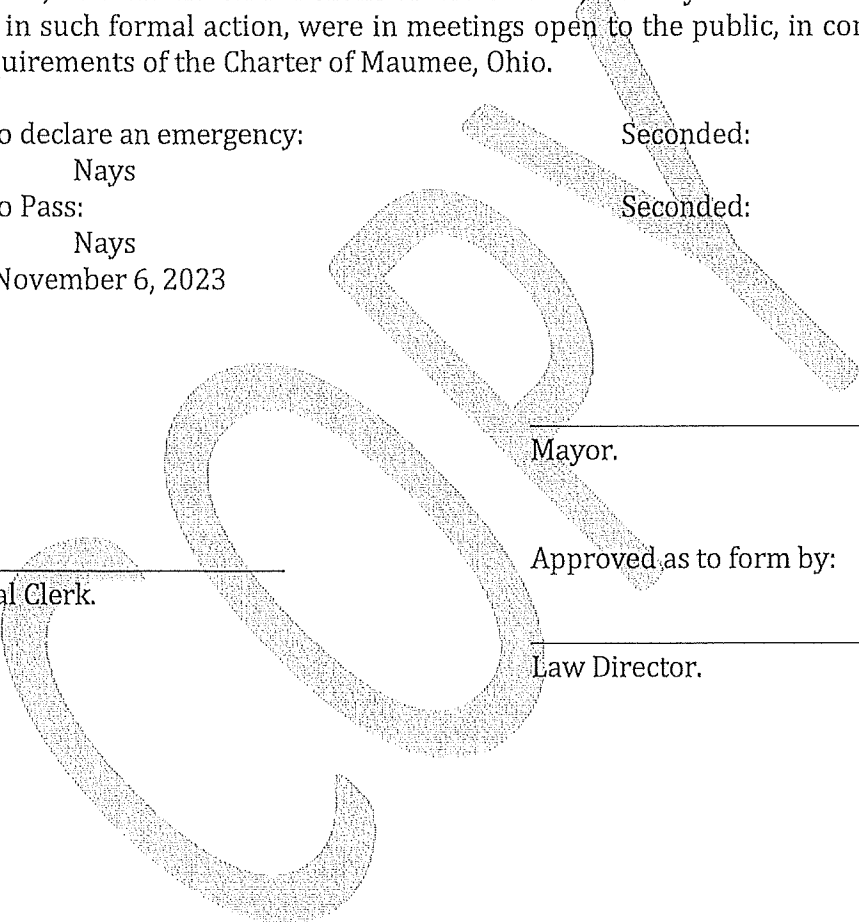
Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.



11C

ORDINANCE NO. 042-2023

AN ORDINANCE AMENDING ORDINANCE 039-2023 UPDATING THE REQUIREMENTS FOR THE USE AND DISPOSITION OF MUNICIPAL PROPERTY.

WHEREAS, Maumee has previously adopted Chapter 105 titled Municipal Property of the Maumee Codified Ordinances and adopted Ordinance 039-2023,

WHEREAS, in order to add one additional provision Ordinance 039-2023 should be amended to include the following revisions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Ordinance 039-2023 and Chapter 105 of the Maumee Codified Ordinances be, and the same hereby are amended as follows:

CHAPTER 105
Municipal Property

105.01 Use of municipal buildings.

105.02 Use of municipally owned equipment.

105.03 Disposal of personal property and vehicles unneeded, obsolete, or unfit for municipal purposes

105.04 Sale or Lease of City owned Real Property

CROSS REFERENCES

~~Sale or lease of property - see Ohio R.C. Ch. 721~~

~~Disposition of property - see Ohio R.C. 2933.41~~

~~Destruction of property - see GEN. OFF. 541.04~~

~~Amend Ord. 12-2015~~

105.01 USE OF MUNICIPAL BUILDINGS.

~~The City Administrator in consultation with the Finance Director and Law Director~~
~~Directors of Public Safety and Service~~ is hereby authorized and empowered to establish rules and regulations concerning the use of the municipal buildings **and real property**, and to charge and collect from persons or organizations using the same, except in connection with municipal business, reasonable charges to cover heat, light, **insurance, overhead, employee costs, janitor service and other costs** for such use.

105.02 USE OF MUNICIPALLY OWNED EQUIPMENT.

(a) Vehicles, equipment, and personal property belonging to the City shall not be used by or for the benefit of private individuals, firms, or corporations **unless it for a public purpose or public project; or** except under the conditions and in the manner provided in this section **or pursuant to rules established for use of said vehicles.**

~~(b) If in the judgment of the Mayor or the Directors of Public Safety and Service an emergency exists requiring the use or employment of such vehicles, equipment or personal property for the benefit or on behalf of private individuals, firms or corporations, the same may be so used, but only in the charge of and under the direction of an employee~~

~~or employees of the City designated by the Mayor or Directors and upon condition that the party or parties for whom the same is used pay to the City the cost of the use thereof as fixed by the Directors, which shall include compensation to City employees in charge of or directing the use of such vehicles, equipment or personal property.~~

(e) **(b)** The **Law Director and Finance Director** ~~Directors of Public Safety and Service~~ are hereby authorized to establish and enforce rules, **insurance requirements**, regulations and rates of charge for the use of such vehicles, equipment and personal property in accordance with this section.

(d) **(c)** Nothing contained herein shall be deemed to authorize or permit the employment or use of municipally owned property in any manner or for any purpose forbidden by the statutes or laws of **the City of Maumee or the State of Ohio**.

105.03 DISPOSAL OF PERSONAL PROPERTY AND VEHICLES UNNEEDED, OBSOLETE OR UNFIT FOR MUNICIPAL PURPOSES.

(a) The City shall dispose of municipal personal property and vehicles that are no longer needed for a public purpose. Reasonable efforts shall be made to obtain the value for the sale or disposition of such property. City Council shall authorize surplus of said property as required per policy.

(1) Scrap value, repair, storage, labor, and other applicable costs are considered when determining the value of said property.

(b) Methods of sale and/or disposal.

(1) Auction, sealed bids, or Internet auction:

(A) Auctions and sealed bid disposal shall be conducted after advertisement for not less than two **(2)** consecutive weeks in a newspaper of general circulation within the municipal corporation and/or on municipal website for the same.

(B) Internet auctions shall be open for a minimum of 28 days for all non-motor vehicle sales; 45 days for sales of motor vehicles.

(C) Minimum bid shall be determined by department supervisor and City Administrator or division Director.

(D) Property scheduled for auction, sealed bids, or Internet auction shall be sold to the highest and best bidder. The department supervisor or City Administrator or division Director is authorized to determine the highest and best bidder and to reject any and all bids.

(2) Fixed Price:

(A) Price shall be determined by City Administrator and Finance Director with consultation of division supervisor or as determined by City Administrator.

(B) Property shall be made available for sale on a case by case basis; including but not limited to website or social media advertising and specific inquiries.

(C) Sale shall be awarded in order offer is received.

(D) In addition to payment of the purchase price, the City Administrator may require reimbursement to the city for some or all of the City's costs associated with the sale of the item, including but not limited to surveyor fees, advertising costs, auctioneer fees or commissions.

(c) Authorization for disposal:

(1) City Council shall authorize the sale or otherwise dispose of personal property and/ or vehicles with a fair market value of \$5,000 or more.

(2) City Administrator in consultation with the Finance Director and Law Director is authorized to sell or otherwise dispose of surplus personal property and/or vehicles with a fair market value of less than \$5,000 by any of the methods set forth herein.

(d) Other dispositions of municipal personal property and/or vehicles:

(1) By destruction upon the determination of the City Administrator and/or the City Law Director that the property needs to be destroyed for public safety reasons.

(2) By trade for goods or services of like value when such trade is determined by the City Administrator to be in the best interest of the City.

(3) By trade-in for credit at the time of the City's purchase of new or replacement property.

(4) By sale to another government jurisdiction without the requirement of competitive bidding.

(5) By donation to a charitable organization.

(6) By selling as scrap metal.

(7) By refuse collection if item holds no value or has minimal value and the cost of disposal will exceed sales price, and no other disposition method listed above would apply.

105.04 SALE OR LEASE OF CITY OWNED REAL PROPERTY.

(a) Except as otherwise provided herein, real property, or any interest therein, belonging to the City may be sold, leased or otherwise encumbered pursuant to the methods established for the sale or lease by an ordinance, passed by Council, authorizing such sale, lease or encumbrance, after a finding by the City Administrator or City Council that it is no longer needed for municipal purposes or, in those cases in which real estate is offered only for lease for a term, that it will not be needed for municipal purposes during the term or, in those cases where a proposed sale is for an interest of less than fee simple, that the sale shall not be adverse to those interests in the real property retained by the City. Council may authorize the City Administrator to transfer, convey, and/or lease real property, owned by the City as part of an economic development incentive and/or development agreement.

When bidding is authorized by an ordinance authorizing the sale of real property, bidding shall be conducted by the City Administrator in conformance with the terms of said ordinance. Such terms shall include, as appropriate, the method of taking bids, the minimum bid amount, references to available additional information, the method of advertising for bids and other pertinent information. In addition to payment of the purchase price, the City Administrator may require the highest bidder to reimburse the City for some or all of the City's costs associated with the sale of the real property interest, including but not limited to the appraiser and surveyor fees, advertising costs, auctioneer fees, real estate commissions, title insurance fees, transfer fees, document preparation costs, taxes and closing costs. The City Administrator shall in all cases reserve the right to reject all bids in the event that it is determined that no bids submitted are acceptable. If an ordinance requires the auction of real property, if said property is not sold at auction, said property may be offered for sale at a later auction without further action of Council. The requirement of a minimum bid for real property which has received no acceptable bids at a prior auction may be waived by

the City Administrator. If more than one bid acceptable to the City Administrator is received for a parcel of real property, the parcel may be sold to the highest bidder.

The City Administrator shall in all cases reserve the right to reject any and all bids or offers for the sale of real property in the event that it is determined that no offers or bids submitted are acceptable.

(b) The City Administrator in consultation with the Finance Director and Law Director is authorized, without the approval of Council, to do the following:

(1) Grant a lease of, or right of entry upon, any City-owned real property for a term of one year or less.

(2) Grant an easement on, over, under, or across City-owned real property for utility purposes or other purposes that are in the best interest of the City.

(3) Execute, on behalf of the City, Ohio Department of Liquor Control forms enabling promoters of special events to provide or sell alcoholic beverages on City owned real property.

(4) Grant a license for use of City of Maumee property including use of right of ways.

SECTION 2. Ordinance 039-2023 and Chapter 105 of the Maumee Codified Ordinances are hereby amended in part to reflect the foregoing addition;

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio and the laws of the State of Ohio.

Motion to waive three readings:

Second:

Yeas: Nays:

Motion to Pass:

Second:

Yeas: Nays:

Passed: November 6, 2023.

Mayor

ATTEST:

Municipal Clerk

Approved as to form by:

Law Director