



CITY OF FAIRVIEW PARK CITY COUNCIL MEETING AGENDA

MONDAY, DECEMBER 2, 2019 REGULAR COUNCIL MEETING

6:30 p.m. - Study Session – Council Caucus Room
Swearing-In of Officer Kevin McLaughlin – *Immediately following Council Caucus*
7:00 p.m. - Council Meeting – Council Chambers

Meeting Called to Order

Moment of Silent Prayer | Pledge of Allegiance

Roll Call

Disposition of Minutes

Regular Meeting of Council November 4, 2019
Regular Meeting of Council November 18, 2019

Committee Reports

Environment, Public Works, Planning, Zoning and Development, Councilman Minek, Chair
Local Government and Community Services, Councilman McDonough, Chair
Finance, Councilman Wojnar, Chair

~ LEGISLATIVE AGENDA ~

Legislation on First Reading

COUNCILMAN WOJNAR
Res. 19-__ | 2020 Area Agency on Aging Contract

Legislation on Second Reading

COUNCILMAN MINEK
Ord. 19-58 | Authorizing Participation in ODOT Municipal Bridge Inspection Program 2020-2022

COUNCILMAN MCDONOUGH

Ord. 19-59 | Amending Chapter 563 Fair Housing Code
Ord. 19-60 | Amending Section 541.12 Ethnic Intimidation
Ord. 19-61 | Authorizing Dedication of Property at 4200 Thomas Ln for City Park
Ord. 19-62 | Amending Chapter 921_Grannis and Thomas Lane Parks
Ord. 19-63 | Amending Section 927.05 Persons Prohibited in Playgrounds, Parks and Recreational Facilities
Res. 19-20 | Resolution Affirming City Commitment to Diversity and Inclusion

COUNCILMAN WOJNAR

Ord. 19-64 | Authorizing Application for 2020 Cuyahoga County CDSG Grant
Ord. 19-65 | Authorizing Contract with Summit County for Health Insurance 2020-2022
Ord. 19-66 | Gemini Center Membership and Fees for 2020
Ord. 19-67 | TAC Computer Agreement 2020

Agenda continued on back →

Legislation on Second Reading (continued)

Ord. 19-68 | 2019 Final Appropriations
Ord. 19-69 | 2020 Temporary Appropriations
Res. 19-21 | County Fiscal Officer to Advance Taxes 2020

Audience Input on Legislation Up for Passage

Legislation on Third Reading and Final Passage

COUNCILMAN MINEK
Ord. 19-55 | Authorizing Plans and Specifications for W 213 Water Line Replacement
Ord. 19-56 | Authorizing Bids and Award for W 213 Water Line Replacement

COUNCILMAN WOJNAR
Ord. 19-57 | Authorizing Participation in Cooperative Purchase Programs 2020-2021

Reports and Communications from Mayor, Directors and Other City Officials

Public Session

Miscellaneous Business and Reports from Council

Adjournment

DO YOU HAVE A SMART DEVICE?

To download tonight's agenda and legislation being considered, scan the code below:



UPCOMING MEETINGS OF COUNCIL

MON, DEC 9	Committee Meeting	7:00 p.m.	Council Caucus Room
MON, DEC 16	Council Meeting	7:00 p.m.	Council Chambers
MON, DEC 23	Committee Meeting	7:00 p.m.	Council Caucus Room

1
2 **MINUTES OF THE REGULAR MEETING OF FAIRVIEW PARK CITY COUNCIL**
3 **MONDAY, NOVEMBER 4, 2019**
4

5 The regular meeting of Council was called to order by Council President Kilbane at 7:01 p.m.

6 MOMENT OF SILENT PRAYER

7 PLEDGE OF ALLEGIANCE

8 ROLL CALL | PRESENT:

9 Council - B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

10 Administration – Mayor Patton, Director Leininger, Director Cingle, Director Gibbons, Engineer Mackay

11
12 THE CHAIR made a motion to excuse Councilman McDonough from the meeting.

13 Moved and Seconded.

14 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

15 YES: B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

16
17 THE CHAIR made a motion to excuse Councilman Wojnar from the meeting.

18 Moved and Seconded.

19 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

20 YES: B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

21
22 THE CHAIR made a motion to approve the minutes of the regular meeting of council on Monday, October
23 21, 2019.

24 Moved and Seconded.

25 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

26 YES: B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

27
28 THE CHAIR made a motion to approve the minutes of the special meeting of council on Monday, October
29 28, 2019.

30 Moved and Seconded.

31 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

32 YES: B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

33
34 **COMMITTEE REPORTS**

35 COUNCILWOMAN WERING reported The Local Government & Community Services committee met on
36 Monday October 28, 2019 at 7:02 pm. In attendance were members of council, Mayor Patton and Law
37 Director Gibbons. Council discussed **Ordinance 19-50**, which was introduced in tandem with the City and
38 nation recognizing October as Domestic Violence Awareness Month. This legislation would establish
39 Chapter 704 in the Fairview Park codified ordinances to provide Housing Protections for Domestic Violence
40 Victims & Affected Landlords. Council discussed the issues and legislative realities of domestic violence
41 including: that domestic violence doesn't just affect the survivors, but also and the community as a whole
42 including children, witnesses to it, landlords, etc); 10% of all US murders are committed by intimate partners
43 and 70% of females are domestic violence related, 70% of them are females killed by intimate partners;
44 Despite Ohio having a Domestic Violence statute being on books for 40 years, it does not have any
45 protections for victims or landlords under those State statutes; legislation mirrored after City of Brooklyn
46 ordinance passed in April; Prevents victim from having to make difficult choice of staying or being
47 financially penalized for breaking a lease outright; legislation would apply to apartments and (single-family)
48 home rentals; this is not a cure-all, but a tool; specific actions need to be taken by the victim to be granted
49 protections in the ordinance; current provisions as it is written will be looked at closer to determine if they
50 are needed (lock replacement, landlord notification/disseminating information, lease provisions. Council is
51 looking for input of Council, Law Director, Mayor and any interested landlords, other state/city provisions

52 as they continue to consider this legislation and hopeful that this legislation can lead the way on this issue in
53 Fairview Park and eventually the state. A motion to place on 2nd reading and return to committee passed by
54 a vote of 7-0. The Local Government and Community Services Committee ended at 7:32 PM.

55

56 COUNCILMAN SMITH reported the Finance Committee met on Monday, The Finance Committee met on
57 Monday, October 28th at 7:32pm to discuss the following:

58 **Ordinance 19-46** Contract with McGowan and Company for City Insurance. Active shooter coverage was
59 discussed. One million dollars in coverage would cost \$5,250 per year. McGowan recommended the one
60 million dollars in active shooter coverage. Coverage would start on November 1st. Total cost for coverage
61 would be \$147,520 which includes the active shooter coverage. Last year's premium was \$154,848. A vote
62 to amend Ordinance 19-46 to add the active shooter coverage passed 7-0. A motion to place on 3rd and final
63 passage passed by a vote of 7-0. **Ordinance 19-48** Authorizing disposal of dilapidated obsolete equipment
64 from various departments. Director Leininger advised there needed to be 2 copies added to the list. Language
65 in the ordinance also had to be amended in order to remove the word "can". A motion to amend the ordinance
66 passed by a vote of 7-0. A motion template on 3rd and final passage passed by a vote of 7-0. **Ordinance 19-**
67 **51** Authorizing the Mayor to enter into a contract with Knowles Municipal Forestry to conduct and update
68 to the City's Street Tree Inventory & Management Plan. A grant has been awarded by the Cuyahoga County
69 Planning Commission. The cost of the plan update is \$21,025. The remaining funds will be used to purchase
70 and plant the trees and will come in a future ordinance. Concerns were raised by council regarding trees that
71 have been planted in the past along Lorain road that have died or have grown into power lines. New types
72 of trees are now being planted that are drought and salt resistant and should not reach heights that would
73 interfere with power lines. A motion to place on 2nd subsequent 3rd passed by a vote of 7-0. **Ordinance 19-**
74 **52** Authorizing contact for wastewater collection system operator. A contract with Clarity Wastewater
75 Systems for one year at a cost of \$40,000. Changes have been made by the state requiring an operator
76 licensed by the state to monitor and perform technical duties. No employees of the city hold this license. Our
77 existing contract started on August 27 and will end on December 31. Director Leininger stated the company
78 had performed very well for us so far. The city will still be responsible for repairs. A motion to place on 2nd
79 subsequent 3rd passed by a vote of 7-0. **Ordinance 19-53** Authorizing agreement with Software Solutions
80 for Finance department. Director Cingle state that RITA previously supplied software support for the finance
81 department and payroll. We were advised that as of the end of September, RITA will no longer supply this
82 support. We will now contact directly with the software manufacturer. This will be effective November 1,
83 2019. We were paying RITA \$1,700/month and an additional \$4,915 annually for software support. A total
84 of \$25,315. The new contact will be a 14-month period for \$21,653. A motion to place on 2nd subsequent
85 3rd passed by a vote of 7-0. **Ordinance 19-54** Requesting the City of Rocky River apply for financial
86 assistance from Ohio Public Works Commission's State Capital Improvement Fund for the funding of the
87 Rocky River Wastewater Treatment Plant Final Clarifier Rehabilitation Project. This needs to be passed
88 additionally by the cities of Rocky River, Bay Village and Westlake. This is in order to make improvements
89 without having unnecessary financial burden on the residents from the surrounding communities that pay
90 into the plant. The clarifier needs 7.6 million dollars in rehabilitation. This is just the first in a number of
91 repairs to an aging plant. This is for a loan to support the project. First read emergency passage is being
92 requested as the application is already in the review process. A motion to place on first read emergency
93 passage passed by a vote of 7-0.

94

95 **LEGISLATION ON FIRST READING**

96 COUNCILMAN MINEK placed the following legislation up for first reading and introduction:

97 ORDINANCE NO. 19-55

98 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

99 SPONSORED BY: COUNCILMAN MINEK

100 *AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS AND SPECIFICATIONS*
101 *AND PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE WEST 213th STREET*

102 *WATER LINE REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW PARKWAY*
103 *AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY*

104 ACTION: Ordinance 19-55 was first reading and referred to the Environment, Public Works, Planning,
105 Zoning and Development Committee.

106

107 ORDINANCE NO. 19-56

108 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

109 SPONSORED BY: COUNCILMAN MINEK

110 *AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT TO*
111 *ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE WEST 213th*
112 *STREET WATER MAIN REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW*
113 *PARKWAY AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY*

114 ACTION: Ordinance 19-56 was first reading and referred to the Environment, Public Works, Planning,
115 Zoning and Development Committee.

116

117 COUNCILMAN SMITH placed the following legislation up for first reading and introduction:

118 ORDINANCE NO. 19-57

119 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

120 SPONSORED BY: COUNCILMAN WOJNAR

121 *AN ORDINANCE AUTHORIZING THE CITY DIRECTORS TO PARTICIPATE IN VARIOUS*
122 *COOPERATIVE PURCHASING PROGRAMS, AND DECLARING AN EMERGENCY.*

123 ACTION: Ordinance 19-57 was first reading and referred to the Finance Committee.

124

125 **LEGISLATION ON SECOND READING**

126 COUNCILWOMAN WERING placed the following legislation up for second reading:

127 ORDINANCE NO. 19-50

128 REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

129 *ESTABLISHING CHAPTER 704 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK*
130 *TO CREATE HOUSING PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE AND AFFECTED*
131 *LANDLORDS*

132 ACTION: Ordinance 19-50 was placed on second reading and returned to the Local Government and
133 Community Services Committee.

134

135 COUNCILMAN SMITH placed the following legislation up for second reading:

136 ORDINANCE NO. 19-51

137 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT

138 SPONSORED BY: COUNCILMAN WOJNAR

139 CO-SPONSORED BY: COUNCILMAN MINEK

140 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KNOWLES*
141 *MUNICIPAL FORESTRY, LLC TO CONDUCT AN UPDATE TO THE CITY'S STREET TREE INVENTORY*
142 *AND MANAGEMENT PLAN FUNDED BY THE CUYAHOGA COUNTY PLANNING COMMISSION'S*
143 *2019 HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND DECLARING AN EMERGENCY*

144 ACTION: Ordinance 19-51 was placed on second reading.

145

146 ORDINANCE NO. 19-52

147 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF SERVICE & DEVELOPMENT

148 SPONSORED BY: COUNCILMAN WOJNAR

149 CO-SPONSORED BY: COUNCILMAN MINEK

150 *AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$40,000 TO RENEW FOR ONE-YEAR THE*
151 *CONTRACT WITH CLARITY WASTEWATER SYSTEMS LLC FOR STATE OF OHIO LICENSED*
152 *WASTEWATER COLLECTION SYSTEM OPERATOR SERVICES AND DECLARING AN EMERGENCY.*

153 ACTION: Ordinance 19-52 was placed on second reading.

154

155 ORDINANCE NO. 19-53

156 REQUESTED BY: FINANCE DIRECTOR, GREG CINGLE

157 SPONSORED BY: COUNCILMAN WOJNAR

158 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SUPPORT*

159 *SERVICES WITH SOFTWARE SOLUTIONS, INC. AND DECLARING AN EMERGENCY*

160 ACTION: Ordinance 19-53 was placed on second reading.

161

162 **REPORTS AND COMMUNICATION FROM THE MAYOR, DIRECTORS, AND OTHER CITY**
163 **OFFICIALS**

164 MAYOR PATTON reported that there will be a public meeting on Monday, November 11 at 6:30pm for the
165 public to discuss the Community Development Supplemental Grant Application which is the “casino
166 money” that is distributed to the cities by the County. The Seniors Helping Senior event has been moved
167 back a week until the 13th. There will also be a Westshore Council of Governments meeting that day.
168 November 16th there will be a Rec-The-Halls, which is a holiday boutique that will be held at the Recreation
169 Center. Hylan Dental will be coming to the shopping center at West 220th and Lorain. The shopping center
170 has been purchased, and there will be a new look coming to it.

171

172 DIRECTOR LEININGER reported that leaf collection started last week and they did get through the whole
173 city and will start again, but it is not likely they will get through so quickly again due to the number of leave
174 that have fallen since then. He advised everyone to check the leaf tracker on the website to see when they
175 will be collected in neighborhoods. The Mastick Road project and Lorain Road streetscape Projects should
176 both completed by next week. Dominion Gas will be doing gas line replacements in the city which should
177 be beginning on the 11th, and will be advising residents who will be affected. He advised everyone to go out
178 and vote.

179

180 DIRECTOR CINGLE reported that the October monthly reports will be distributed and wished the
181 candidates good luck in the election tomorrow.

182

183 DIRECTOR GIBBONS wished good luck to all the candidates.

184

185 ENGINEER MACKAY reported that the 2019 Street Project is wrapping up and should be completed by
186 November 12.

187

188 **PUBLIC SESSION**

189 MR. JOHN TAYLOR – 22405 Macbeth – MR.TAYLOR said that since the projects at West 220th and
190 Mastick is wrapping up that traffic is backing up there, particularly southbound during rush hour in the
191 morning. He asked if more time could be given. He reported that there are also two streetlights still out on
192 the southwest and south east corners of that same intersection and asked if First Energy can be asked to come
193 out and address them. The crosswalk signals at West 210th St and Center Ridge and also at West 204th St do
194 seem to be working. MR.TAYLOR asked if the leaves could be collected more carefully around small trees
195 and signs when they are collected.

196

197 MS. KAREN KIRSCH – FIRST ENERGY – MS. KIRSCH said that she has been the representative of First
198 Energy for the last 13 years and it has been a pleasure serving Fairview Park. She advised that she noted the
199 locations in the comments of Mr. Taylor.

200 THE CHAIR thanked Ms. Kirsch for always being so prompt in responding to his calls.

201

202 MR. JOHN DONOLAN – 4583 Concord Drive - MR. DONOLAN wished Director Leininger good luck in
203 his new position and said he has done a great job and hopes that the next mayor finds someone at least half
204 as talented as him going forward.

205

206 **MISCELLANEOUS BUSINESS AND COMMENTS BY MEMBERS OF COUNCIL**

207 COUNCILMAN MINEK wished the best of luck to his colleagues.

208 COUNCILMAN RUSSO asked the mayor about the meeting regarding the airport regarding noise
209 complaints.

210 MAYOR PATTON said that she has been keeping Councilman Minek and the WestLife updated on the
211 issue, but she is having a difficult time getting the FAA to agree to come out for a community meeting. She
212 said she is trying a different tactic with the WestLife doing some stories with residents. The last
213 correspondence she received from the airport from Director Kennedy was that he cannot answer any more
214 questions so she is now trying to get the FAA to come here.

215 THE CHAIR said that he continually gets complaints about the issue.

216

217 COUNCILMAN SMITH said that he had opportunity to attend the POW/MIA memorial Chair ceremony at
218 the stadium with other council members and it was a very nice ceremony. The high school fall play will be
219 held from November 15-17 and encouraged everyone to attend if you can. He thanked all veterans for their
220 service in advance of upcoming Veterans Day. He wished his council colleagues and candidates in the
221 audience good luck.

222

223 THE CHAIR entertained a motion to adjourn the regular meeting with no further business.

224 Moved and Seconded.

225 ROLL ON MOTION: Vote: YES-7, NO-0 | Meeting adjourned at 7:31 p.m.

226 YES: B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

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Michael P. Kilbane, President of Council

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Eileen Ann Patton, Mayor

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2 **MINUTES OF THE REGULAR MEETING OF FAIRVIEW PARK CITY COUNCIL**
3 **MONDAY, NOVEMBER 18, 2019**
4

5 The regular meeting of Council was called to order by Council President Kilbane at 7:19 p.m.

6 MOMENT OF SILENT PRAYER

7 PLEDGE OF ALLEGIANCE

8 ROLL CALL | PRESENT:

9 Council – B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

10 Administration – Mayor Patton, Director Leininger, Director Cingle, Director Gibbons, Engineer Mackay

11
12 THE CHAIR made a motion to excuse Council President Kilbane from the meeting.

13 Moved and Seconded.

14 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

15 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

16
17 THE CHAIR made a motion to suspend the normal order of business to present a resolution.

18 Moved and Seconded.

19 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

20 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

21 COUNCILMAN RUSSO presented a resolution for emergency passage.

22 RESOLUTION NO. 19-19

23 REQUESTED AND SPONSORED BY: COUNCILMAN RUSSO

24 CO-SPONSORED BY: COUNCILMEMBERS MCDONOUGH, MINEK, WOJNAR, WERING, SMITH

25 AND COUNCIL PRESIDENT KILBANE

26 *A RESOLUTION CONGRATULATING JOHN SCHULLER FOR ACHIEVING THE RANK OF EAGLE*
27 *SCOUT*

28 COUNCILMAN RUSSO made a motion to suspend the Charter Provision and Rule 49 requiring three
29 readings.

30 Moved and Seconded.

31 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

32 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

33 THE CHAIR asked for any further discussion before passage.

34 COUNCILMAN RUSSO made a motion to dispense Rule 53 requiring reference to Committee.

35 Moved and Seconded.

36 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

37 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

38 THE CHAIR asked for any further discussion before passage.

39 COUNCILMAN RUSSO asked for concurrence to read the resolution in pertinent part; Council concurred.

40 THE CLERK read the resolution.

41 THE CHAIR asked for any further discussion before passage. No Discussion.

42 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Resolution 19-19 passes.

43 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

44 COUNCILMAN

45
46 **COMMITTEE REPORTS**

47 COUNCILMAN SMITH reported that the Finance Committee met on Monday, November 11 at 8:01 pm.

48 In attendance were members of Council and Director Leininger. The following legislation was discussed:

49 **Ordinance 19-57**, An ordinance authorizing the city directors to participate in various cooperative
50 purchasing programs, and declaring an emergency. The home rule powers of the Ohio Constitution grant

51 power to the City of Fairview Park to participate in joint purchasing programs. Governmental Cooperative

52 Programs are non-profit instruments of the government that assists local and state agencies in reducing the
53 costs of purchased goods through the purchasing power of public agencies nationwide through competitively
54 solicited contracts. This legislation will allow the Directors in the City to continue to participate in the
55 Governmental Cooperative contracts for the calendar years 2020 and 2021. A motion to place on second nd
56 subsequent third passed 5-0. The committee ended at 8:03 pm.

57
58 COUNCILMAN MINEK reported that the Environment, Public Works, Planning, Zoning & Development
59 Committee met on Monday, November 11, 2019 at 8:10 PM. Public Service/Development Director was in
60 attendance. The following was discussed. **Ordinance 19-55** Authorizing the City Engineer to prepare plans
61 and specifications and provide construction administration services for the W. 213th Street water line
62 replacement & street resurfacing project between Fairview Parkway and Hillsdale Avenue in the amount not
63 to exceed \$76,000.00. Questions were asked reference to the time frame possibly conflicting with school
64 activities. Director Leninger stated he had met with the Superintendent and other school officials and if
65 necessary will meet again. The project is scheduled for summer of 2020. Motion to place the ordinance on
66 second and subsequent third reading was approved 5-0. **Ordinance 19-56** authorizing the Director of Public
67 Service and Development to advertise for bids and the mayor to enter into a contract for the W. 213th street
68 water main replacement & street resurfacing project between Fairview Parkway and Hillsdale Avenue. The
69 project will be appropriated from the Water Line Reconditioning Fund (550) and Capital Projects Fund
70 (811). Motion to place the ordinance on second and subsequent third reading was approved 5-0. This
71 completes my report.

72
73 **LEGISLATION ON FIRST READING**

74 COUNCILMAN MINEK placed the following legislation up for first reading and introduction:

75 ORDINANCE NO. 19-58

76 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

77 SPONSORED BY: COUNCILMAN MINEK

78 CO-SPONOSRED BY: COUNCILWOMAN WERING

79 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH THE OHIO*
80 *DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN THE MUNICIPAL BRIDGE INSPECTION*
81 *PROGRAM, AND DECLARING AN EMERGENCY.*

82 ACTION: Ordinance 19-58 is placed on first reading and referred to the Environment, Public Works,
83 Planning, Zoning and Development Committee.

84
85 COUNCILMAN MCDONOUGH placed the following legislation up for first reading and introduction:

86 ORDINANCE NO. 19-59

87 REQUESTED BY: COUNCILMAN SMITH

88 SPONSORED BY: COUNCIL PRESIDENT KILBANE

89 *AN ORDINANCE AMENDING SECTIONS 563.01, 563.02(f), 563.03 AND 563.04 OF CHAPTER 563*
90 *ENTITLED "FAIR HOUSING CODE" OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW*
91 *PARK AND DECLARING AN EMERGENCY*

92 ACTION: Ordinance 19-59 was placed on first reading and referred to the Local Government and
93 Community Services Committee.

94
95 ORDINANCE NO. 19-60

96 REQUESTED BY: COUNCILMAN SMITH

97 SPONSORED BY: COUNCIL PRESIDENT KILBANE

98 *AN ORDINANCE AMENDING SECTION 541.12 OF THE CODIFIED ORDINANCES OF THE CITY OF*
99 *FAIRVIEW PARK, OHIO TO ADD PROHIBITION OF INTIMIDATION ON THE BASIS OF SEX, GENDER*
100 *IDENTITY OR EXPRESSION, OR SEXUAL ORIENTATION*

101 ACTION: Ordinance 19-60 was placed on first reading and referred to the Local Government and
102 Community Services Committee.

103
104 ORDINANCE NO. 19-61
105 REQUESTED BY: MAYOR EILEEN PATTON
106 SPONSORED BY: COUNCILMAN MCDONOUGH
107 *AN ORDINANCE DEDICATING CERTAIN REAL PROPERTY LOCATED AT 4200 THOMAS LANE*
108 *(BETWEEN STORY ROAD AND THOMAS LANE) AS A DEDICATED PARK*
109 ACTION: Ordinance 19-61 was placed on first reading and referred to the Local Government and
110 Community Services Committee.
111
112 ORDINANCE NO. 19-62
113 REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH
114 *AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF*
115 *FAIRVIEW PARK, OHIO TO ADD GRANNIS PARK AND THOMAS LANE PARK*
116 ACTION: Ordinance 19-62 was placed on first reading and referred to the Local Government and
117 Community Services Committee.
118
119 ORDINANCE NO. 19-63
120 REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH
121 *AN ORDINANCE AMENDING SECTION 927.05(a)(2) OF THE CODIFIED ORDINANCES OF THE CITY*
122 *OF FAIRVIEW PARK, OHIO TO ADD THOMAS LANE PARK*
123
124 ACTION: Ordinance 19-63 was placed on first reading and referred to the Local Government and
125 Community Services Committee.
126
127 RESOLUTION NO. 19-20
128 REQUESTED AND SPONSORED BY: COUNCIL PRESIDENT KILBANE
129 CO-SPONSORED BY: COUNCILMAN SMITH
130 *A RESOLUTION AFFIRMING THE CITY OF FAIRVIEW PARK'S COMMITMENT TO DIVERSITY AND*
131 *INCLUSION*
132 ACTION: Resolution 19-20 was placed on first reading and referred to the Local Government and
133 Community Services Committee.
134
135 COUNCILMAN WOJNAR placed the following legislation up for first reading and introduction:
136 ORDINANCE NO. 19-64
137 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT
138 SPONSORED BY: COUNCILMAN WOJNAR
139 CO-SPONSORED BY: COUNCILMAN MCDONOUGH
140 *AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO*
141 *THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT FOR THE 2020 COMMUNITY*
142 *DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM TO PROVIDE FINANCIAL ASSISTANCE FOR*
143 *IMPROVEMENTS TO THOMAS LANE PARK AND AUTHORIZING THE MAYOR TO ACCEPT ANY*
144 *AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS*
145 *NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN EMERGENCY*
146 ACTION: Ordinance 19-64 was placed on first reading and returned to the Finance Committee.
147
148 ORDINANCE NO. 19-65
149 REQUESTED BY: MAYOR EILEEN ANN PATTON
150 SPONSORED BY: COUNCILMAN WOJNAR
151 *AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY,*
152 *OHIO IN ORDER TO IMPLEMENT HEALTHCARE INSURANCE COVERAGE FOR ELIGIBLE*

153 *EMPLOYEES OF THE CITY OF FAIRVIEW PARK FOR YEARS 2020-2022 AND DECLARING AN*
154 *EMERGENCY*

155 ACTION: Ordinance 19-65 was placed on first reading and referred to the Finance Committee.

156

157 ORDINANCE NO. 19-66

158 REQUESTED BY: MAYOR EILEEN ANN PATTON

159 SPONSORED BY: COUNCILMAN MCDONOUGH

160 *AN ORDINANCE SETTING THE MEMBERSHIP USER FEE SCHEDULE FOR THE FAIRVIEW PARK*

161 *RECREATION AND COMMUNITY CENTER GEMINI CENTER FOR THE YEAR 2020 AND DECLARING*

162 *AN EMERGENCY.*

163 ACTION: Ordinance 19-66 was placed on first reading and referred to the Finance Committee.

164

165 ORDINANCE NO. 19-67

166 REQUESTED BY: MAYOR EILEEN ANN PATTON

167 SPONSORED BY: COUNCILMAN WOJNAR

168 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH TAC*

169 *COMPUTER, INC. AND DECLARING AN EMERGENCY*

170 ACTION: Ordinance 19-67 was placed on first reading and referred to the Finance Committee.

171

172 ORDINANCE NO. 19-68

173 ORIGINATED BY: THE FINANCE DEPARTMENT

174 REQUESTED BY: MAYOR EILEEN ANN PATTON

175 SPONSORED BY: COUNCILMAN WOJNAR

176 *AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES*

177 *OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2019 AND*

178 *ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY*

179 ACTION: Ordinance 19-68 was placed on first reading and referred to the Finance Committee.

180

181 ORDINANCE NO. 19-69

182 ORIGINATED BY: THE FINANCE DEPARTMENT

183 REQUESTED BY: MAYOR EILEEN ANN PATTON

184 SPONSORED BY: COUNCILMAN WOJNAR

185 *AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES*

186 *OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2020 AND*

187 *ENDING MARCH 31, 2020 AND DECLARING AN EMERGENCY.*

188 ACTION: Ordinance 19-69 was placed on first reading and referred to the Finance Committee.

189

190 RESOLUTION NO. 19-21

191 REQUESTED BY: GREG CINGLE, FINANCE DIRECTOR

192 SPONSORED BY: COUNCILMAN WOJNAR

193 *A RESOLUTION REQUESTING THE COUNTY FISCAL OFFICER TO ADVANCE TAXES FROM THE*

194 *PROCEEDS OF TAX LEVIES PURSUANT TO SECTION 321.34 OF THE OHIO REVISED CODE, AND*

195 *DECLARING AN EMERGENCY*

196 ACTION: Resolution 19-21 was placed on first reading and referred to the Finance Committee.

197

198 **LEGISLATION ON SECOND READING**

199 COUNCILMAN MINEK placed the following legislation up for second reading:

200 ORDINANCE NO. 19-55

201 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

202 SPONSORED BY: COUNCILMAN MINEK

203 *AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS AND SPECIFICATIONS*
204 *AND PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE WEST 213th STREET*
205 *WATER LINE REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW PARKWAY*
206 *AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY*

207 ACTION: Ordinance 19-55 was placed on second reading.

208

209 ORDINANCE NO. 19-56

210 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

211 SPONSORED BY: COUNCILMAN MINEK

212 *AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT TO*
213 *ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE WEST 213th*
214 *STREET WATER MAIN REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW*
215 *PARKWAY AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY*

216 ACTION: Ordinance 19-56 was placed on second reading.

217

218 COUNCILMAN WOJNAR placed the following legislation up for second reading:

219 ORDINANCE NO. 19-57

220 REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

221 SPONSORED BY: COUNCILMAN WOJNAR

222 *AN ORDINANCE AUTHORIZING THE CITY DIRECTORS TO PARTICIPATE IN VARIOUS*
223 *COOPERATIVE PURCHASING PROGRAMS, AND DECLARING AN EMERGENCY.*

224 ACTION: Ordinance 19-57 was placed on second reading.

225

226 **AUDIENCE INPUT ON LEGISLATION UP FOR PASSAGE**

227

228 **LEGISLATION ON THIRD READING AND FINAL PASSAGE**

229 COUNCILMAN WOJNAR placed the following legislation up for third reading and final passage:

230 ORDINANCE NO. 19-51

231 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT

232 SPONSORED BY: COUNCILMAN WOJNAR

233 CO-SPONSORED BY: COUNCILMAN MINEK

234 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KNOWLES*
235 *MUNICIPAL FORESTRY, LLC TO CONDUCT AN UPDATE TO THE CITY'S STREET TREE INVENTORY*
236 *AND MANAGEMENT PLAN FUNDED BY THE CUYAHOGA COUNTY PLANNING COMMISSION'S*
237 *2019 HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND DECLARING AN EMERGENCY*

238 THE CHAIR asked for any discussion before passage. No Discussion.

239 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-51 passes.

240 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

241

242 ORDINANCE NO. 19-52

243 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF SERVICE & DEVELOPMENT

244 SPONSORED BY: COUNCILMAN WOJNAR

245 CO-SPONSORED BY: COUNCILMAN MINEK

246 *AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$40,000 TO RENEW FOR ONE-YEAR THE*
247 *CONTRACT WITH CLARITY WASTEWATER SYSTEMS LLC FOR STATE OF OHIO LICENSED*
248 *WASTEWATER COLLECTION SYSTEM OPERATOR SERVICES AND DECLARING AN EMERGENCY.*

249 THE CHAIR asked for any discussion before passage. No Discussion.

250 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-52 passes.

251 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

252

253 ORDINANCE NO. 19-53

254 REQUESTED BY: FINANCE DIRECTOR, GREG CINGLE
255 SPONSORED BY: COUNCILMAN WOJNAR
256 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SUPPORT*
257 *SERVICES WITH SOFTWARE SOLUTIONS, INC. AND DECLARING AN EMERGENCY*
258 THE CHAIR asked for any discussion before passage. No Discussion.
259 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-53 passes.
260 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith
261

262 **REPORTS AND COMMUNICATION FROM THE MAYOR, DIRECTORS, AND OTHER CITY**
263 **OFFICIALS**

264 MAYOR PATTON thanked the community for their support of the Recreation Department. The Turkey
265 Shoot out brought 57 participants, with 6 turkeys awarded to winners. The Rec the Halls event brought in
266 over 300 guests and 24 vendors. She hope that these events will continue through the years. The Seniors
267 Helping Seniors event is slated to help 60 seniors this Wednesday. There will be 175 seniors in attendance
268 for the Longhorn Thanksgiving dinner to be held on November 27. It is a free event, but donations are
269 accepted for Toys for Tots. Kevin McLaughlin, a Fairview Park native, will be sworn in as our newest officer
270 in December. The Animal Kennel renovation is complete, and a big thank you goes out to Police Clerk Diane
271 Williams. The program will be highlighted in the upcoming City newsletter. On Wednesday, November 26
272 there will be 72 applicants taking the Fire Exam.
273

274 DIRECTOR LEININGER the leaf tracker is online and monitoring and advising collection throughout the
275 city, and good progress is being made. There will be a break over the Thanksgiving holiday and it will
276 resume the following week. There is a redevelopment happening at the shopping center at 223 and Lorain
277 Road. A local architect has recently purchased it, and a whole new façade along with other improvements
278 will be made.
279

280 DIRECTOR CINGLE work is being done to close out the 2019 fiscal year. If council has any questions
281 regarding the legislation from the Finance Department, please let him know.
282

283 DIRECTOR GIBBONS said that he was impressed with the God and Country event and congratulated John
284 Schuller on achieving his rank of Eagle Scout.
285

286 **PUBLIC SESSION**

287 MR. KERRY SULLIVAN – 4137 W. 204th St – MR. SULLIVAN presented Director Leininger with a street
288 name sign in honor of his employment with the city. He said that enjoyed working with him and hopes that
289 he stays in touch.

290 MAYOR PATTON said that the he is one of the best of the best and will be missed terribly, and that the
291 County is the winners, but it is bonus to have somebody on the inside.

292 DIRECTOR GIBBONS said that he has worked with a lot of people in his career, and he is one of the best
293 in brightest he has come across. He wished him luck in his new position.

294 ENGINEER MACKAY wished Director Leininger good luck and said that it was excellent working with
295 him. He said that what he has done for the city is impressive.

296 DIRECTOR CINGLE wished Director Leininger the best of luck and agreed that the County is lucky to have
297 him and wished him the best of luck.
298

299 **MISCELLANEOUS BUSINESS AND COMMENTS BY MEMBERS OF COUNCIL**

300 COUNCILMAN MCDONOUGH advised that the Shade Tree Committee sent recommendations regarding
301 tree planting and asked that they be assigned to committee for review. He wished Director Leininger the best
302 of luck in his new position with Cuyahoga County and said he will serve them very well.
303

304 COUNCILMAN WOJNAR congratulated the winners of the awards tonight, and thanked Director Leininger
305 for all that he has done for the city. He made his job very easy as he would take care of any concern he sent
306 to him quickly. He wished him good luck in his new position.

307
308 COUNCILWOMAN WERING said that the presentations and awards given tonight are the things that are
309 shaping the future. She said that it is great that we have such a nice representation of up and coming leaders,
310 and congratulated them for all the hard work they have put in. COUNCILWOMAN WERING congratulated
311 and wished Director Leininger the best of luck in his new job, and thanked him for his accessibility and
312 expertise and all he has done to push the city forward.

313
314 COUNCILMAN RUSSO thanked everyone who helped with the God and Country presentations and
315 congratulated the winners. He also congratulated Eagle Scout John Schuller on achieving his rank.
316 COUNCILMAN RUSSO said that he remembers when Director Leininger came to the city, and it has been
317 a pleasure working with him on various things. He said that he is glad he will still be with the County so that
318 we can benefit from it. He wished him the best of luck and said that he has been an amazing person.

319
320 COUNCILMAN SMITH congratulated the God and Country award winners, and John Schuller on his Eagle
321 Scout attainment. He said that he knows it is not an easy thing to do. He thanked the Police Department for
322 giving him a tour of the locker room renovations happening and of the new kennel. COUNCILMAN SMITH
323 thanked Director Leininger for all his time he has put into the city and apologized for butchering his name.
324 He said that it is no surprise that he is moving on to bigger and better things, as that typically happens with
325 someone of his talents, they just keep moving forward and getting better positions. He is grateful of all that
326 he has done above and beyond, and is happy that he will still be in the County. He wished everyone a happy
327 and safe Thanksgiving.

328
329 THE CHAIR reported that the Planning and Design Commission will meet on Wednesday for two docket
330 items.

331
332 THE CHAIR assigned the issue of Shade Tree Recommendations to the Environment, Public Works,
333 Planning, Zoning and Development Committee. He said he received an invitation to attend the SAFE
334 meeting last week and said that the city has its work cut out for it. COUNCILMAN MINEK wished Director
335 Leininger good luck and said that he knows it's the county's gain, but we don't need any more losses in the
336 city; we need competent people here in the city. He wished everyone a Happy Thanksgiving and
337 congratulated the God and Country winners and Eagle Scout John Schuler on their accomplishments.

338
339 THE CHAIR entertained a motion to adjourn the regular meeting with no further business.
340 Moved and Seconded.

341 ROLL ON MOTION: Vote: YES-6, NO-0 | Meeting adjourned at 7:56 p.m.
342 YES: B. McDonough, B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

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344
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347

348 _____
349 Michael P. Kilbane, President of Council

348 _____
349 Liz L. Westbrooks, Clerk of Council

350
351 _____
352 Eileen Ann Patton, Mayor

353
354

CITY OF FAIRVIEW PARK
RESOLUTION NO. 19-__
REQUESTED BY: SENIOR LIFE DIRECTOR, REGINA SILLASEN
SPONSORED BY: COUNCILMAN WOJNAR

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WESTERN RESERVE AREA AGENCY ON AGING TO ACCEPT GRANT FUNDS FROM SAID AGENCY FOR THE CITY'S PROGRAMS UNDER THE TITLE III OF THE OLDER AMERICANS ACT OF 1965 (42 USC 35) WHICH PROVIDES FUNDING FOR TRANSPORTATION, NUTRITION AND SUPPORT SERVICES AND PARTIAL FUNDING FOR SUPPLEMENTAL PROGRAMS THEREUNDER FOR 2020 AND DECLARING AN EMERGENCY

WHEREAS, the Western Reserve Area Agency on Aging administers a program of grants from the Federal Government under Title III of the 1965 Older Americans Act (42 USC 35) whereby the City may obtain funds to provide programs for persons 60 years of age or older.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with the Western Reserve Area Agency on Aging which contract will provide partial funding in an amount not to exceed Eighteen Thousand Four Hundred Fifty-nine Dollars (\$18,459), with said funds to be deposited into the Special Hold Fund (611) for the City's Programs under Title III of the 1965 Older Americans Act (42 USC 35) to include transportation, nutrition and support services for 2018.

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

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to timely meet the filing deadline for signing the contract and receiving funds, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading:
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council



Western Reserve

Area Agency on Aging

WESTERN RESERVE AREA AGENCY ON AGING

CONTRACT

WITH

FAIRVIEW PARK SENIOR LIFE OFFICE

PROGRAM: OLDER AMERICANS ACT/ SENIOR COMMUNITY SERVICES

CONTRACT PERIOD: JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

CONTRACT AMOUNT: \$18,459.00, Eighteen Thousand Four Hundred Fifty-Nine Dollars

**PURCHASE OF SERVICE AGREEMENT
FOR OLDER AMERICANS ACT/SENIOR COMMUNITY SERVICES FUNDS**

THIS AGREEMENT (hereinafter “Contract Agreement” or Agreement”) is entered into by and between the Western Reserve Area Agency on Aging, an Ohio Nonprofit Corporation serving the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, Ohio (Agency), and **Fairview Park Senior Life Office** as the implementing authority (Contractor) for the purpose of providing Older Americans Act/Senior Community Services (OAA) service(s) as described in the Older Americans Act of 1965, as amended, to persons sixty (60) years of age and older within the foregoing counties (“Consumers”).

The Agency and Contractor hereby agree as follows:

ARTICLE I: SCOPE OF CONTRACT

- 1.1 The Agency shall enter into agreements with the Contractor to develop and implement a comprehensive and coordinated system of services for consumers and their caregivers. The Agency is ultimately responsible to the Ohio Department of Aging (ODA) for ensuring that all state and federal funds received from ODA are used in a manner that complies with this chapter and the uniform administrative requirements, cost principles and audit requirements for federal awards under 45 C.F.R. Part 75.
- 1.2 The Contractor agrees to provide the OAA service(s) contained on the Contract Services page(s), attached, for a twelve-month period commencing January 1, 2020 through and including December 31, 2020 (“Term”).
- 1.3 The Contractor shall provide such service(s) according to the procedures described in the Contractor’s proposal(s) for Older Americans Act/Senior Community Services (OAA) funds, as amended and approved by the Agency, and said proposal(s) is/are fully incorporated herein. The Contractor is prohibited from assigning any of its duties under the Contract Agreement to another provider or Contractor without the written authorization of the Agency. The Contractor for the Aging and Disability Resource Network shall follow the Roles and Responsibilities in Article II and provide such services as described in the Contractors Contract Service Pages.
- 1.4 The Contractor shall meet the Agency’s specific objectives for giving priority to specific consumer groups (including those described in this section), and shall satisfy the service needs of older persons with the greatest economic and social needs. To the maximum

extent feasible, the Contractor shall give particular attention to providing services to older persons and adults with physical disabilities who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, or who are at risk for institutional placement (frail) in accordance with their need for such services.

- 1.5 The Contractor warrants and covenants that during this Term of this Agreement it will have the capability to and agrees to provide such service(s) as referred to above in accordance with the Ohio Department of Aging (ODA) taxonomy of services and Agency clarifications to said taxonomy of all services. This includes the requirement to comply with the criminal records check under section 173.394 of the Revised Code and Rule 173-9-01 - 10 of the Ohio Administrative Code (OAC).
- 1.6 The Contractor shall comply with applicable Administrative Rules. Those Rules are posted on ODA's website and are part of the Ohio Administrative Code: <https://aging.ohio.gov/Rules>.
- 1.7 Contractors providing Nutrition Services shall comply with the provisions of Article X and the applicable Rules in the Ohio Administrative Code including all documentation, recordkeeping and other requirements of the following Rules:

<u>OAC</u>	<u>Topic / Service</u>
173-4-02	Eligibility
173-4-03	Enrollment process
173-4-05.1	Congregate nutrition program
173-4-05.2	Home-delivered nutrition program
173-4-05.3	Restaurant and grocery meal service
173-4-05	Meal Service
173-4-08	Nutrition education service
173-4-09	Nutrition health screening service

- 1.8 Contractors providing the following services shall comply with the applicable Rules in the Ohio Administrative Code, including all reporting, documentation, recordkeeping and other requirements of the following Rules:

<u>OAC</u>	<u>Service</u>
173-3-06.1	Adult day service
173-3-06.2	Chore service
173-3-06.3	Home maintenance, modification or repair service

- 173-3-06.4 Homemaker service
- 173-3-06.5 Personal care service
- 173-3-06.6 Transportation service

- 1.9 If the service provided is not specified in OAC 173-4-02, 173-4-03, 173-4-04, 173-4-05.1, 173-4-05.2, 173-4-05.3, 173-4-08, 173-4-09, 173-3-06.1, 173-3-06.2, 173-3-06.3, 173-3-06.4, 173-3-06.5, 173-3-06.6, the Contractor shall comply with a written specification of the service (e.g., a description of the service and any conditions for providing the service contained in the Agency's Request for Proposal (RFP) or the Contractor's approved proposal).
- 1.10 The Agency shall not reimburse the Contractor for any service unless a valid Agreement is in place at the time the service is provided. No Agreement is valid unless and until the Agreement is signed by authorized representatives from both the Agency and the Contractor.
- 1.11 The Contractor shall designate its primary contact for purposes of this Agreement. Such primary contact shall participate in provider orientation sessions at the Agency as a condition to performance of this Agreement. Contractor shall also provide always a current fax number and e-mail address.

ARTICLE II: ADRN ROLES AND RESPONSIBILITIES

- 2.1 The purpose of this Addendum is to outline the roles and responsibilities in the development of the Aging and Disability Resource Network (ADRN) between Contractor and the Western Reserve Area Agency on Aging (WRAAA).
- 2.2 Goals of ADRN
The purpose of the *ADRN* is to provide consumers with a point of entry to all long term services and supports, as well as a streamlined process for determining eligibility for all public programs that provide services and supports with particular attention to identifying consumers at high risk for nursing home placement and re-hospitalization. The key operational functions of a fully developed ADRN include: Information and Referral Assistance; Specialized Information and Assistance: Long Term Services and Supports Options Counseling and Assistance; Streamlined Eligibility Determinations for Public Benefits; Care Transitions/Care Coordination and Quality Assurance and Continuous Improvement.

2.3 The ADRN consists of *Aging and Disability Resource Centers (ADRC)*, *Benefits Enrollment Centers (BEC)* and *Information and Referral Assistance (I&RA)* providers. The Western Reserve Area Agency on Aging is the coordinating agency for the ADRN. The **Fairview Park Senior Life Office** shall be designated as a **N/A, N/A**.

2.4 Coordination of Responsibilities

The Western Reserve Area Agency on Aging, as the ADRN coordinating agency, agrees to provide leadership and guidance in the development and implementation of the ADRN and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

1. WRAAA staff will work cooperatively with each ADRN partner to define program goals and budgetary issues to be addressed in implementing the project. A detailed work plan will be developed outlining major activities for each program year. The work plan will include timelines and evaluation outcomes.
2. WRAAA will work with ADRN partners to develop service protocols for the key operational components of the ADRN.
3. WRAAA will conduct periodic technical assistance briefings and trainings for ADRN staff related to carrying out the key operational components of the ADRN program.
4. WRAAA will convene meetings for the purposes of coordination and ongoing program development.
5. WRAAA will work with community partners in developing a comprehensive resource database which includes information about the range of long term support resources in the ADRN service area.
6. WRAAA will assist ADRN partners with developing relationships with critical pathway partners.
7. WRAAA will work to develop a management information system that can support the ADRN program functions.
8. WRAAA will conduct Marketing and Outreach on behalf of the ADRN as a whole.
9. WRAAA will create a framework for quality assurance and evaluation.

2.5 The **Fairview Park Senior Life Office** as a designated N/A, agrees to fully participate in the development of a regional Aging and Disability Resource Network and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

1. Contractor commits to developing program and evaluation goals as part of a detailed work plan that outlines major activities as well as quality assurance and evaluation processes.
2. Contractor commits to work with WRAAA staff and ADRN partners in the ongoing development and implementation of service protocols for key operational components of the ADRN.
3. Contractor commits to having a program representative participate in pre-program planning and ongoing ADRN technical assistance and development sessions.
4. Contractor commits to having a program representative attend coordination and program development meetings with WRAAA staff and ADRN partners.
5. Contractor commits to the use of a comprehensive resource database.
6. Contractor commits to work in collaboration with WRAAA to develop relationships and organizational partnerships with critical pathway partners.
7. Contractor commits to consistency and competency in data collection and reporting processes developed as part of the management information system for the ADRN.
8. Contractor commits to conducting own site-specific marketing and outreach in addition to what is coordinated for the whole network by WRAAA.
9. Contractor commits to participating in quality assurance and evaluation developed by WRAAA.

ARTICLE III: GRANT

- 3.1 The Agency agrees to pay the Contractor with OAA program funds for the service(s) detailed in the attached { 2 } Contract Services page(s) and delivered in accordance with Article 1 up to the amount(s) in Section B, Line 1 on the said page(s). The maximum amount of funds to be paid under this Agreement is: **\$18,459.00, Eighteen Thousand Four Hundred Fifty-Nine Dollars.**
- 3.2 The Contractor may request modification(s) to the Agreement no more than twice between January 1 and September 30th of each year, unless the Agency initiates additional

modifications. Modification shall be at the sole discretion of the Agency, and request for modification shall be made in writing and reasonably in advance of need for modification or as soon as practicable. The grounds for modifying this Agreement are: emergency, unforeseen changes in Consumer needs or in Contractor's ability to meet Consumer needs, and changes in funding or funding levels. The process for modifying this Agreement is: Contractor shall in writing set forth the modification requested and the grounds for the modification sought. The Agency shall respond in writing promptly or as soon as practicable.

3.3 The Contractor understands that the funds allocated to this contract are subject to increase or decrease at any time prior to the final payment to the Contractor under this Agreement by the Agency based on its notification of grant awards from the ODA, and that such a change may affect the amount or the scope of the services provided by Contractor under this Agreement. The funding source for this Contract Agreement is Federal and State of Ohio funds provided through the Ohio Department of Aging (ODA). State of Ohio funds are provided through the Senior Community Services State Subsidy. Federal funds provided through the Administration on Aging and ODA are:

Title III B	Supportive Services	CFDA #93.044
Title III C-1	Congregate Meals	CFDA #93.045
Title III C-2	Home-Delivered Meals	CFDA #93.045
Title III-D	Preventive Health Services	CFDA #93.043
Title III-E	Caregiver Services	CFDA #93.052

The federal funding source for each service is found on the Contract Services page(s) Section A, Line 2.

3.4 Contractor should attempt to pace service delivery at 1/12 of their annual contracted units per month. Agency will inform Contractors of reimbursement restrictions if they become necessary.

ARTICLE IV: METHOD OF PAYMENT

4.1 Payment for services rendered under this Agreement shall be made within thirty (30) calendar days after timely receipt by the Agency of an accurate and complete "Older Americans Act/Senior Community Services Provider Monthly *Request for Payment*" from the Contractor, if the reports required in Article V of this Agreement have also been submitted to the Agency by their due dates. The Agency shall then pay Contractor at the

OAA unit rate specified in Section B Line 9 of the attached Contract Service page(s) for each eligible OAA unit of service delivered by the Contractor and reported to the Agency.

- 4.2 If any such reports are submitted after their due date, then no payment shall be made until thirty (30) days after these late reports are received by the Agency. If any such reports are deemed by the Agency not to be complete and accurate, then no payment shall be made until thirty (30) days after a report deemed by the Agency to be complete and accurate is received. Reports may be deemed inaccurate, for instance, if the SAMS Agency *Summary Report* is not included with the *Request for Payment*, or if the units shown on the SAMS *Agency Summary Report* do not match the units on the *Request for Payment*, as described in Article 5.
- 4.3 Updated unit, cash and in-kind match, client cost share, program income and other funds spent shall be reported on the *Request for Payment* no later than January 31, 2021.
- 4.4 If any Reports required in Article V of this Agreement are received by the Agency after January 31, 2021, the outstanding funds shall not be paid to the Contractor.
- 4.5 If any of the services under this Agreement, for any of the four (4) quarters of the Term of this Agreement, are not performed by the Contractor, the Agency shall for each such quarter reduce the Contractor's OAA award for such service by a prorated one-fourth of the annual award for said service. Any Contractor not providing at least 65% of the units detailed in the attached Contract Services pages, Section A line 4 on said page by September 30, 2020 shall relinquish unused funds so that those funds may be distributed by the Agency. At the Agency's discretion, exceptions to the consistent pace of service may be granted.
- 4.6 Contract amounts which are not earned by the Contractor will not accrue or carry forward to a future contract period.

ARTICLE V: MONTHLY AND OTHER FINANCIAL AND SAMS REPORTING REQUIREMENTS

- 5.1 Contractor agrees to submit an Older Americans Act/Senior Community Services *Request for Payment* that is accurate and complete as to units of service, cash and in-kind match, client cost-share, program income and other funds spent on or before the tenth (10th) calendar day of each month from February 2020 through January 2021 for services performed in the preceding month. If the tenth (10th) falls on a Saturday, Sunday, or holiday, the report shall be due the following business day.

- 5.2 Contractor, to the extent determined by assigned cluster activities and as required by ODA, must use the Social Assistance Management System (SAMS) program to report required consumer information (including demographics) and account for units of service delivered. Such data must be entered into SAMS on or before the tenth (10th) calendar day of each month from February 2020 through January 2021 for services performed in the preceding month. The Agency will provide the Contractor with a subscription and license to access the SAMS Program during the Term of this Agreement, and all other provisions of the RFP for this Agreement which relate to the use of the SAMS system are incorporated herein by reference.
- 5.3 To the extent Contractor uses the SAMS Program to report information, Contractor shall submit a printed SAMS *Agency Summary Report* with its Request for Payment. The units on the Agency Summary Report must match the monthly *Request for Payment*.
- 5.4 If an error is made on a monthly *Request for Payment*, the error must be corrected within three months using the *Unit Adjustment Form*. The Contractor must provide a written explanation of the correction and request an adjustment on a subsequent *Request for Payment*. The error must be corrected in SAMS also. The request is subject to approval by the Agency.

ARTICLE VI: MATCH, PROGRAM INCOME AND COST-SHARING

- 6.1 Contractor is required to provide cash or in-kind resources equal to a percentage of the funds provided by the Agency for each service as specified on the Contract Services page(s) attached to this Agreement. This amount is the “match”. Contractor covenants, warrants and certifies that the match required for each service will be a cost reasonably expected to be incurred in the delivery of the service.
- 6.2 Contractor further agrees that final payment will be reduced if the Contractor has not incurred and reported on the monthly *Request for Payment* at least the minimum match for each service as required by the Agency. This reduction will be in the amount necessary to support the total payments to Contractor with the reported match at the Agency minimum required matching percentage.
- 6.3 The Contractor is allowed and encouraged to receive voluntary contributions for services reimbursed with Older Americans Act funds, and to record these as Program Income.

The Contractor further agrees as follows:

- A. The terms "charge" and "fee" must not be used when presenting this opportunity to contribute.
 - B. No person sixty (60) years of age or older may be denied service under this agreement because of that person's ability or decision to contribute or not to contribute to the service.
- 6.4 The Contractor shall implement a consumer cost-sharing policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code.
- 6.5 Program Income and Cost Sharing funds shall be used exclusively to pay for the cost of and expand the capacity to provide the service from which they were generated.

ARTICLE VII: MONITORING

- 7.1 The Agency, ODA or the Administration on Aging may conduct on-site monitoring of a service(s) for which funds are being reimbursed under this Agreement at any time during the normal working hours of the Contractor with no prior notification necessary, and the Contractor agrees that representatives of the Agency, ODA or the Administration on Aging shall be given full access to the premises upon which such service(s) is being provided.

ARTICLE VIII: RECORD MAINTENANCE, ACCESSIBILITY AND RETENTION

- 8.1 To the extent authorized by law, the Contractor shall allow representatives of the Agency, ODA, and the Administration on Aging access to all programmatic, fiscal, and other records related to the service(s) for planning, auditing, and monitoring purposes at any time during the normal working hours of the Contractor with no prior notification necessary, except that prior notice of at least 24 hours shall be given where access is sought to the confidential complaint files of the Contractor.
- 8.2 The Contractor shall keep Consumer information including but not limited to: name, address, telephone number, date of birth, gender, minority status, disability and poverty status, emergency contact person's name and telephone number, and functional abilities of Consumers, relevant to service(s) delivered.
- 8.3 The Contractor shall document that service(s) were delivered in accord with the ODA taxonomy of services and Agency clarifications to said taxonomy, as well as the ODA Conditions of Participation and Service Specifications in the applicable Administrative Rules.

- 8.4 The Contractor shall retain records relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the Agency and ODA and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years after the end of the Term of this Agreement. If a record is monitored or audited, the Contractor shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the Contractor to retain the record for more than three years.
- 8.5 The Office of the State Long Term Care Ombudsman of ODA shall have access to the complaint files of the Contractor. The Agency agrees that all information contained in said records will be treated in accord with all applicable legislation guaranteeing privacy, especially, the Older Americans Act Amendments of 1987.
- 8.6 The Contractor shall have the audit, review and monitoring rights to the extent provided by the Ohio Public Records Act.

ARTICLE IX: ACCOUNTING RECORDS

- 9.1 The Contractor agrees to maintain its accounts and documents so as to readily permit the determination of the status of the cost of services rendered under this Agreement at any time and to have such information readily available for examination by Contractor auditors or Agency representatives.
- 9.2 The Contractor agrees to maintain supporting documents so as to permit the determination of the status of cash, accrual and in-kind transactions which are used as a match for the Contractor's OAA funds.
- 9.3 If the Contractor receives funds to administer activities not covered under this Agreement, the Contractor agrees to develop and maintain documentation describing the method used to allocate any line-item costs that are shared by the OAA service(s) and other such activity and to have such information readily available for examination by Contractor auditors or Agency representatives.
- 9.4 The Contractor agrees to comply with Federal (45 CFR, Sec 92.25), State Administrative Rules and Agency policy for the procedures relating to and the accounting for program income.

ARTICLE X: NUTRITION SERVICES

If a nutrition service is covered under this Agreement, the Contractor agrees to the following:

10.1 Meal Reports:

The Contractor agrees to submit to the Agency accurate meal report(s) in accordance with the forms provided by the Agency and in accordance with due dates established by the Agency.

10.2 Emergency Food and Closings:

In the event of an emergency which includes, but is not limited to, inclement weather, utility failure, strikes, natural hazards or acts of God, the Contractor may opt to close the service center, and written confirmation of such emergency must be received by the Agency within 48 hours. In such instances, the Contractor agrees to make every reasonable effort to fulfill its home-delivered meal responsibilities. Emergency food supplies are to be used only when authorized via telephone by the Agency, and written confirmation of such authorization together with the name of the person who provided such authorization on behalf of the Agency must be received by the Agency within 48 hours. The Contractor agrees to pay for the cost of replacing catered meal supplies and/or emergency food which are/is lost, stolen, or otherwise removed or used without the Agency's authorization.

10.3 Food/Supply Delivery:

The Contractor agrees to provide staff at its site who will accept, count, check and record temperatures of potentially hazardous foods, and sign for the delivery of IIC meals and supplies which is scheduled to take place daily between 6:00 am and 10:30 am.

10.4 Interruption of Nutrition Service:

The Contractor agrees to submit in writing to the Agency all requests for relocating and remodeling nutrition sites. Such requests must be received by the Agency sixty (60) calendar days prior to the proposed relocation/remodeling in order to receive approval from the Agency. The Contractor agrees to notify the Agency in writing no later than the Thursday of the week prior to any scheduled activities which interrupt the nutrition service delivery and obtain written Agency approval prior to such interruptions.

10.5 Number of Serving Days

The Contractor agrees to provide OAA nutrition services each day during this Agreement period as detailed in Contractor's WRAAA 2020 Nutrition Meal Worksheet and as summarized on the attached nutrition Contract Service page(s) Section A, Line 5, and as approved by the Agency. The Contractor agrees that any change to this number of serving

days outside of emergency closing days must be approved in writing and in advance by the Agency.

10.6 Meal Usage

Contractor shall be responsible for paying the Agency for any meals ordered in excess of the number of meals allocated to Contractor on the appropriate Contract Services page(s) Section A, Line 5 and paid for by OAA funds. The Agency may recover the amount due to the Agency from the Contractor under this section in accordance with Article 14.2.

10.7 Menus for Sites funded for onsite or central kitchen preparation

Contractors that prepare and serve meals as onsite preparation or central kitchen nutrition providers must submit 3-month cycle menus to Agency for approval. The cycle menus must be submitted 30 days prior to the beginning of a menu cycle.

10.8 Nutrition Education and Health Screen Services

To the extent Contractor provides congregate nutrition products or services (173-4-05.1), home-delivered nutrition products or services (173-4-05.2) or restaurant and grocery meal services (173-4-05.3), it is the responsibility of the Contractor to provide Consumers with nutrition education and health screening services in accordance with Rules 173-4-08 and 173-4-09 of the Ohio Administrative Code.

ARTICLE XI: CONDITIONS OF THE GRANT

11.1 If the Contractor is found to be in violation of state and/or local health, fire, safety, zoning and/or sanitation codes, the Contractor must notify the Agency immediately. The Agency may suspend the grant without advance notice, including withholding the supply of meals and/or any payments in whole or in part due under this Agreement, for the Contractor's failure to comply with state and local health, fire, safety, zoning and/or sanitation codes. The Agency will give written notice of the specific reasons for the suspension to the Contractor. The Contractor must provide evidence that the violations have been corrected before the suspension will be lifted.

ARTICLE XII: PROBLEMS IN PROVISION OF SERVICES

12.1 The Agency may begin the process to suspend and/or terminate this Agreement or the grant and/or any payments in whole or in part due under this Agreement for any one of the following causes:

- A. Failure to provide Reports required by this Agreement in accordance with due dates established by the Agency.
- B. Failure to permit on-site monitoring and/or review of all pertinent records.
- C. Failure to comply with the accounting records and/or audit requirements of this Agreement.
- D. Failure to provide and/or document the service(s) in accordance with ODA Service Specifications, and Administrative Rules as required by this Agreement.
- E. Failure to conform to any of the legal requirements of Article 20.
- F. Failure to perform fully all of the Contractor's other duties and responsibilities in accordance with this Agreement.

12.2 The Agency will inform the Contractor in writing of any problems it notes in the provision of the service(s). If the health, safety or well-being of a Consumer is at immediate risk the Contractor shall respond to the Agency as soon as possible but not later than forty-eight (48) hours after receiving such notice, informing the Agency of the corrective action it has taken or it will take in regard to each such problem, and if the corrective action has not yet been taken stating when such corrective action will be effective. If the health, safety or well-being of a Consumer is not at immediate risk, the Contractor shall respond in writing to the Agency as soon as possible but not later than ten (10) calendar days after receiving such notice, informing the Agency of the corrective action it has taken or will take in regard to each such problem, and stating when such corrective action was or will be effective.

12.3 If the Contractor does not respond in writing as required by the foregoing provision, or if the Agency does not approve such corrective action and/or the date proposed for its implementation, the Agency shall so inform the Contractor in writing and specify a time by which corrective action acceptable to the Agency shall be proposed and/or implemented. If such corrective action is not proposed and/or implemented by the Contractor by that time, then the Agency may suspend payments to Contractor, or may terminate this Agreement.

12.4 If this Agreement has not been terminated pursuant to the foregoing provision, and payments are merely suspended, reimbursement of the funds may resume when the Contractor has taken all required corrective action and the Agency receives and approves a written report documenting the corrective action.

ARTICLE XIII: CONDITIONAL CONTRACTOR STATUS

13.1 In accordance with Agency Policy Conditional Contractor Status, the Agency may designate an OAA service provider with problematic programs as described in said policy as a *Conditional Contractor* and subject it to a period of probationary status. In event of said designation, the terms of the probation shall become an addendum to this Agreement.

ARTICLE XIV: RECOVERY OF FUNDS

14.1 The Contractor must return any funds received for providing services if the Agency ascertains that the Contractor was paid for any unit or units of service it did not provide, or for units provided to ineligible Consumers, or for units that it provided that did not comply with the Administrative Code, the Revised Code, or any other law that regulates the Contractor or the services provided, and/or did not comply with the requirements set forth in the Agency's Request for Proposal and/or the Contractor's approved Proposal, and/or in the event the Contractor failed to document the provision of any unit or units of service as required under this Agreement.

14.2 The Agency may recover its payment made for any such unit or units from the Contractor by withholding funds due to the Contractor under this Agreement or any other Agreement the Contractor enters into with the Agency, irrespective of whether that Agreement is currently in effect or at any time after the termination of this Agreement. Recovery may also be sought by legal action. The maximum amount of funds to be paid under this Agreement may, in the discretion of the Agency, be reduced by the amount of the funds recovered.

ARTICLE XV: CONTRACTOR AUDITS

15.1 If the Contractor is subject to OMB circular A-133 requirements the Contractor shall obtain an independent audit by a certified public accountant which encompasses the grant period and funds under this Agreement within nine months after the end of the Term of this Agreement and shall provide the Agency with a copy of the such audit within ten (10) calendar days after such an audit report is received by the Contractor.

15.2 If the Contractor is not subject to OMB circular A-133 requirements, but nonetheless obtains an annual agency audit which covers any part of this grant period or funds under this Agreement, the Contractor shall submit a copy of such audit to the Agency within ten (10) calendar days after an audit report is received by Contractor.

- 15.3 The Contractor agrees that such audit will be engaged and performed in accord with all State and Federal regulations governing audits of the funds paid under this Agreement.
- 15.4 In the event an audit discloses a discrepancy the Contractor shall respond in writing to the Agency within ten (10) calendar days of a written receipt of any audit findings pertaining to the Contractor's OAA Service(s), with a plan to resolve said findings. If said response is not received by the Agency within the said ten (10) calendar days, the Agency may suspend payments to Contractor until corrective action acceptable to the Agency is implemented or the Agency may take other action.
- 15.5 The Contractor agrees to reimburse the Agency any funds paid under this agreement which are found in the course of an audit to have been improperly or illegally used.

ARTICLE XVI: CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 16.1 The Contractor shall not use any information, systems, or records made available to Contractor for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, the Contractor specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this agreement shall be included in any subcontracts or lower-tiered grant agreements executed by the Contractor for work under this Agreement. The Contractor specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The Contractor is responsible for obtaining copies of all applicable rules governing confidentiality, and for assuring compliance with the rules by its employees, contractors, or lower-tiered sub-recipients. To the extent the federal requirements apply to this Agreement, the Contractor agrees to current and on-going compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including 45 CFR 164.502 and 164.50, regarding the disclosure of protected health information.
- 16.2 The Contractor is required to store consumer records in a designated, locked storage space.
- 16.3 The Contractor shall not use or disclose any information concerning a Consumer for any purpose directly associated with the provision of services, unless the Contractor has documentation of the Consumer's consent to do so.

- 16.4 The Contractor is prohibited from using or disclosing any information concerning a Consumer for any purpose not directly associated with the provision of services, even if the Consumer consents to doing so.
- 16.5 Any Contractor who is a mandatory reporter must immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the Contractor has reasonable cause to believe a Consumer is the victim of abuse, neglect, or exploitation.

ARTICLE XVII: CONTRACTOR ROLE IN CASE OF DISASTER

- 17.1 The Contractor is required to cooperate with the Agency and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the Contractor's service area is a disaster area.

ARTICLE XVIII: INSURANCE

- 18.1 The Contractor shall secure and maintain at least the following minimum amounts of insurance for the period of this Agreement:
- A. General commercial liability insurance against claims for injury and/or death in the amount of \$1,000,000 aggregate and per occurrence.
 - B. If staff is required to drive while providing the OAA service, and/or if transportation is part of the OAA service under this Agreement: automobile liability insurance against claims for injury and/or death in the amount of \$1,000,000.00 aggregate and per occurrence, and property damage insurance in an amount not less than \$50,000 aggregate and per occurrence.
 - C. Third party fidelity bond and property damage insurance (including damage or theft or loss involving the property of a Consumer) in any one accident or occurrence in an amount not less than \$50,000 for losses in connection with service visits to the Consumer's home, and in an amount no less than \$5,000 for all other services
 - D. First party fidelity bond or employee theft coverage on persons handling OAA program funds in the amount of no less than \$10,000 or 10% of the

amount set forth in Section 3.1 of this Agreement, whichever is greater.

- E. Full replacement value property insurance on equipment or capital improvements funded at least in part by Agency grant funds or OAA program income.
- F. The insurance required under this agreement shall cover the acts and/or omissions of both paid employees and volunteers working for the Contractor or approved sub-contractor.

ARTICLE XIX: INDEMNIFICATION

19.1 To the extent permitted by law, the Contractor agrees to indemnify and hold the Agency and ODA harmless from any and all claims, demands, damages, suits, judgments, awards, costs and expenses, including but not limited to attorney's fees, arising from, resulting from or attributable to the performance of services under this Agreement by the Contractor and/or its volunteers, except to the extent those matters or occurrences are caused by the negligence of the Agency.

ARTICLE XX: LEGAL OBLIGATIONS

20.1 The Contractor shall conform to the requirements of all applicable federal, state and local laws, regulations, federal circulars, and established guidelines incorporated by reference herein, including, but not limited to:

- A. Older Americans Act of 1965, as amended;
- B. Civil Rights Act of 1964, as amended;
- C. Section 504 of the Rehabilitation Act of 1973, as amended;
- D. Age Discrimination Act of 1975, as amended;
- E. Fair Labor Standards Act of 1938, as amended;
- F. Age Discrimination in Employment Act of 1967, as amended;
- G. State and local health, fire, safety, zoning and sanitation codes;
- H. Federal, State and local financial and payroll reporting requirements;
- I. Federal and State lobbying restrictions and reporting requirements;
- J. The Americans with Disabilities Act of 1990; and
- K. ODA and Agency Policies and Procedures.
- L. Health Insurance Portability and Accountability Act

- 20.2 The Contractor agrees that neither the Contractor nor any sub-contractor, nor any person acting on behalf of Contractor or any sub-contractor will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, ancestry, age, or any other legally protected classification. Contractor further agrees that neither Contractor nor any sub-contractor, nor any person acting on behalf of Contractor or any of its sub-contractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, military status, national origin, disability, age, ancestry, or any other legally protected classification.
- 20.3 The Contractor certifies that it understands Ohio's ethics and conflict of interest laws, and will do nothing inconsistent with them.
- 20.4 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor shall require that the language of Articles XX and XXI of this Agreement be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 20.5 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor remains responsible for ensuring that all provisions of this Agreement are met by the sub-contractor.

ARTICLE XXI: AFFIRMATIVE ACTION

- 21.1 For the period of this Agreement, the Contractor agrees to have executed a written Equal Employment Opportunity Affirmative Action Plan in accordance with Title VI and Title VII of the 1964 Civil Rights Act, as amended. The Contractor further agrees that the following posters and notices will be prominently displayed at the Contractor's main office: (A) EEO policy statement (B) EEO posters (C) Job vacancies (D) Training session's available (E) Discrimination complaint procedures.

ARTICLE XXII: EXECUTIVE ORDER REQUIREMENTS

- 22.1 Contractor affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to

implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, “services under the Agreement” and “services performed under the Agreement” means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

- 22.2 Contractor also affirms, understands, and agrees to immediately notify the Agency of any change or shift in the location(s) of services performed under the Agreement by Contractor or its lower-tiered sub-grantees or sub-contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.
- 22.3 Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Contractor has completed and signed this addendum, and submitted it to the Agency.

ARTICLE XXIII: TERMINATION, SANCTION, DAMAGES

- 23.1 If Contractor or any of its lower-tiered sub-grantees or sub-contractors performs services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Agency is not obligated to pay and shall not pay for such services. If Contractor or any of its lower-tiered sub-grantees or sub-contractors perform any such services, Contractor shall immediately return to the Agency all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.
- 23.2 The Agency may, at any time after the breach, terminate the Agreement, upon written notice to Contractor. The Agency may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the

Agreement. If the Agency determines that actual and direct damages are uncertain or difficult to ascertain, the Agency in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

- 23.3 The Agency, in its sole discretion, may provide written notice to the Contractor of a breach and permit Contractor to cure the breach. Such cure period shall not be longer than 21 calendar days. Notwithstanding the Agency permitting a period of time to cure the breach or Contractor's cure of the breach, the Agency does not waive any of the rights and remedies provided the Agency in the Agreement, including, but not limited to, the recovery of grant funds paid for services provided by the Contractor, its lower tiered sub-grantees or sub-contractors performed outside of the United States, cost associated with corrective action, or liquidated damages.

ARTICLE XXIV: ASSIGNMENT / DELEGATION

- 24.1 Contractor shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of the Agency. Any assignment or delegation not consented to may be deemed void by the Agency.

ARTICLE XXV: DRUG-FREE WORKPLACE:

- 25.1 The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees will purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way, when they are engaged in the work being performed hereunder. Notwithstanding any other provision of this Agreement, this Agreement will not become effective unless, and until signed.
- 25.2 Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, or by Federal grant, contract, loan or loan guarantee. The law does not apply to children's service provided in private residences,

facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

25.3 By signing and submitting this document, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification to be included in any sub-awards, which sub-grantee shall certify accordingly.

ARTICLE XXVI: ENTIRE AGREEMENT

26.1 This agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties or unless otherwise required by law.

ARTICLE XXVII: SEVERABILITY

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

ARTICLE XXVIII: DEBARMENT:

28.1 By signing this agreement, Contractor verifies to ODA and WRAAA, that the Contractor is not currently debarred, proposed for debarment, declare ineligible, or voluntarily excluded from participation in transactions by any agency of the United States government under 2 CFR Part 376. Notwithstanding any other provision of this Agreement, this Agreement will not become effective unless, and until signed.

28.2 The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

28.3 Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE XXIX: LOBBYING

29.1 The Contractor is subject to the restrictions on lobbying set forth in 45 CFR Part 93. (See 45 CFR 75.214). By signing this agreement, the Contractor certifies, to the best of its knowledge and belief that:

- A. No federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this paragraph be included in the award documents for all lower-tiered sub-contracts and that all lower-tiered sub-contractors shall certify and disclose accordingly.

29.2 The certification is a material representation of fact upon which reliance will be placed when the agreement is entered into by ODA and WRAAA. This certification is a prerequisite for making or entering into this Agreement, and is imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXX: FOCAL POINTS

30.1 Focal points are posted on the WRAAA website at www.areaagingsolutions.org.

ARTICLE XXXI: PUBLICITY

- 31.1 The Contractor agrees that all public notices and publicity regarding this program shall state that: "This program is made possible by a grant from the Ohio Department of Aging through the Western Reserve Area Agency on Aging." If the grant reference is in written material, the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" and their respective logos, shall appear in at least the same size letters or type as the name of the organization.
- 31.2 The Contractor shall not use the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" to indicate funding of a program otherwise financed, unless specific authorization has been obtained by the Western Reserve Area Agency on Aging prior to use.

ARTICLE XXXII: MODIFICATION

32.1 Any amendment to laws, rules or regulations, including those cited in this Contract Agreement, will result in a correlative modification to the Contract Agreement without the necessity of executing a written amendment. However, this Agreement (which

incorporates Contractor approved proposal and all amendments attached hereto) may otherwise be modified only in writing signed by both parties.

ARTICLE XXXIII: TERMINATION BY CONTRACTOR

33.1 If the Contractor decides that it no longer wishes to provide services under this Agreement, the Contractor may not terminate services until the first day of the third month after the Agency has received written notice of termination from the Contractor. Nothing in this Article shall relieve the Contractor of Contractor's legal obligations to the Agency under this Agreement, however.

ARTICLE XXXIV: TERMINATION BY AGENCY

34.1 The Agency may terminate this Agreement without obligation if ODA determines, through the appeals process or through monitoring, that the Agreement was entered into inappropriately, or if funding is decreased or eliminated at any time.

ARTICLE XXXV: RENEWAL OF AGREEMENT

35.1 This Agreement may be renewed by the Agency at the discretion of the Agency after the Agreement has been in effect for a year, upon notice given no later than 90 days prior to the expiration of the initial year of this Agreement, and for one additional year at the discretion of the Agency upon similar notice.

35.2 The Agency is not obligated to renew this Agreement, and may not renew this Agreement if the Contractor does not demonstrate satisfactory performance, and/or if funds are not available to pay for the service, product or program for a subsequent year, and/or if a situation arises that was unforeseen at the time the Agency and the Contractor entered into the Agreement [e.g. see OAC 173-3-06(B)(3)].

ARTICLE XXXVI: APPEALS

36.1 The Contractor has the right to appeal adverse action by the WRAAA in accordance with the following process and Rule 173-3-09 of the Administrative Code. The Contractor may appeal an adverse action decision made by WRAAA as follows:

1. An appealing Contractor must submit a letter, signed by the official authorized to sign the appeal, to the Chief Executive Officer of WRAAA with a copy sent to the President of the Board of Trustees of WRAAA, within two (2) working days of receipt of written

notice of an adverse action taken by WRAAA. The ground for appeal must be specified in the appeal letter.

2. If the Appeals Committee determines the appeal is not within the above-established criteria it shall so notify the appealing Contractor. If WRAAA's Appeals Committee approves the appeal request and determines that the appeal is within the above-established criteria, a meeting of the Appeals Committee will be scheduled within five (5) working days, with an appearance by the appealing Contractor, to review the adverse decision and recommend final action by the Board of Trustees. An appealing Contractor will be notified of the date and time of the meeting. The Appeals Committee will render a final recommendation, in writing, within five (5) working days after the meeting, which shall become the final decision of the WRAAA unless appealed to the Board of Trustees.
3. An appealing Contractor may by letter appeal the notice that the appeal is not within the above-established criteria, or the final recommendation of the Appeals Committee to the Board of Trustees, with a copy to the Chief Executive Officer of WRAAA, within two (2) working days of receipt of notice that the appeal is not within the above-established criteria or written notice of the final recommendation of the Appeals Committee. The ground for appeal must be specified in the appeal letter.
4. The Board of Trustees, or in its absence the Executive Committee, will review the notice that the appeal is not within the above-established criteria or the appeal from the final recommendation of the Appeals Committee at its next meeting, adopt a final course of action and notify the appealing Contractor about its final decision in writing within five (5) working days. The decision of the Board, or its Executive Committee, shall be the final decision of the WRAAA, which may be appealed by the Contractor to ODA.
5. An appealing Contractor may request a hearing by the Ohio Department of Aging. ODA shall only honor a request for an appeal hearing before ODA if the provider has fully complied with the written process for appealing an adverse action by WRAAA and WRAAA has rendered its final decision on the appeal.

To request a hearing before ODA, the provider shall submit a written request to ODA's director via certified mail no later than fifteen (15) business days after the date that WRAAA renders its final decision.

ODA shall hold a hearing and render its final decision on the appeal no later than thirty (30) business days after the date of the hearing. The appeal process will comply with Rule 173-3-09.

ARTICLE XXXVII: NOTICES

37.1 Notices under this Agreement shall be in writing and may be delivered in person, by certified mail (return receipt requested), by overnight mail (proof of delivery required), or by facsimile (to the Contractor, only).

ARTICLE XXXVIII: APPLICABLE LAW AND FORUM

38.1 This Agreement shall be construed in accordance with Ohio law and specific applicable Federal statutes, rules and regulations. Any litigation to enforce this Agreement shall be brought in the Cuyahoga County Court of Common Pleas or in the United States District Court for the Northern District of Ohio, in Cleveland, Ohio.

IN WITNESS WHEREOF, the duly authorized representatives of the Agency and the Contractor have executed this Agreement on the dates written below their signatures.

WESTERN RESERVE AREA AGENCY ON AGING

Contractor:
FAIRVIEW PARK SENIOR LIFE OFFICE

E. Douglas Beach, Ph.D., CEO

Contractor/DULY AUTHORIZED SIGNATORY

DATE

TYPED or PRINTED NAME & TITLE OF SIGNATORY

DATE



CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-58
REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR
SPONSORED BY: COUNCILMAN MINEK
CO-SPONSORED BY: COUNCILWOMAN WERING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN THE MUNICIPAL BRIDGE INSPECTION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Fairview Park is desirous to enter into an agreement with the Ohio Department of Transportation (ODOT) to participate in the 2020-2022 Municipal Bridge Inspection Program for bridge inspection responsibilities for municipalities in Ohio that have a population less 50,000 people; and

WHEREAS, ODOT will provide bridge inspections finding to the City of Fairview Park; and

WHEREAS, ODOT shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State of Ohio as described in the Consultant's Scope of Services Task Order Contract, attached hereto as Exhibit "A"; and

WHEREAS, the City agrees to pay 100% of the cost of those features which are not included in the Consultant's Scope of Services Task Order Contract and may include, but are not limited to, the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, and the implementation of the scour plan of actions.

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

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with the Ohio Department of Transportation to participate in the 2020-2022 Municipal Bridge Inspection Program, attached hereto as Exhibit "B".

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that it is immediately necessary to continue the efficiency of the City of Fairview Park, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it take effect and be in force from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council



U.S. Department
of Transportation

**Federal Highway
Administration**

HIBS-30

NBIPOT

NBIS Oversight Program

Metrics for the Oversight of the National Bridge Inspection Program



May 2017

National Bridge Inspection Program Metrics

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Introduction

This document provides guidance and direction to FHWA Division Bridge Engineers in performing NBIP compliance reviews of State and Federal agency bridge safety inspection programs. It contains the 23 metrics assessed for compliance reviews under the National Bridge Inspection Standards (NBIS) at 23 CFR Part 650, Subpart C. This document supersedes the prior *Metrics for the Oversight of the National Bridge Inspection Program*, dated April 1, 2013.

The format of this document remains the same as the previous version, with each metric definition and requirements listed on one page, followed by a commentary section for each to clarify the metric requirements. The electronic version includes links to other important resources, indicated by blue text.

Further FHWA guidance available on the [National Bridge Inspection Program](#) (NBIP) SharePoint site will assist reviewers in performing the compliance reviews, primarily [The NBIP Compliance Review Guidance](#) and the [BPM Chapter 2 Draft Final 5-1-2017](#) from the Structure Discipline's Bridge Program Manual. The former contains background and information on the development of the review process and explains the review process generally. The latter document further details how to address the compliance issues determined, such as the requirements of Plans of Corrective Actions, Improvement Plans, and other Non-Compliance issues.

Acronyms and terms used in this document

Compliance Levels

Compliance	C
Substantial Compliance	SC
Non-Compliance	NC
Conditional Compliance	CC

Assessment Levels

Assessment Level	AL
Minimum Assessment Level	Min-AL
Intermediate Assessment	Int-AL
In-Depth Assessment	InD-AL

Other acronyms and terms

AASHTO Manual for Bridge Evaluation	AASHTO Manual or MBE
SharePoint Metric Assessment Reporting Tool (FHWA NBIP tool)	SMART
Bridge Safety Engineer (FHWA)	BSE
Continuing Education Unit	CEU
Division Bridge staff reviewer	reviewer
Federal Highway Administration	FHWA
FHWA Headquarters Bridge Office	HIBS
Fracture Critical Member	FCM
Improvement Plan	IP
Load and Resistance Factor Rating (method)	LRFR
Load Factor Rating (method)	LF or LFR
Load Rating Engineer	LRE
Metric # Assessment Report	MAR#
National Bridge Inspection Program	NBIP
National Bridge Inspection Standards	NBIS
National Bridge Inventory	NBI
National Highway Institute	NHI
National Highway System	NHS
Not to exceed	NTE
Plan of Action (Scour)	POA
Plan of Corrective Action	PCA
Professional Engineer	PE
Program Manager	PM
Quality Assurance	QA
Quality Control	QC
Specialized Hauling Vehicle	SHV
State or Federal Agency	State
Structure Inventory and Appraisal	SI&A
Team Leader	TL
Underwater	UW

NBIS Reference: 23 CFR 650.307 – Bridge inspection organization

- Criteria**
- An organization is in place to inspect, or cause to inspect, all highway bridges on public roads.
 - Organizational roles and responsibilities are clearly defined and documented for each of the following aspects of the NBIS: policies and procedures, QC/QA, preparation and maintenance of a bridge inventory, bridge inspections, reports, and load ratings.
 - Functions delegated to other agencies are clearly defined and the necessary authority is established to take needed action to ensure NBIS compliance.
 - A program manager (PM) is assigned the responsibility for the NBIS.

Population: Not applicable.

- Compliance Levels**
- Compliance (C):** All of the following must be met for C:
- The organization is in place and effective as indicated by assessment of the other 22 metrics.
 - Organizational roles and responsibilities are clearly defined and documented.
 - Delegated functions are clearly defined with the necessary authority established.
 - Responsibility for the NBIS is assigned to a PM.
- Substantial Compliance (SC):** All of the following must be met for SC:
- The organization is in place and effective as indicated by assessment of the other 22 metrics; minor deficiencies in the organization exist but do not adversely affect the overall effectiveness of the program and are isolated in nature.
 - Organizational roles and responsibilities are clearly defined and documented; isolated deficiencies exist but do not adversely affect the overall effectiveness of the program.
 - Delegated functions are defined with authority established to resolve safety issues.
 - Responsibility for the NBIS is assigned to a PM.
- Non-Compliance (NC):** One or more SC criteria are not met.
- Conditional Compliance (CC):** Adhering to FHWA approved plan of corrective action (PCA).

- Assessment Levels (AL)**
- Minimum Assessment (Min-AL):** Perform all of the following:
- Monitor PCA if in effect.
 - Assess based on previous review results, the reviewer's knowledge and awareness of the bridge inspection program, and from the current assessment of the other metrics.
- Intermediate Assessment (Int-AL):** In addition to the Min-AL:
- Verify that responsibility for the NBIS is assigned to a PM, and that documented organizational roles, responsibilities, and delegation procedures exist as applicable.
 - If functions are delegated, assess effectiveness of the process through interview of PM and some individuals with delegated functions.
 - Assess overall effectiveness of organization through assessment of other metrics and interview of PM.
- In-Depth Assessment (InD-AL):** Perform one of the following:
- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
 - National InD-AL – review in accordance with national direction and guidelines.

General: This metric determines if the State or Federal Agency (State) has an appropriate organization in place, and if the organization is effective as indicated in part by assessment of the other metrics. Therefore, this metric may not be fully assessed until the remaining metrics are fully assessed.

Phrases in italics below are repeated from the metric language, with further explanation provided.

Criteria: The phrase ‘*Functions delegated to other agencies are clearly defined*’ means each State office, District office, contractor, or other entity must be given clear direction for assigned or delegated roles or tasks. For example, a State district office with a delegated PM and inspection teams must understand the extent of their duties and how they are communicated and relate to the main PM in the central office.

The phrase ‘*...the necessary authority is established to take needed action to ensure NBIS compliance*’ means the organization must have agreements with other owners to establish the proper authority necessary to ensure the NBIS is carried out correctly. The State is highly encouraged to establish such agreements in writing. An example of inadequate authority is a State law that prevents proper posting of bridges; this would be considered a compliance issue for Metric 1.

Compliance levels: The term *Safety issues* are those related to bridge closure, posting, critical findings, and overdue inspections. For C, the phrase ‘*necessary authority established*’ is inclusive of these safety issues and all other aspects of delegated functions. For SC, the ‘*authority established*’ for these safety issues is a minimum.

If other metrics are non-compliant, conduct a careful evaluation to determine whether those non-compliance issues stem from deficiencies in the organizational structure itself. If so, then a finding of SC or NC is appropriate for this metric. This is not directly related to the number of metrics in NC or CC, but whether issues are caused by deficiencies in the organization. Another consideration is if existing PCAs are on schedule, and if not, whether the reason stems from organizational issues.

When inspection staff is not made aware of key components of organizational roles and responsibilities, this can result in inconsistencies in application of QA procedures. In such cases the metric should be considered SC due to organizational deficiency.

Another example of an organization deficiency is when a PM is assigned the responsibility for the NBIS, but with limited authority to ensure delegated agency functions are carried out due to conflicting local laws or policies. The PM has implemented an otherwise good policy to place load posting signs within a specified number of days of a load rating determination, but the bridge owner refuses to post despite repeated attempts by the PM to convince the bridge owner, and the PM is prohibited from posting the bridge directly. In this case the metric is considered NC due to the safety implications.

Assessment levels: At the Min-AL, maintain knowledge and awareness of the programs areas each year to a reasonable degree, through discussion with the PM or others, and remain aware of changes in key personnel or program policies that may affect each metric. The knowledge and awareness from the Min-AL informs whether to perform further review at the Int-AL or InD-AL.

At the Int-AL, consider interviews with individuals who have been delegated PM functions for one or more agencies, districts, consultants, etc., represented in those bridges selected for field review under Metric #12.

Background/ changes for PY 2018: Minor clarifications to wording of metric and addition of commentary to improve clarity. In-D updated for this and all metrics to provide more flexibility to Divisions in further assessment of the metric as necessary.

NBIS Reference: 23 CFR 650.309 (a) – Program Manager and 650.313 (g) QC/QA

- Criteria**
- The Program Manager (PM) must have the following qualifications:
- Professional engineer registration or 10 years of bridge inspection experience;
 - Successful completion of FHWA approved comprehensive bridge inspection training; and
 - Completion of periodic bridge inspection refresher training according to State policy.

Population: The individual designated as PM.

- Compliance Levels**
- Compliance (C):** All of the following must be met for C:
- The PM has the required qualifications.
 - The PM has completed periodic bridge inspection refresher training according to State policy.
- Substantial Compliance (SC):** All of the following must be met for SC:
- The PM has the required qualifications, except a newly designated PM has not completed comprehensive bridge inspection training, but is scheduled to do so within 6 months after selection to the PM position.
 - The PM has not completed periodic refresher training according to State policy, but is scheduled to do so within the next 12 months.
- Non-Compliance (NC):** One or more SC criteria are not met.
- Conditional Compliance (CC):** Adhering to FHWA approved plan of corrective action (PCA).

- Assessment Levels (AL)**
- Minimum Assessment (Min-AL):** Perform all of the following:
- Monitor PCA if in effect.
 - Assess based on previous review results, and on the reviewer’s knowledge and awareness of the PM’s qualifications.
- Intermediate Assessment (Int-AL):** In addition to the Min-AL:
- Verify PM’s qualifications through interview of PM or PM’s direct supervisor(s).
 - Review PM’s qualification documentation.
- In-Depth Assessment (InD-AL):** Perform one of the following:
- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
 - National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric evaluates the qualifications of the designated State PM, not any other staff members that may have delegated PM duties. The designated PM is ultimately responsible for all aspects of the Program, even if some duties are delegated to districts, consultants, local agencies, or others.

Compliance levels: The term *designated PM* refers to either an acting assignment or a permanent assignment of an individual to the position.

If a PM or an acting PM is qualified, but there are issues relating to lack of overall responsibility, sufficient authority, or effectiveness, this affects the compliance determination for Metric 1 but not Metric 2.

Assessment levels: If a new PM is designated, perform an Int-AL review in the same year if possible, or in the subsequent year if not.

Background/ changes for PY 2018: *Minor changes to wording of metric to improve clarity. Int-AL updated to require review the documentation of PM qualifications and to require Int-AL when a new PM is identified.*

NBIS Reference: 23 CFR 650.309 (b) – Team leader(s) and 650.313 (g) QC/QA

Criteria	<p>Each Team Leader (TL) must have at least one of the following qualifications:</p> <ul style="list-style-type: none"> • PE registration • Five years of bridge inspection experience • NICET Level III or IV Bridge Safety Inspector certification • Bachelor degree in engineering from ABET accredited college or university, a passing score on the Fundamentals of Engineering Exam, and two years of bridge inspection experience. • Associate Degree in engineering from ABET accredited college or university and four-years of bridge inspection experience. <p>In addition to the above qualifications, TLs must have the following training:</p> <ul style="list-style-type: none"> • Successful completion of FHWA approved comprehensive bridge inspection training; and • Completion of periodic bridge inspection refresher training according to State policy.
	<p>Population: All TLs for all inspection types for inspections performed from January 1 of the calendar year prior to the beginning of the review year.</p>
Compliance Levels	<p>Compliance (C): All of the following must be met for C:</p> <ul style="list-style-type: none"> • All TLs have the required qualifications. • All TLs have completed periodic bridge inspection refresher training according to State policy. <p>Substantial Compliance (SC): All of the following must be met for SC:</p> <ul style="list-style-type: none"> • All TLs have the required qualifications. • One or more TLs have not completed periodic bridge inspection refresher training according to State policy. <p>Non-Compliance (NC): One or more SC criteria not met.</p> <p>Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).</p>
Assessment Levels (AL)	<p>Minimum Assessment (Min-AL): Perform all of the following:</p> <ul style="list-style-type: none"> • Monitor PCA if in effect. • Assess based on previous review results, and on the reviewer’s knowledge and awareness of process for monitoring TL qualifications. <p>Intermediate Assessment (Int-AL): In addition to the Min-AL:</p> <ul style="list-style-type: none"> • Randomly sample TLs to review qualifications, including dates of comprehensive and refresher training. • Interview the PM or supervisor to verify qualifications when documentation of qualifications is inconclusive. <p>In-Depth Assessment (InD-AL): Perform one of the following</p> <ul style="list-style-type: none"> • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric verifies that all team leaders listed for all types of inspections which require a TL during the identified time period are qualified. Metric #12 then verifies that TLs are on site during each bridge inspection, and that the TLs noted in the inspection reports reviewed are included on the list developed for Metric #3.

Criteria: For additional guidance on what constitutes bridge inspection experience, see the *Questions and Answers on the National Bridge Inspection Standards 23 CFR 650 Subpart C*, located at <http://www.fhwa.dot.gov/bridge/nbis/index.cfm>.

Population: This metric applies to all TLs for initial, routine, in-depth, fracture critical member, and underwater inspections. The population is limited to TLs that have inspected bridges from January 1 of the calendar year prior to the start of the review year (example: for the PY18 review that starts 4/1/17, include all TLs that have inspected since 1/1/16). This will minimize overlap from one review year to the next.

Compliance levels: Refresher training must be scheduled on a periodic basis. This schedule should be documented, but it does not affect compliance if it is not. If any TL reviewed has not taken refresher training in accordance with State policy, this is considered SC for this metric, notwithstanding other findings. If a TL has never taken refresher training and none is planned, this is also considered SC for this metric, and should be further assessed under Metric 20, pursuant to 23 CFR 650.313(g), which requires periodic refresher training. Such training is not specifically required under 23 CFR 650.309.

Assessment levels: For the Int-AL, use the following procedure to review TL qualifications:

1. If a list of all TLs is available, review qualifications of randomly sampled TLs from the list.
2. If no list is available, refer to the sampling tool's list of sampled bridges for Metrics 13 – 19, and 21. From this sample, in the order of the random numbers already generated, obtain the name of the TL for each bridge inspection until a sample of 19 unique TLs is obtained. If this exceeds the total number of team leaders in the State, review all team leaders.

Because the NBIS does not require a “list” of TLs, the lack of a list does not affect the compliance status for Metric 3. However, in such situations, review documented procedures used to assure that the appropriate inspection qualifications are being met.

If no effective process exists to ensure that all TLs are qualified, but the actual TLs assessed in this metric *are* qualified, this finding should be considered in the compliance determination of Metric 1, not Metric 3. Likewise, if the TLs assessed in this metric are *not* qualified and the State does not have a process to monitor TL qualifications, this finding should be considered in determining the compliance determination for both Metric 1 and Metric 3.

If one or more active TLs are found to be unqualified, the finding should be addressed. First, the PM should ensure that the unqualified individual(s) ceases TL duties. Then work with the PM to develop a plan to ensure that past inspections by the individual(s) were completed in a quality manner, through review of those inspection findings or re-inspections if necessary. The plan should also rectify any underlying process issues that cause unqualified personnel to be assigned TL duties.

If the unqualified TL was found outside the metric process, the finding should also be addressed as described above. If found when Metric 3 was scheduled for a Min-AL, then a review at the Int-AL should be scheduled for that review year if possible, or the following review year at the latest, to

more fully assess the issue. An unqualified TL is considered a high-risk safety issue, so this finding should be applied directly to the compliance level of this metric, and is considered NC. If the underlying issue is resolved by Dec 31, a compliance determination of SC or higher would be appropriate, depending on other issues if any.

If certificates of training cannot be produced and the training was provided by NHI, transcripts can be requested from NHI for courses completed within the past 7 years. Each student's transcript will show the courses attended and the number of CEUs earned – NHI does not print a new copy of a certificate. Send requests for transcripts to NHIRegistrar@dot.gov.

Verify professional engineer registration through the State's PE board website.

Background/ changes for PY 2018: *Minor improvements to wording of metric to improve clarity. Int-AL updated to require interviews of some TLs.*

NBIS Reference: 23 CFR 650.309 (c) – Individual responsible for load ratings

Criteria

The Load Rating Engineer has overall responsibility for load rating of bridges and is a registered professional engineer.

Population: The individual charged with overall responsibility for load rating bridges.

Compliance Levels

Compliance (C):

- The LRE is a registered professional engineer.
- The LRE has overall responsibility for load rating of bridges.

Substantial Compliance (SC):

- The LRE is a registered professional engineer.
- The LRE does not have total overall responsibility for load rating of bridges, or the degree of responsibility is not clear.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results, and on the reviewer's knowledge and awareness of the LRE qualifications and responsibilities.

Intermediate Assessment (Int-AL): Perform the following:

- Verify qualifications and responsibilities of the LRE through interview of LRE or supervisor(s).
- Review LRE's qualification documentation.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric verifies that the individual designated as the LRE is a registered professional engineer and has overall responsibility for load rating of bridges.

The LRE may be the same individual as the Program Manager and should be actively engaged in determining and communicating load rating policy, load rating QC/QA procedures, etc. Many of the duties of the LRE may be delegated to one or more individuals at lower levels or other agencies, but the overall responsibility for load rating of all bridges in the State ultimately resides with the LRE.

Compliance levels: The phrase *overall responsibility for load rating bridges* does not mean that the individual must complete or review all load ratings directly, but rather that the individual has final responsibility for establishing procedures and guidance for the load rating process in the State, including ensuring the completion of load ratings by local agencies.

A compliance determination of SC is appropriate when the LRE is a PE, but the review reveals the LRE does not have total overall responsibility for load rating of bridges, or the degree of responsibility is not clear. This can occur, for example, if an individual with a PE is designated as the LRE but does not have documented responsibility or have authority to establish necessary policies and practices.

Assessment levels: If a new LRE is designated, perform an Int-AL review in the same year if possible, or in the subsequent year if not.

Background/ changes for PY 2018: *Substantial Compliance criteria was added for this metric, to account for situations where the LRE's level of responsibility is not completely clear. The Int-AL was modified to require review of qualifications by both interviews and reviewing documentation. Minor improvements to wording of metric to improve clarity.*

NBIS Reference: 23 CFR 650.309 (d) – Underwater Bridge Inspection Diver

Criteria Underwater bridge inspection divers must have successfully completed at least one of the following training courses:

- FHWA approved comprehensive bridge inspection training course
- FHWA approved underwater bridge inspection diver training course

Population: All inspection divers inspecting those bridges from January 1 of the calendar year prior to the beginning of the review year.

Compliance Levels **Compliance (C):** The following must be met for C:

- All inspection divers have successfully completed FHWA approved comprehensive bridge inspection training or FHWA approved underwater bridge inspection diver training.

Substantial Compliance (SC):

- All divers listed in the inspection report are qualified, but it is unclear whether all inspection divers were listed due to inadequate documentation of all divers participating in inspections.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL) **Minimum Assessment (Min-AL):** Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results, and on the reviewer's knowledge and awareness of process for monitoring underwater bridge inspection diver qualifications.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample divers to review documentation of successful completion of required training.
- Interview PM or supervisor if necessary to verify successful completion of required training when documentation is inconclusive.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric assesses the qualifications of all underwater bridge inspection divers. The purpose is not to assess all requirements of the team leader; this is done in Metric #3.

Compliance levels: Even though all inspection divers must have completed an FHWA approved comprehensive bridge inspection training course or other FHWA approved underwater diver bridge inspection training course, divers are not required to complete refresher training, unless a diver is also functioning as the team leader for the inspection.

Any diver responsible for inspection of any element must have completed the required training. If only one diver for each inspection meets established criteria, and this diver visually and/or tactilely inspects all underwater components as the primary or only inspector, this is considered a compliance level of C. Additional divers providing support roles only, such as ‘tender’ divers, need not complete the training.

For SC, any divers listed in the inspection report or other inspection records must meet required qualifications, but there may be cases where all divers may not be listed. Thus, it may be unclear whether every inspection diver that participated in the inspection met the qualifications.

Assessment levels: For the Int-AL, use the following procedure for reviewing diver qualifications:

1. If a list of all divers is available, review qualifications for randomly sampled divers on the list.
2. If no list is available, refer to the Sampling Tool. Use the Metric 17 sample, in the order of the generated random numbers, to obtain the name of the divers for each UW inspection until the required sample size of unique TLs is developed.

Because the NBIS does not require a “list” of TLs and/or underwater bridge inspection divers, the lack of a list does not affect the compliance status for Metric 5. However, in such situations, review documented procedures used to assure that the appropriate inspection qualifications are being met.

If no effective process exists to ensure that all divers are qualified, but the actual divers assessed in this metric are qualified, this finding should be considered in the compliance determination of Metric 1, but not affect the determination for Metric 5.

If certificates of training cannot be produced and the training was provided by NHI, transcripts can be requested from NHI for courses completed within the past 7 years. Each student’s transcript will show the courses attended and the number of CEUs earned – NHI does not print a new copy of a certificate. Send request for transcripts to NHIRegistrar@dot.gov.

Background/ changes for PY 2018: *Substantial Compliance criteria was added to account for situations where the qualifications of all divers participating in an inspection are not completely clear. Int-AL updated to include interviews of PM or supervisor if necessary to verify successful completion of required training. Minor improvements to wording of metric to improve clarity.*

NBIS Reference: 23 CFR 650.311 (a) – Routine inspections

Criteria

- Routine inspections are performed at regular intervals not to exceed (NTE) 24 months, or NTE 48 months when adhering to FHWA approved criteria.

Population: Lower risk bridges for the entire State that are open to traffic, and whose inspection dates have changed since the previous year’s NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are inspected within the required NTE 24 or 48-month interval, as applicable, unless documented unusual circumstances have caused a 1 month delay for any inspections.
- All bridges on the NTE 48-month interval meet the FHWA approved criteria.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of bridges are inspected within the required NTE 24 or 48-month interval plus 1 month, as applicable.
- All bridges are inspected within the required interval plus 4 months.
- At least 95% of the bridges on the NTE 48-month interval meet the FHWA approved criteria.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR6 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion of inspections, and document result on MAR6.
- Review MAR6 Summary for indication of any new deficiencies.
- Assess based on MAR6 Snapshot and previous review results, and on the reviewer’s knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR6 and resolve data for inspections that exceeded the required interval to the extent necessary to assure that the compliance status shown is correct.
- Review a sample of bridges coded for 48-month intervals from the MAR6 list of bridges, to verify they meet the FHWA approved criteria for extended intervals in the State.
- If appropriate, perform a supplemental MAR6 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 also applies to Metrics 7-10, except where noted.

The frequency metrics determine if bridges are being inspected per required intervals, including following FHWA approved criteria for extended intervals, as appropriate. Due to the large numbers of inspections completed each year and the number of scheduling issues that can occur, certain tolerances for each compliance level are defined in each metric.

Metrics 6 & 7 reflect low risk and high risk Routine inspections, Metrics 8 & 9 reflect low risk and high risk Underwater inspections, and Metric 10 reflects FCM inspections. FCM inspections are different from Routine inspections, and although some bridges may be considered in both metrics, the assessment is of two different inspection types. This occurs when, for example, a truss bridge is given a Routine inspection separately from a FCM inspection.

The term *overdue* means the inspection was due prior to the NBI submission date, but a new inspection date was not submitted. This typically occurs either when an inspection was done but was not recorded in the inventory data before submission, or that the inspection has not yet been done. An overdue inspection, until resolved, is considered a high-risk safety issue.

A *delinquent* inspection differs from an overdue inspection in that the inspection was completed but exceeded the required interval.

The analysis includes the 90/180 day NBIS allowance for entering data and an additional 30 days for compiling the submittal.

Population: Risk classification for Metric 6 & 7 is based on the bridge's super/substructure condition, load restriction, and scour vulnerability. NBI Items 41, 63, 64, and 70 determine load restriction risk, which helps identify posted bridges that do not require load restriction and therefore are lower risk. Lower risk criteria for Metric 6:

- NBI Item 59 and 60, or 62 > 4 and
- Either:
 - NBI Item 70 = 5 and Item 63 ≠ 5; or
 - Item 63 = 5 and Item 70 = 5 and Item 41 = A, D, or E
- And Item 113 = 4, 5, 7, 8, 9, N

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

The population of all frequency metrics is defined to eliminate review of the same inspection interval for the same bridge in successive review years. It also includes bridges indicated by the submitted data to be overdue for inspection.

Compliance levels: Compliance levels are based on several cumulative thresholds, which allow consideration of unusual circumstances that can make the completion of inspections within the required month impractical or inefficient. The percentages shown in the metric criteria section of the MAR tab represent the compliance level thresholds and are measured when performing an Int-AL.

As identified in the preamble of the NBIS regulation, severe weather, concern for inspector safety, concern for inspection quality, the need to optimize scheduling with other bridges, or other unique situations may be justifiable cause to push the inspection interval into an additional month (25th/49th or 61st/73rd). Such circumstances must be documented. These thresholds also allow for flexibility so that structures previously inspected earlier than scheduled can get back on the original schedule.

In unusual circumstances that will delay an inspection or group of inspections for more than 1 month, an assessment of C can be made if the Division has provided prior approval with concurrence from

the BSE. Prior to the inspection being delinquent, the State can request FHWA HQ to approval a time extension. If the request is approved, an assessment of C is proper if the bridge(s) is inspected by target date in the extension. Reasons for an extension include but are not limited to: permanently moving a small number of scheduled inspections of low risk bridges to better coincide with existing inspections in the same geographic area or a one-time schedule readjustment due to an unusually large or widespread natural disaster requiring a shift in existing resources.

For C (Metric 6 only), all bridges coded for extended intervals must meet the criteria approved by FHWA for that specific State. At the Int-AL, review and compare the approved criteria with the related data for bridges currently coded for 48 months.

For SC (Metric 6 only), the 5% tolerance for bridges coded for 48 month intervals is intended for those formerly meeting the specific criteria, but transitioning to a 24-month interval due to a recent change in condition or other criterion, which result in SC.

Note that for SC, a 50% threshold is included in the MAR Metric Criteria for the NTE interval. This threshold conveys an expectation that at least half of inspections should be completed on time. Failure to meet the 50% threshold should not by itself result in a non-compliance determination; it may indicate other issues for which further investigation is needed.

Assessment levels:

Min-AL: Resolve all overdue inspections as soon as possible after the NBI data is accepted and the MAR is generated. In this case, resolve means to determine if the overdue inspection has not been done or is only a data issue and take the appropriate action(s) that follow.

If the overdue inspection is a data issue, enter the appropriate override code with an explanation on the MAR data tab.

If a bridge inspection is not completed, take the following actions:

- Notify the State as soon as possible, and work with them to ensure inspection as soon as possible (within 30 days of notification is suggested). If the State does not take expedited action to perform the inspection, discuss the issue with the BSE.
- Track the date that the bridge is inspected
- Enter the appropriate override code with an explanation on the MAR data tab.
- Inform the PM that the underlying issue causing the overdue inspections must be corrected as soon as possible.

Depending on timing and the severity or extent of the underlying issue, the metric should be assessed at the Int-AL, preferably in the current review year, or at the latest in the next year, to determine the full extent of any issues related to the metric.

Document in the FSM the number of overdue bridges resolved, and any actions taken by the State to correct the underlying issue(s).

If any underlying issues are not resolved by December 31, assess as NC. If overdue inspections resulting from rare and isolated situations are completed in a timely manner, with BSE concurrence, and the underlying issues are resolved, the previous year's compliance determination applies, unless additional issues warrant a lower compliance level, or a lack of additional issues and a completed PCA lead to a higher compliance level.

At the Min-AL, compare the MAR summary tab percentages inspected within each threshold to the previous year's levels to determine if any negative trends indicate possible new compliance issues.

The MAR summary tab percentages can be shown by pressing the Toggle Assessment Level button to toggle to the Int-AL/InD-AL. Depending on the degree of the apparent compliance issue (based on unresolved summary data), a review at the Int-AL should be scheduled for either the current or the following review year.

Int-AL: Resolve all Overdue inspections as mentioned under the Min-AL, and resolve any other possible compliance deficiencies shown, such as inspections that exceeded the required NTE interval plus 1 month, until it is determined that the MAR compliance snapshot is correct. For further information on resolution of the MAR, see the NBIP – MAR Resolution Guidance.

When warranted, the review can include obtaining the most recent inspection data from the State and performing a supplemental interval analysis. Such analysis should be conducted after consultation with the State and if there is a reasonable chance that current inspections will reveal a higher level of compliance.

To perform a supplemental analysis, generate a new MAR using a current NBI data file (NBI submission file format) as the Most Recent data and the April NBI submission file as the Previous data. The supplemental analysis must cover at least 6 consecutive months or 25% of the population being reviewed, so the supplemental analysis should be performed with a current NBI data file obtained in October or later of the review year. The BSE can assist if such an analysis is needed.

For Metric 6 only, in rare and isolated situations, a small number of bridge inspections may exceed the required interval plus 4 months but no more than 12 months. If these are the only inspections that cause a finding of NC, with the concurrence of the BSE, the reviewer may assess the metric as SC and document the resolution in the MAR and FSM accordingly. Below are some examples to demonstrate this exception:

- An owner has several bridges on a 48-month frequency where the condition worsened, requiring the frequency to be reset to 24 months. The new frequency was recoded, but for two bridges the change was not reflected in the TL's schedule until the following year. Consequently, these bridges were inspected in the 36th month. This is an acceptable, isolated occurrence.
- An owner has a bridge that has been inspected late for 2 cycles in a row, by 7 months and 5 months respectively. This is not an acceptable isolated occurrence.

Metric Assessment Report (MAR): The MAR is generated using the [NBIP MARGen tool](#) that is downloaded from the [NBIP SharePoint site](#). The MAR is typically based on the most recent and previous April NBI submissions.

Depending on the summary result, the review may require detailed examination and resolution or overriding of the data, as explained in the MAR instructions on the SharePoint site. The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/changes for PY2018: *This metric was updated at the Min AL to no longer require resolution of all possible deficiencies identified in the MAR; only resolution of inspections identified*

as overdue is expected. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.

NBIS Reference: 23 CFR 650.311 (a) – Routine inspections

Criteria

- Routine inspections are performed at regular intervals not to exceed (NTE) 24 months.

Population: Higher risk bridges for the entire State that are open to traffic, and whose inspection dates have changed since the previous year’s NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are inspected within the required NTE 24-month interval, unless documented unusual circumstances have caused a 1-month delay for any inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of bridges are inspected within the required NTE 24 interval plus 1 month.
- 100% of bridges are inspected within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR7 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion, and document result on MAR7.
- Review MAR7 Summary for indication of any new deficiencies.
- Assess based on MAR7 Snapshot and previous review results, and on the reviewer’s knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR7 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR7 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 7 is based on the bridge's super/substructure condition, load restriction, and scour vulnerability. NBI Items 41, 63, 64, and 70 are used to determine load restriction risk, which helps identify posted bridges that do not require load restriction, and therefore are lower risk. Higher risk criteria for Metric 7:

- NBI Item 59 or 60, or 62 < 5 or
- NBI Item 70 < 5 or
- NBI Item 63=5 and Item 70=5 and Item 41= B, P, or R or
- Item 113 = 0, 1, 2, 3, 6, T or U

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (b) – Underwater (UW) inspections

Criteria

- UW bridge inspections are performed at regular intervals not to exceed (NTE) 60-months, or NTE 72-months when adhering to FHWA approved UW criteria.

Population: Lower risk bridges requiring UW inspections for the entire state that are open to traffic, with inspection dates changed since previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All UW inspections are done within the required NTE 60- or 72-month interval, as applicable, unless documented unusual circumstances have caused a 1-month delay for any inspections.
- All bridges on the NTE 72-month interval, meet the FHWA approved criteria.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of UW inspections are done within the required NTE 60 or 72-month interval plus 1 month, as applicable.
- 100% of UW inspections are done within the required interval plus 4 months.
- At least 95% of UW inspections on NTE 72-month interval meet the FHWA approved criteria.
- Minor deficiencies exist in the documentation process for 1 month UW inspections delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR8 within 30 days of NBI data acceptance and review to resolve overdue UW inspections – notify the State of overdue inspections, track completion, and document result on MAR8.
- Review MAR8 Summary for indication of any new deficiencies.
- Assess based on MAR8 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR8 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- Review a sample of bridges coded for 72 month intervals from the MAR8 list of bridges, to verify they meet the FHWA approved criteria for extended intervals in the State.
- If appropriate, perform a supplemental MAR8 analysis for current year UW inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 8 is based on substructure/culvert condition and scour vulnerability. Lower risk criteria for Metric 8:

- 92B = Y
- Item 60 or 62 > 4 and
- Item 113 = 4, 5, 7, 8, or 9

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

Compliance levels: For C (Metric 8 only), all bridges coded for extended intervals must meet the criteria approved by FHWA for that specific State. At the Int-AL, review and compare the approved criteria with the related data for bridges currently coded for 72 months.

For SC (Metric 8 only), the 5% tolerance for bridges coded for 72-month intervals is intended for those formerly meeting the specific criteria, but transitioning to a 60-month interval due to a recent change in condition or other criterion, which result in SC.

Assessment levels: For Metric 8 only, in rare situations, a small number of bridge inspections may exceed the required interval plus 4 months but no more than 12 months. If these are the only inspections that cause a finding of NC, with the concurrence of the BSE, the reviewer may assess the metric as SC and document the resolution in the MAR and FSM accordingly. Below is an example to demonstrate this exception:

- An owner has a bridge that is due for an underwater inspection and contracts with a qualified diver to inspect the bridge, but illness of the diver prevents the inspection from taking place on time. By the time the diver recovers, winter conditions further delay the inspection until spring, resulting in it being 8 months late. This would be considered an allowable isolated occurrence.

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (b) – Underwater (UW) inspections

Criteria

- UW inspections are performed at regular intervals not to exceed (NTE) 60 months.

Population: Higher risk bridges requiring UW inspections for the entire state that are open to traffic, with inspection dates changed since previous year's NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All UW inspections are performed within the required NTE 60-month interval, unless documented unusual circumstances have caused a 1-month delay for any UW inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of UW inspections are performed within the required NTE 60 interval plus 1 month.
- 100% of UW inspections are performed within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Generate MAR9 within 30 days of NBI data acceptance and review to resolve overdue UW inspections – notify the State of overdue inspections, track completion, and document result on MAR9.
- Review MAR9 Summary for indication of any new deficiencies.
- Assess based on MAR9 Snapshot and previous review results, and on the reviewer's knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR9 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR9 analysis for current year UW inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

Population: Risk classification for Metric 9 is based on substructure/culvert condition and scour vulnerability. Higher risk criteria for Metric 9:

- 92B = Y
- NBI Item 60 or 62 < 5 or
- Item 113 = 0, 1, 2, 3, 6, T or U

Bridges adhering to FHWA approved extended frequency criteria are assumed to be lower risk.

***Background/changes for PY2018:** This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (c) – Fracture critical member (FCM)

Criteria

- FCMs are inspected at regular intervals not to exceed (NTE) 24 months.

Population: Bridges that require FCM inspections for the entire State, are open to traffic, and whose FCM inspection dates have changed since the previous year’s NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All FCM inspections are performed within the required NTE 24-month interval, unless documented unusual circumstances have caused a 1 month delay for any FCM inspections.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 95% of FCM inspections are performed within the required NTE 24 interval plus 1 month.
- 100% of FCM inspections are performed within the required interval plus 4 months.
- Minor deficiencies exist in the documentation process for 1-month inspection delays, or not all delays are properly documented.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Generate MAR10 within 30 days of NBI data acceptance and review to resolve overdue bridge inspections – notify the State of overdue inspections, track completion, and document result on MAR10.
- Review MAR10 Summary for indication of any new deficiencies.
- Assess based on MAR10 Snapshot and previous review results, and on the reviewer’s knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR10 and resolve data to the extent necessary to assure that the compliance status shown is correct.
- If appropriate, perform a supplemental MAR10 analysis for current year inspections using additional data obtained from the State.
- If 1-month inspection delays exist, review procedures to ensure there is a process to document unusual circumstances and that the process is being followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The commentary for Metric 6 applies to this metric, except where noted.

FCM inspections are different from Routine inspections, and although some bridges may be considered in both metrics, the assessment is of two different inspection types.

Population: Metric 10 is based on bridges identified as requiring a fracture critical member inspection. Criteria for Metric 10:

- Item 92A = Y

Background/changes for PY2018: *This metric was updated at the Min-AL to no longer require resolution of all possible deficiencies identified in the MAR, only resolution of inspections identified as overdue. The Int-AL was modified to require the resolution of all possible deficiencies or until the compliance determination is confirmed, previously required at the Min-AL.*

NBIS Reference: 23 CFR 650.311 (a)(2), (b)(2), (c)2, (d) – Frequency criteria**Criteria**

Criteria is established to determine level of inspection, and frequency for all of the following inspection types where appropriate:

- Routine inspections – for less than 24-month intervals
- FCM inspections – for less than 24-month intervals
- Underwater inspections – for less than 60-month intervals
- Damage inspections
- In-depth inspections
- Special inspections

Population: Bridges meeting established criteria for the entire State, are open to traffic, and whose inspection dates have changed since the previous year’s NBI submission or are overdue.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All level of inspection and frequency criteria are established.
- All bridges indicate the appropriate level of inspection and frequency in accordance with the established criteria.

Substantial Compliance (SC): All of the following must be met for SC:

- All level of inspection and frequency criteria are established.
- Records for less than all bridges indicate the appropriate level of inspection and frequency in accordance with the established criteria.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review MAR11 Summary for indication of any new deficiencies.
- Assess based on previous review results, and the reviewer’s knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review established level of inspection and frequency criteria.
- Review MAR11 to resolve data to the extent necessary to assure that the compliance status shown is correct and to discuss any identified issues with the State.
- Obtain or generate a list of all bridges meeting State criteria, and review a random sample from the list to determine adherence to State criteria.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: This metric ensures there is criteria established for triggering more frequent inspections, and that the criteria is followed.

Criteria: It is understood that a specific frequency is often not established for In-depth and Special inspections, and typically never for Damage inspections; however, criteria for level of inspections should be established for all types.

Compliance levels: If bridge records or MAR resolution indicates that some inspections are found that do not adhere to the established level and frequency criteria, the PM should be notified of the finding and the metric assessed as SC. The finding will not result in NC because there is no direct requirement in the NBIS for the State to follow its own criteria; however, since following it is implied, such a finding is not considered full compliance and therefore is considered SC.

Reasonable documentation for not following the established criteria is acceptable and should be counted as adhering to the criteria.

Assessment levels: For the Min-AL, review the MAR for indication of any new deficiencies, keeping in mind that many shown may reflect limitations in analyzing the NBI data. The MAR information at the Min-AL is for knowledge and awareness only, which should inform whether to perform further review at the Int-AL for either the current or the following review year, to further assess the extent of the issue.

Also for the Int-AL, obtain and review the criteria used by the State, and to the extent possible generate a list of bridges meeting that criteria. Ensure that all bridges are coded for the reduced frequency identified in the policy. The ability to generate a list may be limited to querying any NBI items that may be included in their criteria, which may not capture every aspect of the State's criteria. Alternatively, ask the State to generate the list, and clearly identify the criteria used to develop that list.

Metric Assessment Report (MAR): Generate the MAR using the [NBIP MARGen tool](#) available at the [NBIP SharePoint site](#). The MAR is typically based on the most recent and previous April NBI submissions.

The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/changes for PY2018: *The Int-AL was modified to bring into the metric an existing requirement to resolve all deficiencies identified in the MAR or until the compliance determination is confirmed.*

NBIS Reference: 23 CFR 650.313 (a) & (b) Inspection procedures – Quality inspections

Criteria	<ul style="list-style-type: none"> • Each bridge is inspected in accordance with the <i>AASHTO Manual for Bridge Evaluation (MBE)</i>, as measured by the following criteria: <ul style="list-style-type: none"> ○ condition codes are within generally acceptable tolerances, ○ all notable bridge deficiencies are identified, and ○ condition codes are supported by narrative that appropriately justifies and documents the component condition rating. • A qualified team leader is at the bridge at all times during each initial, routine, in-depth, fracture critical member and underwater inspection.
	<p>Population: Bridges in the State or selected geographic/owner subset that are open to traffic, and have been inspected since January 1 of the previous calendar year.</p>
Compliance Levels	<p>Compliance (C): All of the following must be met for C:</p> <ul style="list-style-type: none"> • At least 90% of bridges reviewed meet the criteria for component condition ratings, documentation of deficiencies, and following of applicable MBE procedures. • All bridges reviewed had a qualified team leader on site during all most recent inspection types. <p>Substantial Compliance (SC): All of the following must be met for SC:</p> <ul style="list-style-type: none"> • At least 80% of bridges reviewed meet criteria for component condition ratings, documentation of deficiencies, and following of applicable MBE procedures. • All bridges reviewed had a qualified team leader on site during all most recent inspection types. <p>Non-Compliance (NC): One or more SC criteria are not met.</p> <p>Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).</p>
Assessment Levels (AL)	<p>Minimum Assessment (Min-AL): Perform all of the following:</p> <ul style="list-style-type: none"> • Monitor PCA if in effect. • Perform field reviews of bridges sampled at a LOC 80%, MOE 15% size or greater, to compare inspection reports for all appropriate inspection types with actual bridge conditions to evaluate: <ol style="list-style-type: none"> 1) Accuracy of component condition codes; 2) Use of MBE procedures; 3) Adequacy of documentation and appropriate justification of component condition ratings; 4) Indication that a qualified team leader was present at each applicable inspection, and qualified divers for underwater inspections. <p>Intermediate Assessment (Int-AL): In addition to the Min-AL:</p> <ul style="list-style-type: none"> • Include field verification of one active Routine inspection to verify team leader presence and that MBE procedures are followed. <p>In-Depth Assessment (InD-AL): Perform one of the following:</p> <ul style="list-style-type: none"> • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – Conduct in accordance with national direction and guidelines.

General: Metric 12 assesses the quality of bridge inspections. For each sampled bridge, all applicable types of inspection are field reviewed to determine if the inspections:

- Were conducted by qualified team leaders,
- Were performed using proper procedures,
- Resulted in accurate condition codes,
- Resulted in fully documented deficiencies, and
- Included all appropriate inspection types.

Routine bridge inspections, and FCM and UW inspections when appropriate, are assessed. Complex inspection procedures where needed are also assessed. The most recent inspection report(s) for all types are compared to field conditions.

Inspected in accordance with the AASHTO MBE means that inspection processes and techniques described in the MBE Section 4 for Routine, FCM, and UW inspections are generally followed. Verifying the use of MBE procedures through field reviews is generally limited to looking for obvious discrepancies between documented procedures and field observations, such as indications that certain areas were not accessed or that the FCMs or elements requiring an UW were not accessed. Therefore, the primary means of assessing whether MBE procedures were followed, other than participation in the active inspection, is by review of inspection report documentation including photos for evidence that procedures were carried out.

Metric 22 should be assessed along with the Metric 12 field reviews. Metric 12 is focused on the four main condition codes resulting from inspections, the quality of the inspection documentation, and overall quality of the inspection, whereas Metric 22 assesses other NBI data items associated with the bridge record.

Field reviews are not complete and thorough bridge safety inspections. Rather, these reviews should make a reasonable assessment of the overall quality of the most recent inspection and verify, to the extent practical, the previous inspection findings and condition assessments for the accessible parts of the bridge.

If the inspection report identifies findings that cannot be confirmed, those findings should be assumed accurate. However, observed defects or deterioration that are not documented in the report may require further investigation, such as review of prior inspection reports and interviews, before considering the defect an inspection quality issue.

Field reviews should be coordinated with the State PM or other appropriate inspection staff. State or agency participation in the review is strongly encouraged, as this typically leads to a consensus of review findings, informative discussions, and insight into the inspection program. The expectation is that the field review is conducted with State personnel.

In the rare event the State or agency staff do not attend, make every effort to include another FHWA employee, for safety of the reviewer. Discuss with the Division leadership or BSE if someone cannot be found to accompany the reviewer.

Bridges requiring excessive effort or cost due to geography or inaccessibility need not be included in the field review subset.

Population: The population includes all bridges in the State or a geographic or owner subset (if selected by the reviewer) that have had Routine Inspections since January of the previous calendar year prior to the start of the review year. For example, for the PY18 review beginning in April 2017,

the review should only include those bridges having had Routine Inspections during or after January 2016. This will ensure that only recent inspections are reviewed, preventing review of the same structure in subsequent years and identification of older issues that may have since been corrected.

For the sample bridges, the most recent FCM, Underwater, Complex, and other types of inspections also must be included in the review, regardless of when performed (even if prior to January 2016).

Reviewing a subset can reduce the amount of travel required, but all subsets for the entire State must be covered in the 5-year review cycle. The plan for review by subsets must be documented each year under extent of review in the FSM.

Geographic subsets should include all owning agencies within that subset. Rotation of subsets around the State in less than 5 years may be advantageous, allowing flexibility to focus the remaining year(s) of the cycle on reassessment of certain areas or a statewide sample to gain an overall perspective.

Sampling: The minimum number and selection of the field review bridges is based on a statistical randomized sample, largely consistent with other metrics, and retains sampling flexibility for the reviewer. The sample is based on criteria determined to ensure selection of bridges with target risk factors, conditions, and other characteristics. The criteria used by the NBIP Sampling Tool to select the sample bridges and can be found on the [NBIP SharePoint site](#).

The default sample size used by the Tool is Tier 1 (LOC 80%, MOE 15%), with the ability to select a Tier 2 (LOC 80%, MOE 10%) sample size. A larger than Tier 1 sample size may be selected for field review, but the PM must be notified of and understand the reasons for reviewing a larger size, and the larger size must be documented before the review in the 'Extent of Review' field in the FSM. A larger size other than Tier 2 will require manual selection of additional field bridges in the order from the random sample list.

For example, if desired, 20 bridges may be field-reviewed in order to remain consistent with past reviews. When using standard mathematical rounding, the effect of reviewing a Tier 1 sample size vs. 20 will affect the allowable number of inspections beyond the metric tolerances for each compliance level.

The Sampling Tool selects a target number of bridges for each of the Procedure metrics (Metrics 13, 14, 16-19, 21) being reviewed at the Int-AL, if available in the selected geographic area. The tool also selects a target number of bridges in poor, fair, and good condition and on the NHS before rounding out the sample with bridges of any type, condition, or on/off-system.

The random sample may be manually modified in the Sampling Tool after selection. Reasons for replacing a sample bridge with another include but are not limited to replacement, closure, or inaccessibility due to flooding or construction work. However, the next bridge listed in random sample list should be selected in place of the removed bridge. To obtain a different diversity of structure types or other factors, the criteria listed above for structural conditions and procedures metrics being assessed at the Int-AL must first be met. Discuss with the BSE any unique situations where further selection modification is desired. Document the justification for the selection changes in the FSM.

Compliance levels: *Generally acceptable tolerances* for condition assessments exist when the inspector determined NBI condition codes are within one value of the review team's. The team typically includes both FHWA and State staff.

Notable bridge deficiencies are those leading to NBI component ratings of 5 or less, or those requiring some kind of immediate action.

The metric is assessed on a 'per bridge' basis. If all factors are within tolerance as identified on the field review form, then the bridge is a positive data point toward compliance. Conversely, if one or more factors for the bridge are out of tolerance, then the bridge is a negative data point. If 17 of the 18 bridges are positive (or 94.4%), using standard mathematical rounding to 94%, the determination for this metric would be Compliant.

When more than one inspection type was completed, percentages for measuring compliance are still determined based on the number of bridges field reviewed. For example, one bridge may have current inspection reports for routine, FCM, and UW inspections. This package of three reports should be considered one data point. The result of the three inspections should yield one resulting superstructure condition code in the data submittal, and also in the routine inspection report if completed more recently than the fracture critical and underwater inspection reports. If the three reports are judged to have the condition codes (Items 58, 59, and 60, or 62) within acceptable tolerances, it would be a positive data point toward compliance. If 18 bridges identified for field review had 23 current NBIS inspection reports (5 are inspections other than routine), the denominator to use for the percentage calculation should be 18 (not 23). The same logic applies to assessing documentation of notable deficiencies in the three inspection reports.

Condition coding guidance is available in the comprehensive bridge inspection training course, in addition to the Coding Guide and the BIRM. Draw upon all FHWA guidance to determine the proper condition code, understanding the extent and severity of deterioration and effect on structural capacity that is intended for each level of condition. Consult the BSE if a disagreement in the field cannot be resolved.

Appropriate justification of determined ratings means the lower the value of the condition code, the amount of documentation increases to thoroughly describe its location, extent, and significance. While a condition code of 6 may normally warrant a fairly brief narrative, as the condition worsens more thorough documentation is required, which should include photos, sketches, measurements, etc., to fully document the identified deficiencies and support the assigned condition rating. Per the MBE, condition codes of 5 or less require appropriate documentation. If there is lack of documentation for a component rated 6 or greater, this is acceptable, though it is considered good practice to include an appropriate description for components in all conditions.

If findings from an UW or FCM inspection have resulted in a lowering of a condition code, the lowered code and the associated narrative should be reflected in the subsequent Routine inspection report.

If a compliance issue is found in one geographic subset, the issue should be applied to the State compliance determination and an appropriate PCA should be implemented. If in the following year a review is done in a different region yielding no issues, but the PCA for the previous year is not yet complete, the State is still considered to be in non-compliance until the PCA is complete and no other compliance issues have been found.

Assessment levels: Metric 12 assesses, in part, whether a qualified TL was present during the inspection, while team leader qualifications are assessed under Metric 3. Comparing the team leader designated on the inspection report to an approved list of team leaders provided by the program manager is sufficient evidence that a qualified team leader was present. If no qualified team leader as identified by the State is found to have been on site during one or more inspections, Metric 12 is NC, except for the following scenario. If the team leader present at the site is on the State's list of qualified team leaders, but it was found under Metric 3 that the team leader isn't actually qualified, this issue affects compliance for Metric 3 but not Metric 12. However, document the lack of a qualified team leader on site in Metric 12 and explain that the compliance was affected for Metric 3.

At the Min-AL, use the Sampling Tool to determine the field review bridges, which will produce a randomized list based on a predetermined set of factors and, if desired, based on the reviewer's selected (filtered) geographic region. The sample size at the Tier 1 level will likely be between 15 and 19 bridges, depending on the population of State bridges and the sub-population chosen for the geographic area under review. The reviewer should remove any bridges that have been dismantled or replaced, border bridges not under the State's responsibility, or are otherwise inappropriate for review, then use the tool to select the next one(s) on the randomized list. The reason for removal of any bridge from the original randomized list should be documented in the Extent of Review section of the FSM in SMART. Tier 2 or some other larger sample size should be considered in cases where a larger selection would better represent multiple Districts or owning agencies within the State or geographic area.

Assessing Metric 12 along with related Procedure metrics: When a related Procedure metric is being assessed at the Min-AL, regardless of the Metric 12 assessment level, the reviewer is not expected to compare conditions at the site with any bridge-specific procedures in the bridge file. Instead, focus on the overall quality of inspection(s) compared to the inspection report(s), accessibility of bridge members for inspection, and on the other aspects of Metric 12 such as accuracy of the condition codes, supporting narrative, and presence of a team leader. In this case, obvious procedure related inspection quality issues found during the field review, such as a bridge with a pier in deep water and no evidence of an UW inspection being performed on the pier, should be considered Metric 12 findings. However, any finding directly related to a bridge-specific procedure for any Min-AL Procedure metric should add to the reviewer's knowledge and awareness of issues related to that other metric, but should not directly affect the compliance measure for that metric. Discuss particular findings with the PM and document them in the FSM. For serious findings, complete an Int-AL review for the affected Procedure metric in the current or following review year.

When a related Procedure metric is being assessed at the Int-AL, the bridge-specific procedures are to be reviewed under that metric. If evidence is found in the field indicating the bridge-specific procedures were not followed, an inspection quality finding should be applied to Metric 12. On the other hand, if the bridge-specific procedures were followed, but the procedures are found inadequate for the particular bridge, a procedure finding should be applied to the Procedure metric.

Judgement should be applied in determining the effect of an inspection finding on either the Metric 12 or related Procedure metric's compliance measure, taking into account the severity and extent of the finding, the actual effect on inspection quality, and the importance of the specific procedure to inspection quality.

For example, when a bridge-specific procedure has all FCMs identified, but evidence in the inspection report or the field indicates some FCMs were not inspected within arm's reach, the issue should result in an inspection quality finding for Metric 12. However, if some FCMs were not

identified but evidence shows all FCMs were inspected within arm's reach, the issue would result in a bridge-specific procedure finding for Metric 16. If the FCMs were not identified and evidence shows that FCMs were not inspected within arm's reach, the finding should be applied to both Metrics 12 and 16. If the extent of the finding isn't clear, or if it's uncertain which metric(s) apply, discuss with the BSE.

If the most recent UW inspection report is several years old, any findings still apply toward the bridge assessment.

At the Int-AL for Metric 12, include participation in at least one active Routine inspection. Select the bridge(s) manually in consultation with the State, independent of the random sample bridges. For the active inspection(s), observe the inspection process and application of proper procedures. Add the bridge(s) to the random sample as a data point for assessment, but only review the bridge(s) for the Field Form items related to quality of inspection, following of procedures, and qualified team leader presence on the lower portion of the Form. Do not assess the condition ratings and narrative from the previous Routine inspection report, or the ratings and narrative generated from the current inspection. Although the condition ratings and supporting narratives aren't rated on the Field Form for the bridge(s), assess the bridge(s) as a data point with the other bridges for final compliance determination.

Background/ changes for PY 2018: Revised this metric to make the selection of field bridges based on a random sample, to be more consistent with other metrics. The random sample is based on criteria built into the FHWA Sampling Tool, related to aspects determined to reflect higher risk, to ensure selection of bridges of certain types and in fair to poor condition.

NBIS Reference: 23 CFR 650.313 (c) – Rate each bridge to its safe load-carrying capacity

Criteria

- Bridges are rated for their safe load carrying capacity in accordance with the *AASHTO Manual for Bridge Evaluation (MBE)*, for all legal vehicles and State routine permit loads.

Population: All bridges in the State that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges have a NBI load rating determination.
- All sampled bridges have documentation in accordance with the MBE that supports the load rating determinations.

Substantial Compliance (SC): All of the following must be met for SC:

- 100% of higher risk bridges and at least 95% of lower risk bridges have an NBI load rating determination.
- At least 90% of sampled bridges sampled have documentation in accordance with the MBE that supports the load rating determinations.
- Ratings may have minor or isolated documentation deficiencies, but these do not adversely affect the accuracy of the rating.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review MAR13 Summary for indication of any new compliance deficiencies.
- Assess based on previous review results, the status of any new compliance deficiencies, and the reviewer’s knowledge and awareness of State load rating practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review MAR13 and resolve load rating compliance deficiencies to the extent necessary to assure that the compliance status shown is correct, and discuss identified load rating data inconsistencies with the State.
- Randomly sample bridges identified in the NBI as having load rating determinations and review the load ratings to verify that load rating calculations or documented determinations exist, all legal vehicles were considered, and load ratings are consistent with current conditions.
- Include some bridges from this metric’s random sample in the Metric 12 and 22 field review sample, to compare actual bridge conditions with those identified in the load rating.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – conduct in accordance with national direction and guidelines.

General: The NBIS requires all bridges to be rated for safe load capacity, including bridge length culverts.

Population: *Higher risk bridges* for the Load Rating metric are those bridges with:

- NBI condition ratings of 4 (Poor) or less for Superstructure (Item 59), Substructure (Item 60), or Culvert (Item 62)
- Item 70 <5
- NBI appraisal rating of 3 (Serious) or less for Structural Evaluation (Item 67)
- Bridges requiring load restriction (NBI Item 41 coded B, P or R),
- Bridges with temporary supports (NBI Item 41 coded D)
- Bridges with fracture critical members (FCM)

Lower risk bridges for this metric are those that are not classified as higher risk bridges.

Compliance levels: A load rating, as defined in the NBIS, is *the determination of the live load carrying capacity of a bridge using bridge plans and supplemented by information gathered from a field inspection.*

An *NBI load rating determination* means NBI Items 63 and 65 are not equal to 5 (no load rating analysis or evaluation performed).

The 100% and 95% thresholds in the first SC criteria are applied to higher and lower risk bridges, respectively, as analyzed by MAR using the entire State inventory, while the 90% threshold in the second SC criteria is applied to the file review sample, which is reviewed at the Int-AL. The difference in the thresholds reflects the different aspects of assessing inventory load rating data versus the review of a random sample of load rating files.

For SC, *minor or isolated documentation deficiencies* include calculations that are difficult to follow, missing data input; valid but unclear assumptions, etc.

Any NBI reporting deficiencies, including data not reported in the proper format (RF/HS20/HL93), or NBI data not matching the load ratings on file, should be considered for Metric 22.

Per the MBE, ratings should be accurate for current structural and traffic conditions, and material types.

Reasonable timeframes to accomplish a load rating should be acknowledged in assessing compliance. For example, consider a bridge that has recently been identified as needing a rating (or re-rating), but the rating has not yet been done; if the State established timeframe has not been exceeded, this bridge would not be considered as a rating deficiency.

The load rating should consider all legal vehicles when determining if posting is required or not. This can either be done on a per bridge basis, or by parametric analysis for groups of bridges. When the design load rating value does not envelope all legal loads, a rating value must be documented for each vehicle requiring posting.

Assessment levels: Assessment of this metric includes review of MAR for all assessment levels, but to a higher degree at the Int-AL than the Min-AL; it also includes review of a sampling of files, and field reviews at the Int-AL.

The MAR includes all bridges for the metric population, and is based on the most recent and previous April NBI submissions.

The MAR has a *summary* tab and a data tab(s). The data tab(s) details inconsistencies, errors, or compliance deficiencies in the NBI load rating data. The results shown on the *summary* tab should be considered a preliminary assessment of compliance only. Investigation of the data issues, as indicated below, is required. Some issues may be data errors (a Metric 22 issue), while others may relate to the load rating (a Metric 13 issue).

At the Min-AL, the MAR summary tab is reviewed for knowledge and awareness. If new compliance deficiencies are identified that are not being corrected under a PCA, then the metric should be assessed at the Int-AL, preferably in the current review year, or at the latest in the next year, to determine the full extent of any issues related to the metric.

At the Int-AL, the compliance deficiencies identified on the summary and data tabs as red items must be resolved by:

1. Reviewing the data for inconsistencies and errors, resolving as appropriate.
2. Informing the State of any non-resolved compliance deficiencies, and the NC or SC determination based on MAR13.
3. Asking if the State concurs with the NC determination.
 - a. If there is concurrence with NC, follow normal procedures for NC.
 - b. If there is not concurrence with NC, ask for corrected NBI data or an explanation as to why the metric should not be considered NC. If necessary to achieve resolution, increase the sample size to the Tier 2 level or complete additional investigation at the InD-AL.

The final compliance snapshot on the MAR summary tab after resolution must match the compliance level assigned for the metric.

The data inconsistencies identified in the MAR as yellow items are also evaluated at the Int-AL. Review a few (at least 5 recommended) bridges of these bridges to determine if correction is necessary. Some data inconsistencies could be valid, while others may not be, leading to SC and a resulting Improvement Plan.

File review: At the Int-AL, select a random sample of bridges for file review. *Verify bridges have load rating calculations or that documented determinations exist* and ensure that the results are consistent with other bridge information contained in the file and in the NBI.

Verify load rating calculations, assumptions, and methodology to ensure consistency between calculations and the load rating summary information, suitability of rating vehicles, software program used, etc. Note load rating *assumptions* in the file and verify the actual conditions. Such assumptions include LRFR considerations for condition, significance of or changes to dead load, impact forces, and effectiveness of enforcement.

Evaluation of the load rating file and load rating *policies and procedures* requires familiarity with assigned rating policies (5 conditions in the [9/29/2011 HIBT memo](#)), rating vehicles (including AASHTO's SHVs), and other MBE provisions.

An assigned rating is different than an engineering judgment rating as prescribed in the AASHTO Manual. Engineering judgment is allowed by the MBE in certain circumstances, primarily for concrete or masonry bridges with no plans.

The FHWA Resource Center or Headquarters load rating specialists are available to participate when conducting an Int-AL review.

Field reviews: At the Min-AL, the reviewer should compare field conditions, condition codes, inspection narrative, and design load with the overall load rating, checking only for obvious and substantial discrepancies between them. If a load rating issue is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness for Metric 13. For example, if a load rating for a bridge being reviewed under Metric 12 does not seem to match field conditions, consider reviewing Metric 13 at the Int-AL sooner in the 5-year cycle than previously planned or reviewing at the Tier 2 level to further assess the extent of the issue.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated in part here. The Sampling Tool will automatically select a target number of bridges (see [selection criteria](#) on the [NBIP SharePoint site](#) for current target number) required under this metric for the Metrics 12 and 22 field reviews, if available in the selected geographic area. If fewer bridges than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL for Metric 13 for bridges selected for both field and file review, any field findings can be applied directly to the compliance determination for Metric 13. Actual bridge conditions should be compared to the load rating assumptions, input criteria, etc., such as the percentage of section loss on steel beams.

Also at the Int-AL, evaluate the accuracy and compatibility of other related load rating NBI items listed below for all bridges sampled. If NBI data is inaccurate, this should not directly affect the compliance of Metric 13, since NBI data quality is assessed under Metric 22. Notify the State of any data quality errors, but the data should not directly impact the compliance determination of Metric 22. However, if a widespread data issue is suspected, consider (re)assessing Metric 22 at the Int-AL and including the load rating data item(s) in question.

Load rating NBI items relating to, or which could influence this rating include:

- Item 31 – Design Load
- Items 63-66 – Operating/Inventory Ratings and Methods
- Item 41 – Structure Open, Posted or Closed
- Item 70 – Bridge Posting
- Item 103 – Temporary Structure
- Item 106 – Year Reconstructed
- Item 108 – Wearing Surface

Metric Assessment Report (MAR): The MAR is generated using the [NBIP MARGen tool](#) available at the [NBIP SharePoint site](#).

The MAR is based on NBI data, which has some known limitations for determining compliance. A few examples include border bridges where the other State has inspection responsibility, when the time frame for processing and submitting NBI data causes some inspection data to be omitted from the submittal, or situations when the bridge has been replaced or work has been performed that changes the inspection schedule.

Background/ changes for PY 2018: Metric revised to no longer require resolution of all possible deficiencies per the MAR at the Min-AL; several clarifications were made in the Commentary.

NBIS Reference: 23 CFR 650.313 (c) Inspection procedures – Post or restrict bridges**Criteria**

- Bridges are posted or restricted in accordance with the *AASHTO Manual for Bridge Evaluation (MBE)* or in accordance with State law, when the maximum unrestricted legal loads or State routine permit loads exceed that allowed under the operating rating or equivalent rating factor.
- Posting deficiencies are promptly resolved.

Population: All bridges in the State requiring posting or that are closed.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges are properly posted or restricted.
- All identified posting/closing compliance deficiencies have been promptly resolved.

Substantial Compliance (SC): All of the following must be met for SC:

- All bridges are properly posted or restricted.
- Posting deficiencies have been promptly resolved, but no maximum timeframe for correction has been established or documented.
- Safety Related Checks for bridge posting included in the NBI data check reports are resolved within 90 days of receipt.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review and notify the State of posting deficiencies identified in the data submittal reports within 30 days of receiving the reports from the NBI administrator.
- Review MAR 14 and resolve all posting deficiencies identified.
- Assess based on previous review results, the status of current posting deficiencies, and the reviewer's knowledge and awareness of State load posting practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges requiring posting and review the bridge files to verify that the documentation shows posting is properly implemented and corresponds to the load rating recommendation.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify that posting signs exist and are appropriate for the current load rating and posting recommendations.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: This metric assesses whether bridges are load posted or restricted when the maximum unrestricted legal loads or State routine permit loads exceed those allowed under the operating rating or equivalent rating factor.

Population: Criteria for Metric 14, bridges requiring posting:

- Item 41 = A and (Item 70 < 5 or Item 64 < 20 mT*) or
- Item 41 = B, D, E, K, P or R or
- Item 41 <> K and Item 64 < 2.7 mT*

* Note that the Sampling Tool and MAR generator require Item 64 to be in metric tons, regardless of how submitted. When Items 64 (and 66) are submitted as a rating factor to the NBI, they are converted to and stored as metric tons. When generating a NBI data file, Item 64 (and 66) are output in metric tons.

Compliance levels: The *Safety Related Checks for bridge posting* list bridges with Item 64 between 2.7 and 19.9 mT or Item 41 = 'B'. These checks are included in the *NBI data check reports*, which are generated during processing of the NBI data submittal and sent to the Division and State by the National Bridge and Tunnel Inventory Engineer in the Office of Bridges and Structures. Track the resolution of the Checks to determine the proper compliance level.

Promptly resolved means resolving within the timeframe stipulated in the load posting procedures. The FHWA recommends resolution as soon as possible depending on urgency, up to 90 days if no timeframe has been established. The FHWA selected the default 90-day timeframe after careful consideration of current practice, the safety implications, and what can reasonably be accomplished. However, in cases where known existing loads significantly exceed the recommended posting limit, or the route is of significant importance (bus routes, emergency vehicle routes, etc.), FHWA recognizes that these routes must be posted much more quickly to ensure safety.

It is not possible to eliminate vandalism or impact damage; however, the owner should develop a process to quickly replace or repair such signs upon discovering the problem. For example, some States consider a missing posting sign a critical finding and have established an allowable timeframe to reinstall the sign. Similarly, once determined that a bridge must be restricted for loads, the new signs must be installed promptly. If the owner is able to install the missing, damaged, or new posting signs within the agreed upon timeframe, the deficiency is considered resolved, and a determination of C is warranted. If the owner has no established timeframe, but still promptly resolves the issue, a determination of substantial compliance is warranted. If the owner does not timely address the issue of posting deficiencies, this should be considered NC.

Consider substandard signs, such as those with the proper information but a non-standard font or sign material or not easily readable, to be SC.

Assessment levels: *Resolve all identified posting/closing compliance deficiencies* by following up on identified items and determining if they are just data errors that must be corrected, or if bridges still must be posted. Confirm the accuracy of the data, and resolve any compliance issue(s). If the bridge has since been posted within the established timeframes, this would be considered resolved. If any bridge must be posted and has not been by the established timeframes (or 90 days if no timeframe is established), this is considered NC. Address such situations promptly with the State, and communicate them to the Division Administrator and the Bridge Safety Engineer. Document the current status and eventual resolution of each of these situations in the MAR14, with a copy attached in SMART.

At the Min-AL for Metric 14, if a posting issue is found for bridges field reviewed under Metric 12, use this knowledge and awareness to consider another review of Metric 14 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State for prompt resolution.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is in part repeated here. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#)). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL for Metric 14, for bridges selected for both field and file review, any field findings can be applied directly to the compliance determination for Metric 14.

Load posting NBI items are those related to or could influence this topic: Item 31 – Design Load; Items 63-66 – Operating/Inventory Ratings and Methods; Item 41 – Structure Open, Posted, or Closed; Item 70 – Bridge Posting; Item 103 – Temporary Structure. At the Int-ALs these items are reviewed during field reviews for compatibility between items and for accuracy. The reviewer should include these items as part of an Int-AL of Metric 22 when this level of assessment is undertaken for Metric 14.

In some cases, bridges on the Metric 14 sample that need posting are coded ‘R’ for Item 41—these are often parkway bridges with ample load capacity for the trucks allowed on the parkway. In these cases, if the operating rating meets or exceeds the force effects from all allowable truck loads on that route, and heavier trucks are restricted by some other method than load posting each bridge, then the code of ‘R’ is sufficient to indicate that the bridge is restricted and does not need to be individually posted.

Metric Assessment Report (MAR): The MAR includes all bridges for the metric population, based on the most recent and previous April NBI submissions.

The MAR has a *summary* tab and a data tab(s). The data tab shows the bridge-by-bridge posting status based on several evaluations using NBI Items 41, 64, 70, 103, and 59-60 or 62 in the most recent and the previous year’s NBI submissions. It also has a *Bridge Compliance Status* indicator showing the overall posting status of the bridges. The *summary* tab summarizes the evaluation data on the data tab and provides an *Overall Compliance Snapshot* based on a summary of the *Bridge Compliance Status* indicator.

For all assessment levels, the *Bridge Compliance Status* of all bridges evaluated as *not properly posted or restricted* must be resolved. The data tab provides columns for manually overriding the evaluation result and for providing comments or explanations based on the review.

Posting/closing compliance deficiencies are those identified as red items in the MAR. (Note: These include the “safety related checks” of the NBI submission, but also incorporate more data checks).

MAR *data inconsistencies and errors* are those identified as yellow items in the report.

Background/changes for PY2018: *Clarifications were made to commentary.*

NBIS Reference: 23 CFR 650.313 (d) – Prepare bridge files

Criteria

- Bridge files are prepared and significant bridge file components recorded as described in the AASHTO MBE.

Population: Bridges for the entire State that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All sampled bridges have files.
- All sampled files have the applicable significant components.

Substantial Compliance (SC): All of the following must be met for SC:

- All sampled bridges have files.
- At least 85% of sampled bridge files have the applicable significant components.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer’s knowledge and awareness of State’s practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges to verify that bridge files and significant bridge file components exist; if some components are only referenced, verify the components exist in the referenced location(s) and are readily available.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines

General: As outlined in Section 2 of the AASHTO Manual (MBE), the bridge file contains a wide range of information applicable to bridge inspection which may be located in more than one location. The list of *applicable significant bridge file components* for Metric 15, which is a subset of the larger list provided in the MBE is composed of:

- Inspection reports
- Waterway information – channel cross-sections, soundings, stream profiles
- Special inspection procedures or requirements
- Load rating documentation, including load testing results
- Posting documentation
- Critical findings and actions taken
- Scour assessment
- Scour Plan of Action (POA) (for scour critical bridges and those with unknown foundations) and documentation of post-event inspection or follow-up
- Inventory and evaluation data and collection/verification forms
- Significant correspondence

Per the NBIS, bridge files must also contain maintenance records.

Channel cross-sections must be included in the bridge file per section 4.8.7 of the AASHTO MBE. The FHWA interprets the MBE provision to apply to all bridges, including floorless culverts, spanning a waterway. Cross sections include vertical measurements from identified points on the upstream and downstream face(s) of the structure to the stream bottom or embankment at each abutment and at other substructure walls or piers at a minimum. A single cross section at one face may be appropriate for historically stable channels and embankments. Cross sections must be updated periodically so that a historical comparison is available in the file to help determine the extent of any scour, channel shifting, degradation, or aggradation of the stream. A frequency for obtaining and updating these measurements should be established, depending on an assessment of the bridge and stream characteristics, and documented in the bridge file. Evaluate the need for obtaining cross sections for pipes and box culverts that meet the definition of a bridge under the NBIS on a case-by-case basis.

Significant correspondence refers to correspondence and agreements regarding inspection responsibility, ownership, maintenance responsibilities with other agencies, or other issues that have an impact on the ability to ensure that thorough and timely inspections are completed.

For additional information on particular aspects or considerations relating to the significant file components, consult Section 2 of the AASHTO MBE.

Some significant components require retention of historical information, such as inspection reports, channel cross-section, etc. If the historical aspect of these components is found deficient, such as lack of past cross-section information, the remedy of this practice through an improvement plan or plan of corrective action will only change future documentation. Future year assessments should consider these recent improvements and their effectiveness of procedures moving forward in time in evaluating the adequacy of these components, and not require full histories that are unrecoverable. Another scenario is if files have been destroyed by a natural disaster, the previous files should be re-created to the extent possible from electronic or duplicate copies that may exist elsewhere, and from that time going forward the new file contents should be complete.

Compliance levels: Percentages for determining metric compliance should be calculated by considering each bridge file as one data point. Each of the significant components listed above and relevant maintenance and inspection data are the minimum requirements. Those components that do not apply to that particular bridge do not affect compliance for that bridge. For example, a scour assessment is not necessary if the bridge is not over water; no posting documentation is necessary if calculated load capacities were sufficient; etc.

For another example, when reviewing a sample of 19 bridges at the Int-AL, 1 bridge file is missing a required scour assessment; a second is missing both the load rating calculations and the stream cross-sections for a scour critical bridge; and the remaining bridge files are complete. The compliance percentage would be calculated as 17/19, or 89.5%, yielding a substantial compliance determination for the metric.

Assessment levels: Most of the components of a bridge file should be in the same location; however, if there are items that are not included in the bridge file, the file should reference where the information is located. The bridge file can be electronic, hard-copy, or a combination of both, as determined by the State's policies. Bridge files, or parts thereof, might be located in district or region offices for agencies that have a de-centralized organizational structure. These files may be reviewed electronically, by requesting mailed copies, or by visiting the remote offices.

Background/ changes for PY 2018: Minor editorial corrections made, and clarification on channel cross sections and relevant maintenance data.

NBIS Reference: 23 CFR 650.313 (e) (1) – Bridges with fracture critical members (FCMs)

Criteria

- Bridges with FCMs have the following:
 - location of all FCMs identified
 - inspection frequency
 - inspection procedures
- FCMs are inspected according to those procedures.

Population: Bridges for the entire State with FCMs that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All sampled bridges with FCMs have documented inspection procedures.
- All sampled bridges with FCMs are inspected according to those procedures.

Substantial Compliance (SC): All of the following must be met for SC:

- All sampled bridges with FCMs have documented inspection procedures; the procedures may have minor or isolated deficiencies that do not adversely affect the effectiveness of the FCM inspections.
- All sampled bridges with FCMs are inspected according to those procedures.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer's knowledge and awareness of State's FCM inspection practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges to verify that sample FCM bridge files contain inspection procedures, and the FCM inspection report indicates the bridge was inspected according to those procedures.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: FCMs must be inspected according to the documented inspection procedures for the bridge, which should contribute to thorough inspections yielding accurate condition assessments.

Risk factors to consider for inspection procedures include, but are not limited to:

- fatigue and fracture prone details
- problematic materials
- poor welding techniques
- potential out-of-plane distortion details
- previous cracking or repairs
- source of prior cracking
- cold service temperatures
- load posted
- superstructure condition code of 4 or less
- subject to overloads or impact damage
- older service life
- removal of debris
- high ADTT (either ADTT>5,000 or State defined criteria)

Knowledge of the source of prior cracking, such as load induced, distortion induced, constraint induced (pop-in fracture), or fabrication flaws (hydrogen, weld defect, etc.), can determine proper inspection procedures. Load induced is typically the most predictable, whereas the others are less predictable (with more inherent risk). The lowest anticipated service temperature is an important factor in determining susceptibility to cracking.

Bridges posted because of a controlling FCM, which may include deterioration, also warrant special attention. In general, evaluate the appropriateness of the prescribed procedures for any identified risk factors.

The non-redundant nature of FCMs, especially when coupled with risk factors, leads to a heightened concern for the performance of these members. By identifying these conditions or risk factors, the inspectors of FCMs can appropriately prepare for, and perform, a thorough inspection. Accordingly, the reviewer should, for those bridges selected from this metric for field review, look for the presence of risk factors at each site and evaluate whether the FCM inspection procedures and the inspection reports adequately address them.

Compliance levels: *Minor or isolated deficiencies* with FCM inspection procedures are those that could be improved to make the inspection more efficient or effective, or relate to better documentation of the report or the procedures. For example, ultrasonic inspection methods might be listed, but it is unclear which members will receive UT. However, the identification of FCMs, frequency of inspection, and knowing the risk factors present are all critical items, and deficiencies in these are not considered minor.

Assessment levels: Documented inspection procedures are those procedures required in the NBIS for specific types of more complex inspections, in this case for FCMs, to address those items that need to be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, identifying and accounting for each fracture critical member, needed access, inspection equipment, risk factors present (as detailed above), inspection methods and frequencies, and the required qualifications of inspecting personnel.

The AASHTO MBE, Section 4, has general considerations regarding inspection plans. An owner may have general overall inspection procedures in their bridge inspection manual which address common aspects of FCM inspections; however, each bridge with FCMs must have written inspection procedures specific to that bridge which address items unique to that bridge, if any. The prior inspection report is valuable to review for previous inspection findings, but often does not serve the

same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into each report, often as an introductory section. This is an acceptable practice.

At the Min-AL for Metric 16, any State bridge-specific FCM procedures need not be assessed during the field reviews of any bridges under Metric 12 that may include FCMs. If an issue is found regarding a bridge-specific FCM inspection procedure for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 16. Consider reviewing Metric 16 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 16, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 16.

For file review sampled bridges, evaluate the FCM inspection procedures for compatibility with the inspection reports and the bridge plans.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

Background/ changes for PY 2018: *Clarifications to field review selection and other clarifications were made.*

NBIS Reference: 23 CFR 650.313 (e)(2) – Bridges requiring underwater (UW) inspections

Criteria	<ul style="list-style-type: none"> • Bridges requiring UW inspection have the following: <ul style="list-style-type: none"> ○ location of all UW inspection elements identified ○ inspection frequency ○ inspection procedures • UW elements are inspected according to those procedures.
	<p>Population: Bridges for the entire State requiring underwater inspection that are open to traffic.</p>
Compliance Levels	<p>Compliance (C): All of the following must be met for C:</p> <ul style="list-style-type: none"> • All sampled bridges requiring UW inspection have documented inspection procedures. • All sampled bridges requiring UW inspections are inspected according to those procedures. <p>Substantial Compliance (SC): All of the following must be met for SC:</p> <ul style="list-style-type: none"> • At least 90% of sampled bridges requiring UW inspections have documented inspection procedures; procedures may have minor or isolated deficiencies, but the deficiencies do not adversely affect the effectiveness of the UW inspections. • At least 90% of sampled bridges requiring UW inspections are inspected according to those procedures. <p>Non-Compliance (NC): One or more SC criteria not met.</p> <p>Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).</p>
Assessment Levels (AL)	<p>Minimum Assessment (Min-AL): Perform all of the following:</p> <ul style="list-style-type: none"> • Monitor PCA if in effect. • Assess based on previous review results and the reviewer’s knowledge and awareness of State’s UW inspection practices. <p>Intermediate Assessment (Int-AL): In addition to the Min-AL:</p> <ul style="list-style-type: none"> • Randomly sample bridges to verify that files contain UW inspection procedures, and the UW inspection report shows that the bridge was inspected according to those procedures. • Include some bridges from this metric’s random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed. <p>In-Depth Assessment (InD-AL): Perform one of the following:</p> <ul style="list-style-type: none"> • Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines. • National InD-AL – Conduct in accordance with national direction and guidelines.

General: UW inspection must be performed according to the documented inspection procedures for the bridge, which should contribute to thorough inspections yielding accurate condition assessments.

Documented UW inspection procedures are those procedures required in the NBIS for specific types of more complex inspections, in this case for underwater elements, to address those items that must be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, taking into account identified underwater elements, physical scour countermeasures, needed access, inspection equipment, structural details, hydraulic features and characteristics, risk factors (as detailed below), inspection methods and frequencies, and the required qualifications of inspecting personnel.

Other items that may be addressed, if applicable, are: special contracting procedures prior to inspection (Coast Guard, etc.) and scheduling considerations (lake draw down, canal dry time, etc.). The AASHTO MBE, Section 4, gives general considerations regarding inspection plans.

An owner may have general overall inspection procedures in the bridge inspection manual that address common aspects of underwater inspections; however, each bridge with elements requiring underwater inspection must have written inspection procedures specific to each bridge that address items unique to that bridge. The prior inspection report is valuable to review for previous inspection findings, but most often does not serve the same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into the report, often as an introductory section. This is an acceptable practice.

This metric considers the risks of bridges which cross over waterways. The development of good inspection procedures and concerted attention to follow those procedures will mitigate most of those risks. In addition, the risk of scour for scour critical bridges or bridges with unknown foundations is mitigated by development and implementation of a scour plan of action (POA) for each bridge.

Compliance levels: Specific risk factors include waterway features that may promote scour and undermining of substructure elements, such as, but not limited to:

- rapid stream flows
- significant debris accumulation
- constricted waterway openings
- soft or unstable streambeds
- meandering channels

Water conditions that may affect the inspection, such as black water or rapid stream flows, should be identified and accounted for in the inspection methods. The procedures should identify water environment and structural systems or materials that may accelerate deterioration of the bridge elements. These factors include highly corrosive water, unprotected steel members, timber piling in the presence of teredos or limnoria, etc. By identifying these conditions, the underwater inspectors can appropriately prepare for and perform a thorough inspection.

For bridges sampled for field and/or file review, look for any evidence of risk factors or unique circumstances or conditions at each site by reviewing the inspection report, plans, etc., and comparing them with the inspection procedures. The field review should verify underwater inspection access requirements, if possible.

Assessment levels: At the Min-AL for Metric 17, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges requiring underwater inspections. If a specific underwater inspection procedure issue is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 17, and consider reviewing Metric 17 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 17, for bridges selected by the sampling tool for both field and file review, any field findings should be applied directly to the compliance determination for Metric 17.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is in part repeated here. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews, if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (e), (e3) Bridges that are scour critical

Criteria

- Bridges over water have a documented evaluation of scour vulnerability.
- Bridges that are scour critical have a scour plan of action (POA) prepared to monitor known and potential deficiencies and to address scour critical findings.
- Bridges that are scour critical are monitored in accordance with the POA.

Population: Bridges for the entire State that are over water and open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All bridges over water have a scour evaluation as indicated by NBI scour coding.
- All sampled bridges have a documented scour evaluation assessing scour vulnerability.
- All sampled bridges that are scour critical or with unknown foundations have a scour POA.
- All sampled bridges subject to a triggering event are monitored in accordance with the POA.

Substantial Compliance (SC): All of the following must be met for SC:

- All bridges over water have a scour evaluation as indicated by NBI scour coding.
- All sampled bridges over water have a documented scour evaluation assessing scour vulnerability, but some evaluations may have minor or isolated deficiencies that do not adversely affect the assessment.
- All sampled bridges that are scour critical or with unknown foundations have a POA, but some may have minor or isolated deficiencies that do not adversely affect the POA effectiveness.
- All sampled scour critical bridges subject to a triggering event are monitored in accordance with the POA, but minor deficiencies in documentation of monitoring may exist.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Review MAR18 Summary and resolve previously identified unevaluated bridges.
- Assess based on previous review results, the status of any new compliance deficiencies, and from the reviewer's knowledge and awareness of the State's processes and practices.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridges to review files to verify that scour evaluations are documented, consistent with bridge conditions, and properly assess scour vulnerability.
- From the random sample, verify that POAs are developed and documented for those that are scour critical or have unknown foundations.
- Include some bridges from this metric's random sample in the Metric 12 and 22 field review sample, to verify validity of scour evaluations.
- If a triggering event has occurred to a sampled bridge during the 2-year period prior to the year of assessment, review file and conduct interviews as necessary to verify that monitoring was executed in accordance with POA.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

Population: Metric 18 criteria:

Criteria for bridges requiring scour evaluation:

- Item 42B = 5, 6, 7, 8, 9 (all bridges over waterways) or
- Item 113 < or > N

Criteria for bridges requiring a scour POA:

- Item 113 < 4 (scour critical bridges) or
- Item 113 = U (bridges over water with unknown foundations)

Compliance levels: POA *deficiencies* leading to a SC determination could be either lack of adequate documentation or ineffective monitoring. Lack of documentation could include inadequate or outdated information for emergency contacts, scour information, etc.

A documented scour evaluation should be a report with calculations, a documented assessment, or documented screening process explaining how the Item 113 value was determined. This evaluation should be available for every bridge over water.

Ineffective monitoring could involve situations where monitoring thresholds are poorly chosen or not clearly identified, or there was some confusion on what to monitor for or in what priority.

SC instances represent minor or isolated situations. POAs with major or significant shortcomings that render them useless for mitigating scour risks are NC findings.

Assessment levels: *Previously identified unevaluated bridges* in the MAR are those which have been coded as 6/ T/ null in Item 113 – Scour Critical Bridges. The resolution of these items at the Min-AL is to verify that those bridges have been evaluated for scour.

At the Min-AL for Metric 18, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges that are scour critical and require a POA. If a specific issue related to Metric 18 is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness of compliance toward Metric 18, and consider reviewing Metric 18 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 18, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 18.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

At the Int-AL, the field review of the sampled bridges should verify scour vulnerability coding compared to actual conditions, in addition to the other aspects of field review conducted under Metric 12 and 22. Also, for bridges requiring a scour POA, evaluate conditions on site to determine compatibility to the actions required in the plan. If a scour 'triggering event' has occurred within the

2-year period prior to the year of assessment (2 full calendar years prior), then determine if the POA was followed through record review, and through interview if the records are inconclusive.

Metric Assessment Report (MAR): The MAR includes all bridges over waterways for the metric population, based on the most recent and previous April NBI submissions.

The MAR has a summary tab and a data tab. The data tab shows the status of each bridge based on NBI Item 113 in the most recent and the previous year's NBI submissions. It also indicates whether a POA is required (if the bridge is scour critical or has an unknown foundation).

For all assessment levels, the status of all bridges listed as *not evaluated* (NBI Item 113 code = '6' or blank), identified as red items, must be resolved. The data tab provides columns for overriding the result and for providing comments or explanations based on the review.

For newly constructed or acquired bridges, a scour evaluation may be completed up to 1 year after acquisition.

Background/ changes for PY 2018: *The population for this metric now applies to all bridges over water when assessing completion of scour evaluations. Previous assessment at the Int-AL only applied to bridges evaluated as scour critical, not yet evaluated, or having unknown foundations. The Min-AL no longer requires verification of POAs for scour critical bridges.*

NBIS Reference: 23 CFR 650.313 (f) – Complex bridges

Criteria

- Complex bridges have the following identified:
 - specialized inspection procedures
 - additional inspector experience and training
- Complex bridges are inspected according to the procedures.

Population: Bridges for the entire State that are complex bridge types that are open to traffic.

Compliance Levels

Compliance (C): All of the following must be met for C:

- All sampled complex bridges have specialized documented inspection procedures, and have any required additional inspector training and experience identified.
- All sampled complex bridges are inspected according to the specialized procedures, and inspectors of those bridges have the identified additional training and experience.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of sampled complex bridges have specialized documented inspection procedures, and have any required additional inspector training and experience identified.
- At least 90% of sampled complex bridges are inspected according to the specialized procedures, and inspectors have the identified additional training and experience.

Non-Compliance (NC): One or more SC criteria not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer’s knowledge and awareness of complex bridge inspection procedures.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Randomly sample bridge files to verify that bridges have documented specialized inspection procedures, and that any additional inspector training and experience has been identified and met.
- Review sample bridge reports to verify that documented procedures were followed.
- Include some bridges from this metric’s random sample in the Metric 12 and 22 field review sample, to verify documented procedures were followed.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: *Complex features* found in complex bridges include, but are not limited to:

- suspension cables
- stay cables
- anchorages of cables and post-tensioning
- electrical systems
- mechanical systems
- operational systems and controls
- other unusual characteristics which may include:
 - floating bridge components
 - materials with known problems
 - special seismic features

Features may be considered complex due to design, constructability, and/or inspectability issues.

Complex bridges must be inspected according to the written inspection procedures for the bridge and by inspectors with the additional training and experience specified. This should result in thorough inspections yielding accurate condition assessments.

Specific risk factors include, but are not limited to:

- complex structural response
- difficult to access
- specialized inspection equipment needs
- high ADT & ADTT
- low redundancy
- history of past problems

By identifying these conditions or risk factors in the inspection procedures, the complex bridge inspectors can appropriately prepare for and perform a thorough inspection.

Population: Complex bridges are defined in the NBIS as movable, suspension, cable stayed, and other bridges with unusual characteristics. Criteria for Metric 19:

- Item 43B = 13, 14, 15, 16, or 17

States have the flexibility to define additional bridges considered complex because of unusual characteristics. If additional bridge types are considered complex, include them in the population.

Compliance levels: Acceptable *specialized documented inspection procedures* are required in the NBIS for specific types of more complex inspections, including for complex bridges. Such procedures address items that must be communicated to the inspection team leader to ensure a successful inspection. These inspections must be planned and prepared for, taking into account identified complex features (detailed above), risk factors (detailed above), inspection methods and frequencies, and the required qualifications of inspecting personnel. The AASHTO MBE, Section 4, discusses general considerations regarding inspection plans.

An owner may include general inspection procedures in the bridge inspection manual that address common aspects of inspecting particular features; however, each complex bridge with unique elements requiring special inspection must have specific written inspection procedures. These procedures must identify which features have unusual characteristics and detail how to inspect them. The prior inspection report is valuable to review for previous inspection findings, but most often does not serve the same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. However, the required procedures may be incorporated into the report, often as an introductory section. This is an acceptable practice.

Assessment levels: At the Min-AL for Metric 19, any State bridge-specific procedures need not be assessed during the field reviews of any bridges under Metric 12, which may include bridges requiring underwater inspections. If a specific issue related to Metric 19 is found for bridges field reviewed under Metric 12, it should add to the reviewer's knowledge and awareness toward Metric 19, and consider reviewing M19 at the Int-AL in the current or following review year, to further assess the extent of the issue. Discuss particular findings with the State and document them in the FSM.

Conversely, at the Int-AL for Metric 19, for bridges selected for both field and file review, any field findings should be applied directly to the compliance determination for Metric 19.

At the Int-AL, the process for determining the number and selection of sample bridges from this metric for inclusion in the field review for Metrics 12 and 22 is covered in Metric 12, and is repeated here in part. The Sampling Tool will automatically select a target number of bridges from this metric for the Metrics 12 and 22 field reviews if available in the selected geographic area (see [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection). If fewer bridges than the target are available, the reviewer is not expected to go outside of the geographic area to review additional bridges.

For file reviews, evaluate the inspection procedures for compatibility with the inspection reports and the bridge plans.

The field reviews should verify the complex bridge designation, in addition to the other aspects of field review conducted under Metric 12 and 22.

For those bridges selected from this metric for field review, the reviewer should look for any evidence of risk factors or unique circumstances or conditions at each site. Then evaluate whether the inspection procedures and inspection reports adequately address them.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (g) – QC/QA**Criteria**

- Systematic quality control (QC) and quality assurance (QA) procedures are used to maintain a high degree of accuracy and consistency in the inspection program.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Population: None (or as determined to be appropriate by the reviewer).

Compliance Levels

Compliance (C): All of the following must be met for C:

- QC/QA procedures are established, documented, implemented, and effective.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Substantial Compliance (SC): All of the following must be met for SC:

- QC/QA procedures are established, implemented, and effective, but minor aspects of the procedures are not documented or are not being performed.
- QC/QA procedures include periodic field review of inspection teams, periodic refresher training requirements, and independent review of inspection reports and computations.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Assess based on previous review results and the reviewer's knowledge and awareness of QC/QA procedures.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Review written procedures to verify that the key components of the QC/QA procedures meet the requirements of the NBIS.
- Verify that a process exists to document the bridges that have received QC or QA.
- Review documentation of QA reviews for number of reviews, types of reviews and findings; verify that any measurable review requirements have been achieved.
- Assess whether the procedures are effective in improving program accuracy and consistency, by determining if actions resulting from the QA findings are being taken.
- Perform interviews of personnel responsible for QC and/or QA reviews to determine or verify procedures are used.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: This metric evaluates if the QC/QA process meets the intent of the NBIS, verifies that the reviews are performed, and ensures that review results are used to maintain a high degree of accuracy and consistency in the inspection program.

FHWA's recommended QC/QA framework can be found at <http://www.fhwa.dot.gov/bridge/nbis/nbisframework.cfm>.

Criteria: *Computations* include but are not limited to load rating and scour evaluation calculations. *Review of Inspection Reports* should also include review of the NBI data associated with the inspection.

Population: A population was not defined for this metric. There are many different methods and requirements by which Agencies perform QC/QA review of inspections, load ratings, NBI data, and other computations.

However, if the established QC/QA process lends itself to random sampling, the reviewer may use the NBIP assessment sampling criteria to review the various aspects of QC/QA process.

Compliance levels: *Implemented QC/QA* procedures infers that the procedures are enacted and used.

When evaluating this metric, consider if repetitive errors are found during the review of Metrics 12, 13, 18, and 22, as this may be an indication that the QC/QA procedures are ineffective.

If minor aspects of the QC/QA process are not being performed, but the overall effectiveness is not impacted, this would be considered SC. An example of *minor aspects* would be cases where a QC/QA check was performed, but documentation of the check is missing.

Assessment levels: The Min-AL is based upon the reviewer's knowledge and awareness the agencies QC/QA program and if the procedures are being followed.

Key components include periodic field review of inspection teams, periodic bridge inspection refresher training for program managers and team leaders, and independent review of inspection reports, NBI data, and computations.

At the Int-AL, review documented procedures for performing QC/QA of inspections, NBI data, and calculations to verify that the procedures include all NBIS required components.

Verify that established criterion exists for refresher training as part of this metric. Evaluate adherence to the established criteria by the program manager and team leaders as part of Metrics 2 and 3, respectively.

The QC/QA procedures should include a process to document and confirm that QC/QA procedures are being followed.

Verify that the information from the QC/QA process is used to maintain a high degree of accuracy and consistency in the inspection program. For example, if the review process finds a common coding error on several QA reviews, verify that the corrective action is disseminated (quarterly meetings, refresher training, memos, etc.) to all inspection teams.

In addition to the QC/QA of owner's activities, verify that the procedures address the QC/QA of consultants and/or other agencies that perform inspections or calculations.

Interview personnel responsible for QC and/or QA to determine their level of understanding of the QC/QA process and if it is effective at maintaining a high degree of accuracy and consistency in the inspection program. At a minimum, one person should be interviewed, but this number can vary based upon the size of the program.

Background/ changes for PY 2018: *No substantial changes were made to this metric. Minor clarifications and editorial corrections were made.*

NBIS Reference: 23 CFR 650.313 (h) – Follow-up on critical findings

Criteria

- A procedure is established to assure that critical findings, as defined in 650.305, are addressed in a timely manner.
- FHWA is periodically notified of the actions taken to resolve or monitor critical findings.

Population: All bridges identified by State criteria as having an active critical finding at the time of the last assessment, and any critical findings identified since the last assessment.

Compliance Levels

Compliance (C): All of the following must be met for C:

- A documented procedure has been established and implemented to assure critical findings are addressed in a timely manner.
- All critical findings are addressed and documented in accordance with the procedure.
- The period for notifying the FHWA of actions taken is established and followed.

Substantial Compliance (SC): All of the following must be met for SC:

- A documented State procedure has been established and implemented to assure critical findings are addressed, but timeframes for addressing critical findings are not clearly defined.
- All critical findings are addressed in accordance with the procedure; isolated instances exist where documentation of actions taken is incomplete.
- The period for FHWA notification of actions taken is established; FHWA was notified of critical findings in all but a few isolated instances, and was notified within the established period in all but a few isolated instances.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Monitor the periodic notifications to confirm that critical findings are being addressed.
- Verify the status of any critical findings during field reviews of bridges for Metrics 12 and 22.
- Assess based on previous review results and the reviewer’s knowledge and awareness of the State’s process for addressing critical findings.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Verify that the established critical finding procedure meets the requirements of the NBIS.
- Randomly sample bridges and review the bridge files to ensure that actions taken and documentation were in accordance with the established procedure, and that proper notifications of critical findings were provided.
- Include some bridges from this metric’s random sample in the Metric 12 and 22 field review sample, to verify that findings were addressed according to procedures.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

Population: The bridges identified for the Metric 21 population are taken from the State's periodic reporting of critical findings to FHWA. This reporting includes critical findings that occurred on bridges owned by State, local, and other agencies.

Identify the reported bridges in the Sampling Tool to create a population for Metric 21 prior to developing the field review sites. Additionally, when the NBI data is loaded into the Tool, include in the Metric 21 population bridges with a condition rating for Items 59-60 or 62 that are less than or equal to 2 (Critical).

Active critical findings are those in which the owner has not taken or completed action to address public safety including closure, repair, or replacement of the bridge.

Compliance levels: *Timely* for this metric is established in the State's procedure for addressing critical findings.

Addressed means that the owner has taken actions to protect public safety including closure, repair or replacement of the bridge.

The critical finding procedure must identify the permissible timeframe from when a critical finding is identified to when the structural or safety concern is addressed. If the procedure does not identify timeframes for addressing critical findings, this should be considered SC.

At the Substantial Compliance level, there may be isolated instances where the critical finding has been properly addressed but the actions taken are not documented. This may include missing documentation for completed work or failure to close out the critical finding after work is completed.

The maximum suggested interval for periodic *FHWA notification* is 3 months.

In an isolated instance where a critical finding was not reported to the FHWA pursuant to the policy, this is considered SC.

Assessment levels: At both the Min and Int-AL, the Sampling Tool will automatically select a target number of bridges with CFs in the sample for Metrics 12 and 22 field reviews if they exist in the selected geographic area. See [selection criteria](#) on the [NBIP SharePoint site](#) for field bridge selection. If fewer than the target number are available, the reviewer is not expected to go outside of the geographic area to review additional bridges. At both assessment levels, verify the status of any additional bridges with CFs that may also have been selected in the field review sample.

Verify the status of the critical finding to identify whether the actions proposed for the critical finding have been completed such as closure, repair, or replacement of the bridge.

At the Min-AL, monitor the periodic notifications from the State to verify that critical findings are addressed. Verify throughout the year when the notification is received. If a critical finding is not being addressed in timely manner, work to address the critical finding and consider reviewing this metric at the Int-AL in the current or following review year, to further assess the extent of the issue.

At the Int-AL, review files to check that critical findings have adequate *documentation* to track the status of the actions proposed and whether they were completed. If a bridge in the random sample is included based only on having a condition rating ≤ 2 , determine whether the bridge should have qualified under the State criteria as a critical finding. If so, notification should have been provided to FHWA and the reviewer should determine if this is an isolated occurrence or an indication of a more widespread issue.

When performing the review for this metric, consider how critical findings are monitored for bridges owned by local agencies.

If a critical finding for a bridge does not meet the intent of the NBIS regulation, it can be removed from the population.

Background for PY 2018: *This metric has been revised to include a check for critical findings that may have not been reported to FHWA, and also to perform field visits of critical finding bridges selected by the sampling tool.*

NBIS Reference: 23 CFR 650.315 (a) – Prepare and maintain an inventory

Criteria

- An inventory of all bridges subject to the NBIS is prepared and maintained.
- Data collected is in accordance with that required for the Structure Inventory and Appraisal (SI&A) sheet.
- Data is recorded according to FHWA procedures and available for collection by FHWA as requested.

Population: Bridges for the entire State or selected geographic/owner subset that are open to traffic, and have been inspected since January 1 of the previous calendar year.

Compliance Levels

Compliance (C): All of the following must be met for C:

- At least 95% of the sampled bridge inventory items reviewed are within the acceptable tolerances.
- FHWA data checks did not identify any bridges with data errors.

Substantial Compliance (SC): All of the following must be met for SC:

- At least 90% of the sampled bridge inventory items reviewed are within the acceptable tolerances.
- No errors are identified in the Persistent Error Report, all other errors identified in the other FHWA Data Checks are resolved within 90 days.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Perform field reviews for a LOC of 80%, MOE of 15% sample of bridges or greater to verify NBI SI&A items with information in the bridge file and actual field conditions for the SI&A items identified on the Field Review Form. Resolve the safety related checks and persistent error reports generated during the NBI submittal process.
- Note NBI data errors found during review of other metrics when resolving MARs and other data, for knowledge and awareness.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Verify NBI SI&A items with information in the bridge file and actual field conditions for an additional SI&A item group available when generating the Field Review Form, selected based on the reviewer's knowledge and awareness of the program.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with national direction and guidelines.

General: Metric 22 assesses the quality of NBI data and should be assessed along with the Metric 12 field reviews. Review and compare the data to the actual site conditions observed by the reviewer during the field reviews. Metric 12 in part focuses on the four main condition codes and supporting narrative resulting from the inspection (intentionally excluded from this metric), whereas this metric assesses other NBI data items associated with the bridge record.

All the NBI data should be as accurate as possible, so even if a small number of errors are found, they can be corrected.

Acceptable Tolerance is the allowable variance for an NBI item as identified in the NBIP Field Review Form. These tolerances were developed for the NBIP assessment process based upon safety, access limitations, and time constraints during the field review and must be used to assess compliance.

FHWA Data Checks are processed during the annual NBI submittal and sent to the Division and State by the National Bridge and Tunnel Inventory Engineer in the Office of Bridge Technology. *FHWA Data Checks** are as follows:

1. *National Bridge Inventory File Check* – Report generated by FHWA to identify errors when NBI data is submitted.
2. *Safety Related Checks* related to bridge closure – Report generated by FHWA to identify safety related issues. Report criteria:
 - a. Item 64 < 2.7 metric tons; item 41 = A, B, P, or R; and item 103 is blank; and
 - b. Any bridge with item 59 and/or item 60 coded < 2; item 41 = A, B, D, P, or R; and item 103 is blank.
3. *Persistent Error Report* – Report generated by FHWA to check for repeat errors over a 3-year period.

* Some identified errors in these reports are situations which are not covered in the current Coding Guide (for example, side hill viaducts), or are bridges with low operating ratings values in which the force effects of all State legal and routine permits are less than the calculated rating. Do not count such instances as data errors. If this situation occurs, document the reason for each bridge; this will also help in future year's reviews.

The *Safety Related Checks* related to physical posting (Item 64 between 2.7 and 19.9 mT or Item 41 = 'B') are assessed under Metric 14.

If necessary, update the NBI data for the subsequent annual NBI submittal.

Population: The number and selection of the field review bridges is based on a statistical random sample, consistent with other metrics. The sample is based on criteria built into the Sampling Tool to ensure selection of bridges with diverse conditions, and other characteristics. Please refer to Metric 12 commentary for a full explanation for field review bridge selection. Some is repeated here for emphasis.

Reviewing a geographic subset can reduce the amount of travel required, but all subsets for the entire State must be covered in the 5-year review cycle. The plan for review by subsets must be documented each year under extent of review in the FSM.

Geographic subsets should include all owning agencies within that subset. Rotation of subsets around the State in less than 5 years may be advantageous, allowing flexibility to focus the remaining

year(s) of the cycle on reassessment of certain areas or a statewide sample to gain an overall perspective.

If an issue of non-compliance is found in one geographic region or other subset, apply the issue to the State compliance determination, and implement an appropriate PCA. If in the following year a review is done in a different region yielding no issues, but the PCA for the previous year is not yet complete, the State is still considered to be in conditional compliance until the PCA is complete and no other compliance issues have been found.

As with other metrics, when a PCA is complete, an Int-AL review should be completed, either on the same region that had the compliance issue, for the entire State, or for some other geographic region, as long as the original region with the issue is included in the current region.

Compliance levels: When calculating the percentage of items which are within tolerance as identified in the NBIP Field Review Form, divide the total number of items properly coded by total number of items reviewed.

The following example is for a minimum level field review on 20 bridges, 15 items per bridge, of which 5 bridges are on the NHS:

NHS Bridges

15 items per bridge x 5 bridges = 75 items

Non-NHS Bridges

13 items per bridge x 15 bridges = 195 items

Percentage of items within tolerance

Total items reviewed = 75 + 195 = 270 items

10 items exceeded allowable tolerances

270 total items - 10 items exceeding tolerance = 260 item coded within tolerance

$260/270 * 100 = 96\%$ coded within tolerance

In this example, if the items exceeding the allowable tolerance were isolated instances and these items were corrected, this would be considered C. If any of the miscoded items is a systematic problem that obviously occurs beyond the field reviewed bridges, such as when one data item is incorrect for most or all 20 bridges, correct the underlying issue and the data for all bridges before a determination of C can be assigned. Until all the items are correct, the appropriate compliance determination is SC.

Data errors found during review of the other metrics represent the quality of the NBI data. When a significant number of data errors are found, for example in resolving the MARs, these errors are not a direct compliance issue for Metric 22, but consider review of such items under an Int-AL in the current or following year.

Assessment levels: The NBIP Field Review Checklist identifies which items must be reviewed at the Min-AL for each field reviewed bridge. Each year the items will be rotated, and the current items will be on the most recent NBIP Field Review Checklist on SharePoint.

At the Int-AL, in addition to the items identified at the Min-AL, review items from an additional SI&A Item category as identified on the NBIP Field Review Checklist.

During the field review of each bridge, verify that the NBI data reported to FHWA is properly coded and reflects conditions in the field. If an item cannot be verified in the field, compare NBI data with available information in the bridge inspection reports, plans, and other records. An example of an item that may be difficult to verify in the field is *Year Built*.

Regardless of the assessment level, review the *Persistent Error Report* generated during the NBI submittal process. Errors in this report must be resolved within 30 Days of receipt of the NBI data acceptance from FHWA HQ.

Background/ changes for PY 2018: Revised this metric to make the selection of field bridges based on a random sample, to be more consistent with other metrics. Data items to be reviewed will now be rotated each year.

NBIS Reference: 23 CFR 650.315 (a), (b), (c) & (d) – Updating data in the inventory

Criteria

- Structure Inventory and Appraisal (SI&A) data is submitted to the FHWA NBI as requested using FHWA established procedures.
- SI&A data is entered in the State’s inventory within 90 days of the date for State owned bridges and within 180 days of the date for all other bridges for the following events:
 - routine, in-depth, fracture critical member, underwater, damage and special inspections
 - existing bridge modifications that alter previously recorded data and for new bridges
 - load restriction or closure status

Population: Bridges in the entire State.

Compliance Levels

Compliance (C): All of the following must be met for C:

- SI&A data is submitted to the FHWA NBI by the requested date with no errors preventing FHWA acceptance of the data.
- State has a process to verify SI&A data is updated in the State inventory within 90/180 days.
- SI&A data reviewed is updated in the State inventory within 90/180 days after inspection, modification, or change in load restriction.

Substantial Compliance (SC): All of the following must be met for SC:

- SI&A data is submitted to the FHWA NBI within 10 work days of the requested date; errors preventing acceptance are resolved within 15 work days after notification by FHWA.
- State does not have a process to verify SI&A data is updated in the State inventory within 90/180 days.
- At least 90% of SI&A data reviewed is updated in the State inventory within 90/180 days.

Non-Compliance (NC): One or more SC criteria are not met.

Conditional Compliance (CC): Adhering to FHWA approved plan of corrective action (PCA).

Assessment Levels (AL)

Minimum Assessment (Min-AL): Perform all of the following:

- Monitor PCA if in effect.
- Verify SI&A data was submitted to the FHWA NBI and verify any issues identified were resolved in the specified timeframe.
- Assess based on previous review results and reviewer’s knowledge and awareness of State’s program.

Intermediate Assessment (Int-AL): In addition to the Min-AL:

- Assess how State is able to determine if bridge SI&A data is updated in the 90/180 day timeframes through interview or review of procedures.
- Randomly sample bridges using Int-AL criteria to verify bridge SI&A data is updated in the 90/180 day timeframes.

In-Depth Assessment (InD-AL): Perform one of the following:

- Division InD-AL – In addition to the Int-AL, develop guidelines for review, with concurrence from BSE, and conduct in accordance with guidelines.
- National InD-AL – Conduct in accordance with established national direction and guidelines.

General: The 90/180 day requirement for updating SI&A data refers to data entered into the State inventory. Updated SI&A data should be available in a central location for submittal to FHWA upon request. The 90/180 day timeframe starts at the completion of the specific activity (inspection, load rating, etc.). Local agencies must submit the SI&A data changes to the State within 180 days of the completion of the activity.

Population: To refine the scope of review of the updates to the NBI, review bridges for the entire State that are open to traffic, and have been inspected since January 1 of the previous calendar year, for all inspection types, bridge modification types, and capacity status.

Compliance levels: If SI&A data is submitted to the FHWA NBI beyond the requested date but within 10 work days of the requested date, this is considered SC. Further, if errors in the data prevent FHWA from accepting that data, but those errors are resolved within 15 work days after FHWA notifies the State of those errors, this is also considered SC. Track the submittal and re-submittal dates from the State to determine if this timeline is met.

If bridge records or State policy/procedures do not have a process to verify that SI&A data is updated in the State inventory within 90/180 days, notify the PM of the finding in writing, and assess the metric as SC.

At the Int-AL, for the random sample, the metric is assessed on a 'per bridge' basis. If all SI&A data for the bridge is updated in the 90/180 day timeframes, then the bridge is a positive data point toward compliance. Conversely, if one or more SI&A data items for the bridge are not updated in the 90/180 day timeframes, then the bridge is a negative data point.

Assessment levels: As identified in the Annual Call for Update of the National Bridge Inventory memorandum, a State should run the error check on UPACS and address any errors prior to submittal of the data. Alternatively, an internet version of this error check, *NBI Submittal File Check*, is available on FHWA's Website at <http://www.fhwa.dot.gov/bridge/nbi.htm>.

If an unusual circumstance arises and the State requests a time extension beyond the identified submittal date, the Division must coordinate with the NBI Engineer in the FHWA Office of Bridges and Structures to determine if a time extension is acceptable and to establish a revised submittal date.

Compliance with the 90/180 day timeframes – at the Int-AL, *assess how State is able to determine if bridge SI&A data is updated in the 90/180 day timeframes* by determining if the State has the ability to verify that data is being updated into the State inventory within 90/180 days of inspection, modification, or changes in load restrictions. Verify this by interviewing the person responsible for managing the data or reviewing the relevant procedures.

Background/ changes for PY 2018: *This metric has been updated to assess whether the SI&A data is submitted to the FHWA NBI in a timely manner through a random sample, instead of assessing the data from those bridges found as overdue in the frequency metrics.*

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-59
REQUESTED BY: COUNCILMAN SMITH
SPONSORED BY: COUNCIL PRESIDENT KILBANE

AN ORDINANCE AMENDING SECTIONS 563.01, 563.02(f), 563.03 AND 563.04 OF CHAPTER 563 ENTITLED “FAIR HOUSING CODE” OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK AND DECLARING AN EMERGENCY

WHEREAS, it is the right of all citizens to equal and fair housing opportunities and that discrimination occurring based on protected classes violates the personal dignity of individuals and perpetuates unfair housing practices and are punishable by law; and

WHEREAS, through Ordinance 02-57, Council enacted Chapter 563 prohibiting housing discrimination because of race, color, religion, gender, handicapping condition, age, familial status or national origin

WHEREAS, in addition to the foregoing, Council desires to protect and safeguard the rights and opportunities of all persons to be free from discrimination based on sexual orientation and gender identity or expression also;

WHEREAS, Council finds that residents obtain substantial social and professional benefits from living in a community where fair housing principles are established; and

WHEREAS, in addition to nondiscrimination protections are already afforded under state and federal law to protect against discrimination Council aims to ensure that all persons who work in, live in, or visit the City of Fairview Park have equal access to employment, housing, and public accommodations.

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

SECTION 1. That the Sections 563.01, 563.02(f), 563.03 and 563.04 of Chapter 563, “Chapter 563 entitled, “Fair Housing Code” of the Codified Ordinances of the City of Fairview Park, is amended as follows:

563.01 PURPOSE

It is the intent of the City to assure that all persons regardless of race, color, religion, sex, gender identity or expression, or sexual orientation, ~~ereed~~, national origin, ancestry, handicap, age or familial status be treated equally in all respects throughout the City. One of the major, though not only, intentions of the City is to provide for equal and fair housing opportunities for all current and prospective residents of the City, thereby increasing the cultural diversity of the City and providing a rich and varied community for its citizens. It is the further intention of the City to assure compliance and aid in the enforcement of all State, Federal and constitutional requirements for ~~the full equality of all races, genders and ereed~~ as mandated by law.

563.02 DEFINITIONS

The following terms shall have the meanings as set forth herein:

- (a) “Dwelling” means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (b) “Family” includes a single individual.
- (c) “Financial institution” means any bank, credit union, insurance company, or savings and loan association or other entity or organization that makes or purchases loans or provides other financial assistance that operates or has a place of business in the City.
- (d) “Person” includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts or unincorporated organizations.
- (e) “To rent” includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.
- (f) “Discrimination housing practice” means an act that is unlawful under any State or Federal statute regulation, executive order or directive regarding equal access to housing, financing, listing opportunities or any other practices impeding the equal accessibility of housing to all persons regardless of race, **color, religion, sex, gender identity or expression or sexual orientation**, national origin, ancestry, handicap, **age** or familial status.

563.03 DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING.

No person shall engage in the following practices regarding any property of whatever kind within the City:

- (a) To refuse to sell or rent after the making of a bone fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.
- (b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.
- (c) To make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, **sex, gender identity or expression or sexual orientation**, handicapping condition, age, familial

status, or national origin, or an intention to make any such preference, limitation or discrimination.

- (d) To represent to any person because of race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- (e) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin.

563.04 DISCRIMINATION IN THE FINANCING OF HOUSING.

- (a) No financial institution shall deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of race, color, religion, **sex**, gender **identity or expression or sexual orientation**, handicapping condition, age, familial status, or national origin of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given.

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

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:

APPROVED:

1st reading: 11.18.19

2nd reading:

3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-60
REQUESTED BY: COUNCILMAN SMITH
SPONSORED BY: COUNCIL PRESIDENT KILBANE

AN ORDINANCE AMENDING SECTION 541.12 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD PROHIBITION OF INTIMIDATION ON THE BASIS OF SEX, GENDER IDENTITY OR EXPRESSION, OR SEXUAL ORIENTATION

WHEREAS, it is the right of all citizens to live free from fear and discrimination occurring based on protected classes and violations and are punishable by law; and

WHEREAS, Fairview Park Codified Ordinances Section 541.12 prohibits ethnic intimidation on the basis of reason of the race, color, religion or national origin of another person or group of persons; and

WHEREAS, in addition to the foregoing, Council desires to protect and safeguard the rights and opportunities of all persons to be free from discrimination based on sexual orientation and gender identity or expression also.

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

SECTION 1. Section 541.12, "Ethnic Intimidation," of Chapter 541, "Property Offenses," of the Codified Ordinances of the City of Fairview Park," is amended as follows:

"541.12 ~~ETHNIC~~ INTIMIDATION.

(a) No person shall violate Ohio R.C. 2903.21, 2903.22, 2909.06, 2909.07 or 2917.21(A)(3) to (5) or applicable sections of the General Offenses Code by reason of the race, color, religion, ~~or~~ national origin, **sex, gender identity or expression, or sexual orientation** of another person or group of persons.

(b) **In a prosecution under this section, the offenders' motive, reason or purpose may be shown by the offender's temporally related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.**

(c) Whoever violates this section is guilty of ~~ethnic~~-intimidation. ~~Ethnic~~-Intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ~~ethnic~~-intimidation.

(d) This section does not apply if the facts alleged in the complaint would constitute a felony under Section 2927.12 of the Ohio Revised Code. (e) The Police Department shall keep and maintain records of reported violations of this section and reported incidents the motive of which is victim's race, color, religion, national origin, sex, gender identity or expression, or sexual orientation.

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

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO: 19-61
REQUESTED BY: MAYOR EILEEN PATTON
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE DEDICATING CERTAIN REAL PROPERTY LOCATED AT 4200 THOMAS LANE (BETWEEN STORY ROAD AND THOMAS LANE) AS A DEDICATED PARK

WHEREAS, Article IV, Section 15 of the City Charter provides that Council may from time to time, dedicate lands owned by City to be used as parks; and

WHEREAS, certain real estate described as situated in the City of Fairview Park, County of Cuyahoga, and the State of Ohio, and known as being part of Original Rockport Township Section 13, and being all of land conveyed to The Fairview Park School District by deeds recorded in Volume 12144, Page 707, and Volume 12144, Page 709, of the Cuyahoga County Records (PPN: 323-10-042) and as further described on Exhibit A attached hereto and made a part hereof, is owned by the City of Fairview Park and is currently not used for any beneficial purposes; and

WHEREAS, the dedication of such land as a city park would benefit the residents of the City of Fairview Park and would make beneficial use of that land.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. That real estate described as situated in the City of Fairview Park, County of Cuyahoga, and the State of Ohio, and known as being part of Original Rockport Township Section 13, and being all of land conveyed to The Fairview Park School District by deeds recorded in Volume 12144, Page 707, and Volume 12144, Page 709, of the Cuyahoga County Records (PPN: 323-10-042) and as further described on Exhibit A attached hereto and made a part hereof, is owned by the City of Fairview Park and is currently not used for any beneficial purposes, is hereby ordained as a public recreational area, to be hereinafter referred to as a dedicated park pursuant to Article IV, Section 15 of the Fairview Park City Charter.

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

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

EXHIBIT "A"

Beginning at the intersection of the centerline of Story Road (60 feet wide) with the Corporation Line between the City of Fairview Park and the City of Rocky River, the Easterly line of Original Rockport Section 14, and the Easterly line of The Maynard Isabell Subdivision as shown by plat recorded in Volume 141, Page 25, of Cuyahoga County Map Records and witnessed by a 5/8 inch iron pin in a monument box found 0.12' South;

Thence South $86^{\circ} 46' 44''$ East, along the centerline of said Story Road, 212.32 feet to the Northerly extension of the Easterly line of land conveyed to Michael Willi by deed recorded as AFN 200801180792 of Cuyahoga County Records (PPN: 323-10-032).

Thence South $00^{\circ} 46' 44''$ West, along said Northerly extension, 30.03 feet to the Northeasterly corner of Michael Willi, and the Southerly right of way of said Story Road, witnessed by a 5.8 inch iron pin found 0.20 feet North, and the Principal Place of Beginning of the following described parcel:

Course 1

Thence South $86^{\circ} 46' 44''$ East, along the Southerly right of way of said Story Road, 62.05 feet to the Northwesterly corner of land conveyed to Ronald R. and Mary A. Benko by deed recorded as AFN 201210250550 of Cuyahoga County Records (PPN: 323-10-033) and witnessed by a 5/8 inch iron pin found 0.05' North and 0.09' West;

Course 2

Thence South $00^{\circ} 46' 44''$ West, along the Westerly line of said Ronald R. and Mary A. Benko, and parallel to the Westerly line of the H.D. Coffinberry Estate Subdivision No. 2 recorded in Volume 136, Page 30, of Cuyahoga County Map Records, 200.00 feet to a 5/8 inch iron pin (Id: Polaris) set at the Southwesterly corner thereof, the same being in the Northerly line of land conveyed to the Fairview Park Village School District by deed recorded in Volume 6864 Page 388, of Cuyahoga County Records (PPN 323-10-024);

Course 3

Thence North $86^{\circ} 46' 44''$ West, parallel to the centerline of said Story Road, and along the Northerly line of the Fairview Park Village School District, 62.05 feet to the Southeasterly corner of said Michael Willi;

Course 4

Thence North $00^{\circ} 46' 44''$ East, along the Easterly line of said Michael Willi, 200.00 feet to the Principal Place of Beginning and containing 0.2846 acres of land per survey performed in April, 2015, by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, subject to all legal highways and easements of record. The bearings used herein are based on the Ohio Coordinate System of 1983, North Zone, 1986 adjustment, and all iron pins set are 5/8 inch diameter by 30 inch long rebar with identification caps stamped "Polaris S-7087". The intent of this instrument is to provide a correct legal description for PPN 323-10-042.

PPN: 323-10-042 VIL Story Road
Fairview Park, Ohio 44126
Prior Instrument Reference: Instrument No. 201506160467

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-62
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AMENDING CHAPTER 921 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD GRANNIS PARK AND THOMAS LANE PARK

WHEREAS, the Council of the City of Fairview Park has learned that the tract of land known as Grannis Park is not a dedicated municipal park; and

WHEREAS, Fairview Park Codified Ordinances Chapter 921 details the parks located throughout the City of Fairview Park; and

WHEREAS, the provision of parks and recreational facilities is an appropriate exercise of the powers of local government; and

WHEREAS, the dedication of lands within the city as municipal parks requires the city to improve, protect and preserve their tracts of land;

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

SECTION 1. Chapter 921, "Parks" is amended as follows:

921.08 GRANNIS PARK

The parcel of land located on the north side of Grannis Road, known as Cuyahoga County Permanent Parcel Numbers: 323-18-025, 323-18-035, 323-18-036, 323-18-037, 323-18-038, 323-18-039, and 323-18-040, shall be dedicated and designated as Grannis Park.

921.09 THOMAS LANE PARK

The parcel of land located on the north side of Thomas Lane, known as Cuyahoga County Permanent Parcel Number: 323-10-042, shall be designated as Thomas Lane Park.

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

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-63
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AMENDING SECTION 927.05(a)(2) OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK, OHIO TO ADD THOMAS LANE PARK

WHEREAS, Fairview Park Codified Ordinance Section 927.05 prohibits registered sexual offenders or any person convicted of an offense of violence from entering or remaining in any park facility; and,

WHEREAS, Fairview Park Codified Ordinance Section 927.05 needs to be amended to add Thomas Lane Park as a city park listed.

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

SECTION 1. SECTION 1. Section 927.05 (a)(2), “Persons Prohibited in Playgrounds, Parks and Recreation Facilities,” of the Codified Ordinances of the City of Fairview Park,” is amended as follows:

927.05 PERSONS PROHIBITED IN PLAYGROUNDS, PARKS AND RECREATION FACILITIES.

(a) As used in this section:

(1) “Registered Offender” means any person who has been convicted of, is convicted of, has pleaded guilty to, or pleads guilty to a sexually oriented offense or a child-victim oriented offense as defined in Section 2950.01 of the Ohio Revised Code and said person has been classified pursuant to the provisions of Chapter 2950 of the Ohio Revised Code as a Tier I, II or III sex offender/child-victim offender and is required to register his or her address with the County Sheriff’s Department.

(2) “Park Facilities” includes all land and buildings owned or controlled by the City and used for park or recreation purposes, including but not limited to the Gemini Center Recreation and Community Center Complex, including athletic fields, Morton Park and Splashground, Bohlken Park, Bain Park, Bain Park Cabin, Nelson Russ Park, Grannis Park, **Thomas Lane Park** and their playgrounds, ball fields, rest room facilities and pavilions.

(3) “Offenses of Violence” include those defined in Ohio Revised Code Section 2901.01(A)(9).

(4) “Public Body” has the same meaning as found in Ohio Revised Code Section 121.22.

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

SECTION 3. That this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
RESOLUTION NO. 19-20
REQUESTED AND SPONSORED BY: COUNCIL PRESIDENT KILBBANE
CO-SPONSORED BY: COUNCILMAN SMITH

A RESOLUTION AFFIRMING THE CITY OF FAIRVIEW PARK'S COMMITMENT
TO DIVERSITY AND INCLUSION

WHEREAS, The City of Fairview Park believes that diversity strengthens our community, enhances economic growth by helping attract business and create jobs, and is vital to the quality of life that makes Fairview Park a great place to live and work; and

WHEREAS, a commitment to diversity recognizes that all individuals have inherent worth and should be treated with dignity and respect without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, family status, or military status; and

WHEREAS, The City of Fairview Park recognizes that it does demonstrate leadership by encouraging and welcoming diversity in all facets of community life, as well as through employment of a diverse workforce.

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

SECTION. 1: That the Mayor and City Council of the City of Fairview Park, Ohio declare it is the policy of the City to continue to reject discrimination of any kind; to continue to respect the inherent dignity of every person without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, age, family status, or military status; to continue to lead the effort to ensure that Fairview Park is a city that welcomes and embraces both a diverse residential population as well as a diverse workforce; and to continue to strive to provide the opportunity to achieve a diverse workforce within our City government.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 3: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-64
REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE &
DEVELOPMENT
SPONSORED BY: COUNCILMAN WOJNAR
CO-SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CUYAHOGA COUNTY DEPARTMENT OF DEVELOPMENT FOR THE 2020 COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM TO PROVIDE FINANCIAL ASSISTANCE FOR IMPROVEMENTS TO THOMAS LANE PARK AND AUTHORIZING THE MAYOR TO ACCEPT ANY AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN EMERGENCY

WHEREAS, the Cuyahoga County Department of Development (“Cuyahoga County”) solicited applications for the Community Development Supplemental Grant (“CDSG”) program, which provides grant funding on a competitive basis for a variety of projects to help strengthen cities, encourage regional collaboration, and improve the quality of life for County residents; and

WHEREAS, the City of Fairview Park intends to submit an application to Cuyahoga County for CDSG funding to make improvements to Thomas Lane Park; and

WHEREAS, such proposed improvements include a paved path, benches, trash receptacles, tree plantings, and landscaping, and will result in a public area within the City for passive recreation; and

WHEREAS, the CDSG program provides one hundred (100) percent reimbursement for project costs in an amount not to exceed Fifty Thousand Dollars (\$50,000), requiring the applicant to first expend funds and then request reimbursement from Cuyahoga County; and

WHEREAS, legislation supporting and authorizing the application is required and applications for assistance must be submitted by January 3, 2020.

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

SECTION 1. That the Council of the City of Fairview Park hereby approves an application to be submitted for funding to make improvements to Thomas Lane Park through the 2020 CDSG program.

SECTION 2. That the Mayor and City Administration are hereby authorized to submit the grant application by the January 3, 2020 deadline.

SECTION 3. That the Clerk is hereby authorized to attach a certified copy of this Ordinance to the application for assistance prior to its filing.

SECTION 4. That the City’s request for 2020 CDSG funding is in the amount of Fifty Thousand Dollars (\$50,000) and all costs will be paid on a reimbursement basis out of the Recreation Fund (230).

SECTION 5. That the City agrees to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the program, and all local funds will be paid out of the Recreation Fund (230).

SECTION 6. That the Mayor and City Administration are authorized to file all documents and execute all agreements necessary to accept the award and receive any grant funds; and that the funds are appropriated solely for purposes described in this Ordinance.

SECTION 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 8. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety and welfare; and for the further reason that the application must be submitted by the January 3, 2020 deadline; and provided it received an affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council



Public Meeting

2020 Community Development Supplemental Grant Program

Monday, November 11, 2019

6:30 PM

COMMUNITY DEVELOPMENT DEFINED

“Community development activities build stronger and more resilient communities through an ongoing process of identifying and addressing needs, assets, and priority investments. Community development activities may support infrastructure, economic development projects, installation of public facilities, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance and many other identified needs.” (U.S. Department of Housing & Urban Development)



GRANT OVERVIEW

- Cuyahoga County is soliciting applications for the 2020 Community Development Supplemental Grant (CDSG) program, which provides grant funding on a competitive basis for a variety of projects to help strengthen cities, encourage regional collaboration and improve the quality of life for County residents.
- This program is modeled after Cuyahoga County's Municipal Grant Program, which is funded by HUD Community Development Block Grant (CDBG) funding.
- Approximately twenty-three (23) \$50,000 grants are available through the 2020 CDSG program.



GRANT OVERVIEW

- The intent of this program is to **supplement** existing projects and efforts within Cuyahoga County communities.
- Project must address the Cuyahoga County objectives:
 - Improving Quality of Life
 - Health and Welfare
 - Sustainable and Impactful Government Action
 - Regional Collaboration
 - Job Growth and Opportunity
 - Fairness and Equality
- Anticipated Program Term: March 1, 2020 to February 28, 2021
- Applications are due January 3, 2020

ELIGIBLE PROJECT ACTIVITIES

- Public Facility Improvements
- Public Safety
- Parks and Playgrounds
- Community Center Improvements
- Infrastructure
- Streetscapes
- Housing Rehab
- And more!



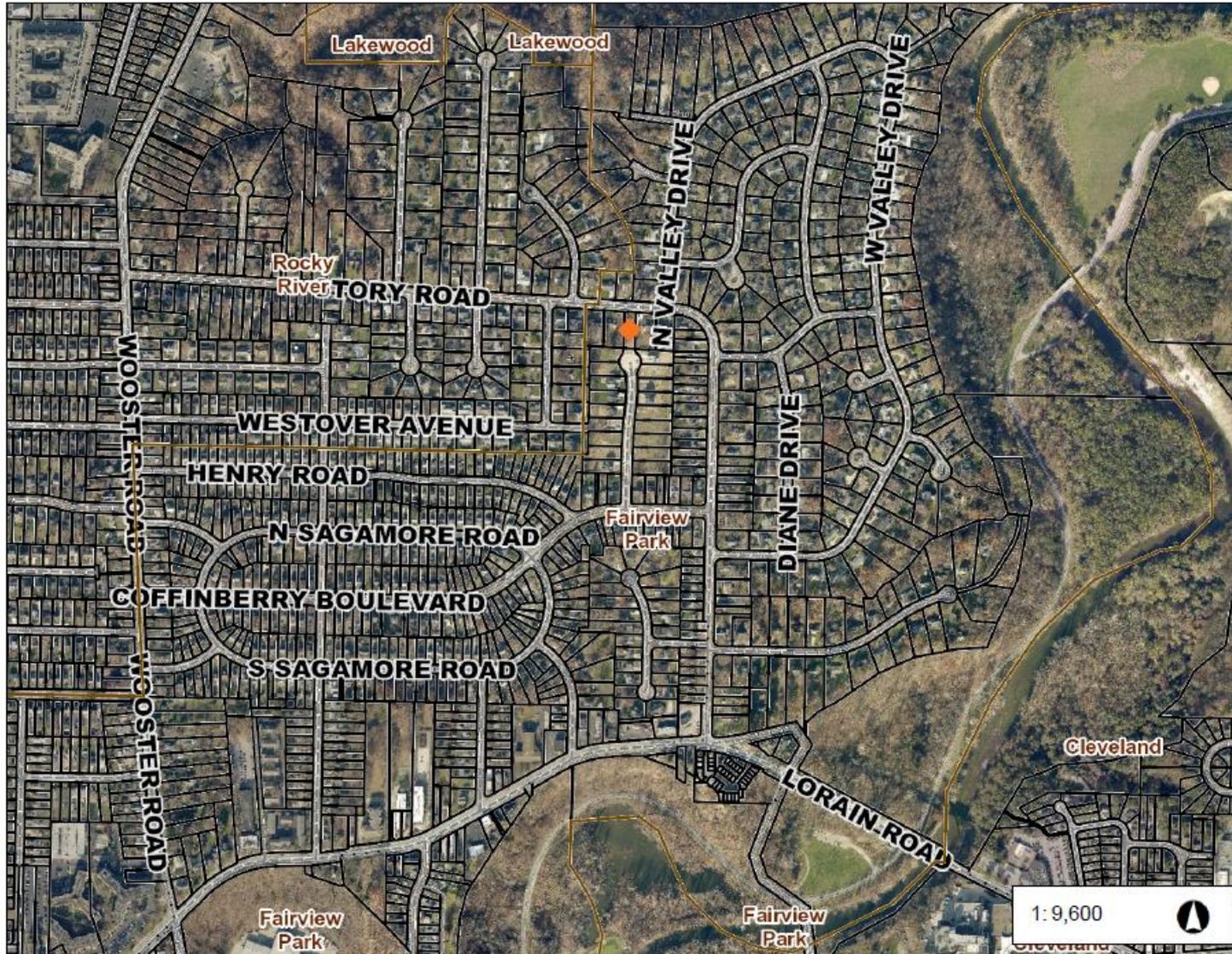
Proposed Project:

Thomas Lane Park





2020 CDSG Application - Proposed Project Location - Thomas Ln. Park



Date Created: 11/11/2019

Legend

- Municipalities
- Platted Centerlines
- Parcels

1,600 0 800 1,600 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

Comments/Questions?



Project Name: Thomas Lane Greenspace Enhancement Project

Grant Name: 2020 Community Development Supplemental Grant

Funding Agency: Cuyahoga County Department of Development

Total Estimated Project Cost: \$58,110

Funding Requested: \$50,000

Program Description:

The 2020 Community Development Supplemental Grant (“CDSG”) program is administered by the Cuyahoga County Department of Development, and is funded by casino tax revenue. This program addresses a variety of community development, neighborhood revitalization, and economic development needs, with the intent of improving the quality of life for County residents.

Eligible projects include the following:

- Housing and commercial demolition
- Public safety
- Parks and playgrounds
- Infrastructure
- Streetscapes
- Public facilities

The application deadline is January 3, 2020 and it is anticipated that award announcements will be made in spring of 2020.

Project Description:

The City of Fairview Park ("City") is requesting funding to establish a greenspace for passive recreation at Thomas Lane Park. This vacant parcel is the only greenspace located in the northeast section of the City, and the proposed project will ensure that it can be utilized by residents – many of whom do not live within walking distance of a City park. The proposed project includes a walking path that connects Thomas Lane to Story Road, benches, landscaping, trash receptacles, and a decorative fence.

CITY OF FAIRVIEW PARK
ORDNANCE NO. 19-65
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY, OHIO IN ORDER TO IMPLEMENT HEALTHCARE INSURANCE COVERAGE FOR ELIGIBLE EMPLOYEES OF THE CITY OF FAIRVIEW PARK FOR YEARS 2020-2022 AND DECLARING AN EMERGENCY

WHEREAS, Summit County has determined that political subdivisions may participate in its Benefits Regionalization Program, thereby offering healthcare insurance coverage to their employees; and

WHEREAS, the County has further determined that a political subdivision's participation in the Benefits Regionalization Program shall be operated on a cost-neutral basis to the County, and consequently, the participating political subdivision must execute a Political Subdivision Participation Agreement to pay the fees and costs set forth in the Political Subdivision Participation Agreement; and

WHEREAS, it is in the best interests of the City of Fairview Park to execute a Political Subdivision Participation Agreement with Summit County to provide healthcare insurance for eligible employees of the City of Fairview Park.

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

SECTION 1. The Mayor is hereby authorized to execute a Political Subdivision Participation Agreement with Summit County, Ohio in order to provide healthcare insurance coverage for eligible employees of the City of Fairview Park for the years of 2020-2022, effective January 1, 2020.

SECTION 2. The Political Subdivision Participation Agreement shall be as generally set out in Exhibit "A," which will be on file with the Director of Finance and made a part hereof, subject to approval by the Director of Law.

SECTION 3. This Council authorizes the Director of Finance to pay monthly invoices for the insurance coverage obtained through the Political Subdivision Participation Agreement, including any additional costs and fees, upon presentation of invoices therefore.

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

SECTION 5. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the provision of health insurance for employees for the years 2020-2022, provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

COUNTY OF SUMMIT, OHIO REGIONALIZATION PROGRAM

POLITICAL SUBDIVISION PARTICIPATION AGREEMENT

THIS POLITICAL SUBDIVISION PARTICIPATION AGREEMENT is between made as of the last date of signature below between The County of Summit, Ohio (the "County"), with its principal place of business at Ohio Building, 8th Floor, 175 S Main St., Akron, Ohio 44308, by its Executive, duly authorized by County Council Resolution Nos. 2009-472 and 2015-423 and the Political Subdivision referenced in Exhibit B.

WITNESSETH:

WHEREAS, the County sponsors several health insurance, prescription drug, dental, vision, life and worksite programs, including an Employee Assistance Program ("EAP"), which it has determined should be made available to employees of Political Subdivisions in Ohio; and

WHEREAS, the County has further determined that a "Regionalization Program" shall be created in which Political Subdivisions in Ohio may participate in order to further this purpose; and

WHEREAS, the County has further determined that a Political Subdivision's participation in the Regionalization Program shall be operated on a cost-neutral basis to the County and that accordingly, the participating Political Subdivision shall pay the rates, fees and costs as set forth in this Political Subdivision Participation Agreement; and

WHEREAS, in order to participate in the Regionalization Program, a Political Subdivision must execute this Political Subdivision Participation Agreement and be bound by its terms and conditions and by the terms and conditions of the County's Summary Plan Document, the County's contract with its Claims Administrator and the County's contract with its Stop Loss Insurance Provider;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. Definitions.

1.1 In addition to words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.1 shall have the meanings ascribed to them in Section 1.1, unless the context or use clearly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

As used in this Agreement:

(a) "Administrative Fee" means the fee charged by the County to a Political Subdivision for administration of the Regionalization Program. The Administrative Fee will be set by the County for any self-funded Political Subdivision based upon the services selected.

(b) "Agreement" means this Political Subdivision Participation Agreement.

(c) "Claims Administrator" means the vendor selected by the County, which is fully-funded, to provide administrative services only related to the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Claims Administrator, the terms and conditions of the contract between the County and its Claims Administrator shall prevail.

(d) "County" means the County of Summit, Ohio.

(e) "County-sponsored plans" means the health insurance and prescription drug programs sponsored by the County and offered to County employees.

(f) "Effective Date" means the entry date of the Political Subdivision into the Regionalization Program, on which date the employees of the Political Subdivision shall be entitled to participate in the County-sponsored plans. This date may or may not coincide with the County's effective date of coverage (January 1st), but will always renew at the County's effective date of coverage (January 1st).

(g) "Fully-funded equivalent rate" means the annual rate charged by the County to a fully-funded Political Subdivision for the County-sponsored programs that is equivalent to the rate that would be paid by the Political Subdivision as if it were self-funded and includes the Administrative Fee.

(h) "Fully-funded Political Subdivision" means a Political Subdivision that fully insures its employees for health care.

(i) "Political Subdivision" means any entity located in the State of Ohio that is authorized by the Ohio Revised Code to offer health insurance programs to its employees and to execute an inter-governmental agreement. The County retains sole determination as to whether a Political Subdivision will qualify for entry into the Regionalization Program.

(j) “Regionalization Program” means the County’s program that permits employees of Political Subdivisions in the State of Ohio to participate in County-sponsored programs.

(k) “Risk Surcharge” means a fee charged by the County to a Political Subdivision based upon its risk profile up to a maximum of 15% of the fully-funded equivalent regionalization rate.

(l) “Self-funded Political Subdivision” means a Political Subdivision that is self-funded with regard to employee health insurance, regardless of the number of employees.

(m) “Stop Loss Insurance Provider” means the vendor selected by the County, which is fully funded, to provide reinsurance to limit the amount paid by the County for each person’s health care, the individual limit, and the County’s total expenses for the insurance of all employees in the group, the group limit. Participating Political Subdivisions will be covered by this insurance and its individual and group limits. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Stop Loss Insurance Provider, the terms and conditions of the contract between the County and its Stop Loss Insurance Provider shall prevail.

(n) “Summary Plan Document” means the County of Summit’s Employee Health Benefit Plan, which is effective January 1 through December 31 and any successor plan, which will be effective January 1 and thereafter for as long as the plan is in place. The terms and conditions of the Summary Plan Document govern the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(o) “Patient Protection and Affordable Care Act” (“PPACA”) or the “Affordable Care Act” (“ACA”), is a United States federal statute signed into law on March 23, 2010 whose primary goal is to increase coverage and affordability for individuals.

2. Plan.

2.1 Plan Offerings. The Political Subdivision acknowledges that whereas the County offers several plan design options within the Regionalization Program, the Political Subdivision may or may not be eligible for one or all of these offerings. The Political Subdivision further acknowledges that the County retains sole discretion and determination as to which plan offerings the Political Subdivision may provide to its employees. The County retains sole discretion as to the offerings within the plan and reserves the right to change the plan offerings at its discretion with written notice of the change(s) to the Political Subdivision. A self-funded Political Subdivision may

determine which County-sponsored plans and benefits it will purchase and offer to its employees.

2.2 Plan Selection. The County authorizes the Political Subdivision to offer its employees the following County-sponsored plan(s): medical

3. Term and Termination.

3.1. Effective Date. Set forth in Exhibit B

3.2. Term. Set forth in Exhibit B

3.3 Change in vendors. The Political Subdivision acknowledges that the County will be required to solicit proposals from time to time for vendors for the County-sponsored programs. The Political Subdivision further acknowledges that if the County changes vendors, the Political Subdivision will be required to finish out the term of the contract with the new vendor.

3.4 Early termination/penalties. The Political Subdivision may terminate this Agreement upon 6 months written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to date set forth in Exhibit B it shall pay the County the following penalties:

- Forfeiture of any accumulated reserves that the County may hold on the Political Subdivision's behalf, if applicable.
- Payment of Incurred But Not Reported ("IBNR") claims, regardless of the date that the claims were incurred.
- Payment of any administrative charges related to processing the IBNR claims.
- Forfeiture of any stop-loss reimbursements, if applicable.
- Any other damages or costs incurred by the County due to the early termination by the Political Subdivision.

3.5 Termination by County. The County may terminate this Agreement and participation by the Political Subdivision in the Regionalization Program immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 5. In the event of termination of this Agreement by the County, the Political Subdivision shall assume any additional liability for claims made by its employees during its participation in the Regionalization Program and in addition, shall be required to pay the County the same penalties as in the event of an early termination pursuant to Section 3.4.

4. Services to be provided by County.

- Initial Underwriting via NFP and approved by the Risk Committee.

- Renewal Development.
- Group Installation provided by NFP and approved by the Risk Committee.
- Access to a 24/7 online enrollment tool with administrative access approved by the County.
- Employee Assistance Program (“EAP”) is optional at an additional cost.
- Wellness Program Funding.
- Telemedicine Services

5. Duties and responsibilities of the Political Subdivision.

The Political Subdivision shall have the following duties and responsibilities:

- Pay the first month’s rates/fees set forth in Section 6 prior to the Effective Date.
- Political Subdivision agrees to pay the County the employer and employee portion of the rates/fees through payroll deductions.
- Pay all rates/fees on an as-billed basis, subject to adjustments and reconciliation by the County on the subsequent month’s invoice.
- Comply with the terms and conditions of the County’s Summary Plan Document and any guidelines issued by the County as the Plan Administrator unless otherwise agreed to.
- Comply with any Federal guidelines applicable to the County-sponsored plans.
- Comply with any eligibility audits undertaken by the County of the Political Subdivision or of its employees.
- Provide any records or reports upon demand as provided in Section 10.
- Limit the offer of benefits only to full-time employees that work at least 30 hours per week. Part-time employees and retirees are not eligible unless otherwise agreed to.
- Comply with the terms and conditions of the County’s contract with its Claims Administrator.
- Comply with the terms and conditions of the County’s contract with its Stop Loss Insurance Provider.
- Any other duties and responsibilities necessary to maintain the Political Subdivision as a member of the Regionalization Program and to comply with the County-sponsored plans.

6. Fees.

6.1 Determination of fees.

6.1.1 Initial Underwriting. Prior to entry into the Regionalization Program, a Political Subdivision is required to go through Initial Underwriting by the County in order to determine whether a Political Subdivision is eligible to enter the Regionalization Program

In the Initial Underwriting, the County has sole discretion as to the

underwriting guidelines used to determine the eligibility of a Political Subdivision. The County has the right to deny entry into the Regionalization Program for any reason.

6.1.2 Annual adjustment of fully-funded equivalent rate. On an annual basis, the County shall set a fully-funded equivalent rate for the following calendar year for the County plan. Annual fully-funded equivalent rate adjustments for the Political Subdivision will be adjusted by the same percentage as the County rates for subsequent years for the term of the agreement. In an annual fully-funded rate adjustment, the County has sole discretion as to the underwriting guidelines used to determine the fully-funded rate for the following calendar year. The County will provide written notice by November 15 of each year to a fully-funded Political Subdivision of the fully-funded equivalent rate for the following calendar year.

6.1.3 Administrative Fees On an annual basis, the County shall set the Administrative Fees (fee) charged to Political Subdivisions that participate in the program. The fee shall encompass all operational costs of running the program and be distributed across all participants on Per Employee Per Month basis. The fee will be incorporated into the Fully Insured Equivalent (FIE) rates charged to Political Subdivisions on a monthly basis. This applies to both Fully Funded and Self-Funded entities that participate in the program. The County retains sole discretion to set the administrative fee.

6.1.4 Risk Surcharge and Stop Loss Insurance

The County may apply a risk surcharge at contract renewal to any group that adversely affects the plan or reserve levels. This surcharge may be applied for lack of adequate reserves, adverse medical conditions or other risks deemed excessive and detrimental to the plan. The surcharge is not to exceed 15% above the Fully Funded Rates. The County retains sole discretion over the surcharge and its use and the County retains the right to non-renew any group at the end of its contract cycle.

The County operates an internal stop loss pool for all groups that participate in the regional program. Specific stop loss levels are applied to each group based on size and stop loss claims within the pool structure are paid by the pool. Claims in excess of the County's retention limits are paid by the designated Stop Loss Provider. Reference Exhibit B for details.

6.2 Rate structure

The County builds and manages the regional healthcare program using monthly rates charged to the Political Subdivisions. These rates are developed with the assistance of the County's Consultants and Actuaries and approved through the County's Internal Risk Committee. Rates can change on an annual basis and are based on the overall performance of the program. A surcharge to the rate structures may only be applied at the contract renewal.

B. 6.3 Rates/fees to be paid by the Political Subdivision are set forth in Exhibit

**Summit County reserves the right to re-rate if the enrollment increases by more than 10% in a given year.*

The first month's fees shall be paid prior to the Effective Date. Fees shall be paid on a monthly basis within 10 days of the receipt of an invoice from the County.

All other benefits offered to Summit County employees will be available to this Sub Division at the current rates available.

6.4 Wellness Fund Political Subdivisions will be entitled to Wellness dollars to be used for employees covered by the plan for reimbursements based on the County's Wellness Guidelines. County of Summit Wellness Guidelines are included as Addendum I (see Exhibit B for further details).

Wellness dollars must be used and submitted for reimburse to the County by October 1 each year. Any unused funds will not carry-over to future years.

7. Eligibility.

7.1 General eligibility. The eligibility of employees of the Political Subdivision to participate in County-sponsored plans shall be governed solely by the Summary Plan Document of the County. All employees of the Political Subdivision must submit dependent verification upon entry to the plan. Only full-time employees of fully-funded Political Subdivisions that work at least 30 hours per week shall be eligible for benefits under the fully-funded equivalent rate through the Regionalization Program. Part-time employees and retirees of fully-funded Political Subdivisions are not eligible unless agreed upon by the County.

7.2. Periodic eligibility audit. The County shall have the right to conduct an audit at periodic intervals of the employees of the Political Subdivision participating in County-sponsored plans to determine their eligibility. The County may demand any information from employees of the Political Subdivision that is necessary to determine their eligibility or the eligibility of their spouses or dependents. The County reserves the right to terminate coverage of employees of the Political Subdivision or their spouses or dependents that are determined to be ineligible and to pursue appropriate civil and/or criminal remedies. The Political Subdivision agrees to cooperate with the County in any such audit and to compel its employees to provide requested information. The County further reserves the right to terminate the coverage of any employee of the Political Subdivision or the employee's spouse or dependent where the employee has refused to provide requested information.

8. Patient Protection and Affordable Care Act (“PPACA”). Any fees or penalties associated with the PPACA assessed to a Political Subdivision that participates in the Regionalization Program will be the financial responsibility of the Political Subdivision.

9. Outside Brokers, Agents and Consultants. The County of Summit will not pay commissions to outside brokers, agents or consultants related to membership in the Regionalization Program or the County-sponsored plans.

10. Reports and Records.

10.1 Maintenance of Records and Reports.

The Political Subdivision must maintain and provide to County upon demand the following records and reports:

10.1.1. Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement, the Regionalization Program and the County-sponsored plans; and

10.1.2 Other records and reports as required by the County to enable the County to comply with local, state and federal statutes and regulations.

10.2 Retention of Records. The Political Subdivision must maintain all records related to this Agreement for three years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

11. Equal Opportunity Employment/Non-Discrimination.

11.1 Equal Opportunity Employer. The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

11.2 Non-Discrimination. The Political Subdivision, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

12. General Terms and Conditions.

12.1 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

12.2 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the County of Summit Court of Common Pleas.

12.3 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

12.4 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

12.5 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

12.6 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

12.7 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

12.8 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth in Exhibit B.

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

12.9 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

12.10 Entire Agreement. This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersede all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(End of text. Execution on the following page.)

The parties hereunto have caused this POLITICAL SUBDIVISION PARTICIPATION AGREEMENT to be executed in triplicate on the last date of signature below.

**Name of
"POLITICAL SUBDIVISION"**

**COUNTY OF SUMMIT,
"COUNTY"**

By:

By: Ilene Shapiro
Executive

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:
Title:

By: Deborah S. Matz
Director of Law
and Risk Management

Date: _____

Date: _____



INTERNAL STOP LOSS POOL POLICY

Effective Date

1/1/2020

Plan Sponsor:

County of Summit

Benefits to be Covered:

Medical

Prescription Drugs

Primary Stop Loss Carrier:

Medical Mutual

Coverage Period:

Coverage Period will mirror the Primary Stop Loss Carrier's current stop loss Excess Risk Schedule.

Stop Loss Corridor:

The following internal Stop Loss corridor options are indicated as follows¹:

- 1-50 lives\$75,000 to \$499,999
- 51-99 lives\$100,000 to \$499,999
- 100-250 lives\$125,000 to \$499,999
- 250+ lives\$175,000 to \$499,999

Eligible Claims:

Eligible claims will mirror the Primary Stop Loss Carrier's contract and provisions and will include any claim paid by the Plan Sponsor for medically necessary and appropriate expenses incurred by an eligible covered member which:

- Have been paid in accordance with the terms of the Plan
- Were incurred and paid during the applicable claims basis
- Are paid under a Covered Benefit shown on the Plan Certificate
- Are not otherwise excluded under this policy

Exclusions and Limitations:

The following expenses are not eligible, whether or not such expenses are covered under the Employee Benefit Plan:

- A. Any portion of an expense which the Plan Sponsor is not obligated to pay under the Plan Certificate, or which is reimbursable due to:
 - Another group health benefit program
 - A government or privately supported medical research program
 - Medicare
 - The covered person or covered dependent is covered under, or eligible for the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute
 - Any coordination of benefits or non-duplication of benefits provision
- B. Benefits Paid under the Plan Certificate which are in excess of Usual and Customary charges

¹ Notice: *The corridors are the recommended corridors and may change to align with existing corridors based on NFP/County's evaluation of claims and risk (reviewing existing risk thresholds, pooling points and/or ISL).*

- C. Expenses associated with the administration of the Plan including, but not limited to, PBM fees, claim payment fees, PPO access fees, premium functions, medical review and consultant fees
- D. Expenses paid by the Plan Sponsor or the Claim Administrator relating to any litigation concerning the Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages
- E. Benefits paid for expenses incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury
- F. Expenses which are experimental or investigational
- G. Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared
- H. Expenses paid by the Plan Sponsor due to authorized or approved exceptions to the Plan
- I. Expenses denied by the primary Stop Loss carrier

Claim Review and Audit:

All stop loss claims are subject to claim review, audit and eligibility verification through the Primary Stop Loss carrier. If for any reason the audit concludes a member or claim was not eligible for payment, adjustments will be made into the Expense category of the Internal Stop Loss Pool Summary Expense Tracking sheet.

The County requires that all sub-entities adhere to strict eligibility rules that require them to terminate employees from the plan within the allotted time frames. The County reserves the right to audit any large claimants that affect the stop loss program. If through that process it is determined that claims were paid in error, the County reserves the right to recoup payments in error from either the sub-entity or the individual member.

Benefits Paid:

Large claim reports will be reviewed by NFP Analytics on a monthly basis. Once a member has breached the initial corridor level, the Internal Stop Loss Pool Eligibility Verification Forms (see Attachment 1) will be sent out by NFP Analytics to confirm member's actively-at-work eligibility status. Once member is deemed eligible, the payable amount will be calculated and tracked into the Internal Stop Loss pool Expense Tracking sheet.

Reserves:

Appropriate reserve levels will be established and reviewed by NFP Actuary on an annual basis. Internal Stop Loss Renewal Rates will adjust for under/over funding of the Reserve level to re-coup losses/gains. All funds left over at the end of the plan year will remain in the Internal Reserves. Internal stop loss reserves are non-refundable.

Lasers:

- Self-Funded: Entity Risk²:** Lasers, as outlined by the Primary Stop Loss carrier, will only be covered up to the Stop Loss Corridor limitations and then funded by the sub-entity via a premium load for the gap period until breach by the Primary Stop Loss carrier deductible
- Fully Insured Equivalent: Pooled Risk-Stop Loss:** Lasers, as outlined by the Primary Stop Loss carrier, will be fully funded up to the gap period by a premium load to the entire internal stop loss pool (*excludes groups that are self-funded*)

Pool Termination:

² Please note that regionalized or consortium language may need to be modified to adjust for this Policy stipulation

If for any reason it is decided that the Internal Stop Loss Pool should be dissolved, reserves will be calculated off of current Incurred But Not Reported (IBNR) and will be set aside to continue to pay run-out claims for the below run-out period. IBNR will be calculated by NFP Actuary.

Run-out period: Twelve months

If during the termination, the stop loss pool is running at a deficit, money to cover the runout claims will come out of the hospitalization fund.

Internal Stop Loss Rate Renewal:

The internal stop loss renewal will be based on current trend factors, network selection, market conditions, selected corridor, plan designs and group demographics. Any plan changes, network changes or corridor adjustments may impact this and will need to be disclosed prior to finalizing the new rates.

Term:

The Internal Stop Loss Policy will remain in effect until made necessary by a material change.

Definitions:

- **COB:** Coordination of Benefits (if a member has more than one health plan, "Coordination of Benefits" will allow the plans to work together to determine who pays primary and who pays secondary)
- **Coverage Period:** time period for which the benefits are covered as found on the Primary Stop Loss Carrier's Excess Risk Schedule.
- **Lasers:** This is an additional form of risk to the employer. For large claimants which may be ongoing, the stop loss carrier will alter the Individual Stop Loss (ISL) coverage for certain claimant(s). For instance, if the client's ISL level is \$200,000, an individual with a serious ongoing claim may have their own ISL of \$500,000. The difference between the \$200,000 and \$500,000 may or may not accumulate to the employer's aggregate claim liability, which means they will likely reach or exceed claim liability. Some carriers do not mandate lasers; however, many will consider this upon employer or broker request.
- **Material Change:** The alteration of any part of this document that no longer reflects the terms that the parties originally intended to serve as the basis of this agreement.
- **Medically Necessary:** For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate treatment is one that is determined to meet all of the following criteria:
1) recommended and provided by a licensed physician, dental or other medical practitioner who is practicing within the scope of their license 2) generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition 3) approved by the FDA (if applicable).
- **PBM:** Pharmacy Benefit Manager (aka Rx carrier)
- **Plan:** benefit plan established to provide benefits to eligible members as described in the plan document or Certificate of Coverage. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Internal Stop Loss Pool Effective Date.
- **Stop Loss Corridor:** The amount of eligible claims that will be paid on an eligible member once the initial stop loss deductible has been met to the maximum of the corridor.
- **Excess Risk Schedule:** a schedule of terms conditions and limitations within the current policy year found as outlined by the Primary Stop Loss Carrier.

Attachment 1: Internal Stop Loss Pool Eligibility Verification Form

Policy Year: _____
Sub-Entity: _____
Employee (EE) Name: _____
EE Plan Effective Date: _____
EE Plan: _____
Actively at Work: Yes No (if No, complete below applicable section)
Last Date of Work: _____
Return to Work Date: _____
Termination Date: _____
Retired Date: _____
FMLA from: _____ to _____
Disability from: _____ to _____
COBRA: Yes No if Yes, premium paid to: _____
Claimant Name: _____
Claimant Relationship: _____
Other Insurance³: Yes No if Yes, what is the Primary Payor Name: _____
Last COB Request date: _____
Potential Subrogation: Yes No if Yes, please provide any details: _____
Form Completed by: _____
Date Completed: _____

³ Confirm with carrier last COB date

Exhibit B – Rates and Criteria

A	Political Subdivision	City of Fairview Park 20777 Lorain Fairview Park, OH 44126															
B	Term	January 1, 2020 – December 21, 2022															
C	Internal Stop Loss Level	\$100,000															
D	Rates	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>HSA</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>EPO</u></th> </tr> </thead> <tbody> <tr> <td>Single</td> <td style="text-align: right;">\$450.52</td> <td style="text-align: right;">\$581.06</td> </tr> <tr> <td>Employee Spouse</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> <tr> <td>Employee Child(ren)</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> <tr> <td>Family</td> <td style="text-align: right;">\$1351.59</td> <td style="text-align: right;">\$1743.21</td> </tr> </tbody> </table>		<u>HSA</u>	<u>EPO</u>	Single	\$450.52	\$581.06	Employee Spouse	\$1351.59	\$1743.21	Employee Child(ren)	\$1351.59	\$1743.21	Family	\$1351.59	\$1743.21
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Employee Child(ren)	\$1351.59	\$1743.21															
Family	\$1351.59	\$1743.21															
E	Wellness Dollars	\$1000.00															

ADDENDUM 1

Wellness Credit Guidelines

Summit County Executive Ilene Shapiro and her Department of Human Resources, Division of Employee Benefits know how important a robust wellness program is and the numerous benefits it can bring to both employee and employer. Executive Shapiro is now extending those benefits to the regionalized entities through wellness dollars provided by Medical Mutual. Regionalized entities will have access to wellness dollars to be reimbursed for wellness activities provided to their employees covered by the plan based on the County's Wellness Guidelines.

Entity will need to supply the following to the Department of Human Resources, Division of Employee Benefits:

- This form completed, signed and returned to Division of Employee Benefits
- Entity will need to provide a wellness plan/strategy and budget that includes how allowance will be spent (activities) by June 1st of each year they are a participating regionalized entity with the County of Summit. If no budget is submitted, allowances will return to the County.
- An MMO service team member is available to assist you with wellness ideas and programs for your employees.

Wellness Credit Limitations:

- Wellness credits cannot be rolled over from year to year, no exceptions.
- Unused monies will be forfeited in October of the plan year if no budget, strategy, or reimbursements were submitted.
- Wellness dollars will not be provided up front, they are available as a reimbursement only.
- Vendors need to be paid by regionalized entity directly and will receive reimbursement by Division of Employee Benefits.
- Receipts are required for all reimbursement.
- Reimbursement will be to the regionalized entity, not vendors.

List of non-qualified expenses:

- Postage
- Copying/printing costs
- Decorations
- T-shirts that do not have an MMO logo
- Giveaways/logo items that do not have an MMO logo
- Payment to an employee to be part of the wellness committee or teach a class (example Yoga)
- Vendor lunches/Vendor parking

List of some suggested activities:

- Exercise equipment
- Employee wellness incentives
- Gift cards (in exchange for activities such as taking HRA) – The gift cards must be purchased by the regionalized entity itself and reimbursed once the Division of Employee Benefits receives the receipts. **A letter attesting that the gift cards were used for wellness initiatives is required with regionalized entity official signatures.**
- Screenings – Any MMO preferred vendor's costs outside of claims submission, for example, the Derma Scan unit or the Bone Density unit
- Fitness/Rec center membership
- Company Lunch & Learns

Instructions for Reimbursement:

- Regionalized entities should contact the Division of Employee Benefits at the County prior to spending any of the monies to make sure it will be accepted as a qualified expense. If you purchase a non-qualified item and it gets denied, the County will not be held responsible.
- Reimbursement should have receipts attached or other support that provides evidence that the regionalized entity has paid the expense that is to be reimbursed. The Division of Employee Benefits will be the sole determinate of what is considered sufficient support to issue the check.
- Reimbursement requests should be emailed to Keith Clark at kclark@summitoh.net and June Carr at mcarr@summitoh.net.

To set up your wellness budget with the Division of Employee Benefits, please provide the following information:

Benefit Period: _____
Regionalized Entity Name: _____
Person Who Will Be Submitting Reimbursement: _____
Contact E-Mail Address: _____
Make Check Payable To: _____
Phone Number: _____
Business Name: _____
Address of Business: _____
County Location: _____
Copy of W-9 with Taxpayer I.D #: _____

Regionalized Entity Official's Signature

Date

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-66
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE SETTING THE MEMBERSHIP USER FEE SCHEDULE FOR THE FAIRVIEW PARK RECREATION AND COMMUNITY CENTER GEMINI CENTER FOR THE YEAR 2020 AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 927 of the Codified Ordinances of the City of Fairview Park established the creation of the Fairview Park Recreation and Community Center Complex pursuant to Ordinance 07-15 passed on April 2, 2007.

WHEREAS, pursuant to the Joint Agreement dated August 22, 2005, executed by and between the Board of Education of the Fairview Park City School District and the City of Fairview Park, Article VI Titled: Annual Funding of the Operations of the Complex, Section 6.2 Users Fees: “On or before December 1st of each year, the Department shall prepare and submit the next Calendar Year’s user fee schedule to City Council for its approval.”

WHEREAS, the user fees for 2020 will remain unchanged.

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

SECTION 1. MEMBERSHIP DEFINITIONS

- (A) RESIDENTS: are those individuals who live in the City of Fairview Park city limits and will pay the Resident/Employee Rate.
- (B) EMPLOYEES: are those individuals who are actively employed with the City of Fairview Park, Fairview Park Board of Education, or Fairview Park Branch Library and will pay the Resident/Employee Rate.
- (C) ONCE A MEMBER, ALWAYS A MEMBER: are those individuals who are former members of the Gemini Center that have left their resident/employee account in good standing and will pay the Once a Member, Always a Member Rate. Corporate Members are not included.
- (D) CORPORATE: are those individuals who work, but do not reside, in the City of Fairview Park or current employees of Fairview General Hospital and will pay the Corporate Rate.

SECTION 2. MEMBERSHIP USER FEE SCHEDULE

The yearly Membership User Fees for 2020 for each classification of user will be as follows:

- | | |
|-----------------------------|----------|
| (A) Resident/Employee Rate: | |
| Individual (ages 19-59) | \$120.00 |
| Youth (ages 3-12) | \$60.00 |

Student (ages 13-18)	\$90.00
College Student (must be full-time status)	\$99.00
Senior (age 60+)	\$85.00
Toddler (ages 2 and under)	Free
Family (up to 6 members)	\$335.00

(B) Once a Member, Always a Member	
These members will pay \$50.00 more than the Resident/Employee Rate.	
Individual (ages 19-59)	\$120.00 Plus \$50.00
Youth (ages 3-12)	\$60.00 Plus \$50.00
Student (ages 13-18)	\$90.00 Plus \$50.00
College Student (must be full-time status)	\$99.00 Plus \$50.00
Senior (age 60+)	\$85.00 Plus \$50.00
Toddler (ages 2 and under)	Free
Family (up to 6 members)	\$335.00 Plus \$50.00
(C) Corporate Rate:	
Individual (ages 19-59)	\$220.00
Youth (ages 3-18)	\$110.00
Senior (age 60+)	\$165.00
Family (4 members)	\$605.00
Family (5 members)	\$660.00
Family (6 members)	\$715.00
(C) Active Military	\$0.00

The individual monthly Membership User Fees for 2020 for each classification of user will be as follows:

(A) Resident/Employee Rate:	\$20.00
(B) Once a Member, Always a Member	\$25.00
(C) Corporate Rate:	\$20.00

SECTION 3. MEMBERSHIP APPLICATION

Membership Application forms, membership rates, rules and regulations are available at the Fairview Park Recreation and Community Gemini Center.

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

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to establish the membership rates in a timely manner to take effect January 1, 2020, and provided it receives the

affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-67
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH TAC COMPUTER, INC. AND DECLARING AN EMERGENCY

WHEREAS, TAC Computer, Inc. has been the sole provider of computer services to the Fairview Park Police Department including: OLEN (Ohio Law Enforcement Network), CAD Records support, TAC MDT (Mobile Data Terminal) support and provides a direct link with the Rocky River Municipal Court for video arraignments; and

WHEREAS, it is in the best interest of the City of Fairview Park Police Department to continue its association with TAC Computer, Inc.; and

WHEREAS, it is necessary to renew the service agreement with TAC Computer, Inc. for services in 2020.

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

SECTION 1. The Mayor is hereby authorized to enter into a service agreement with TAC Computer, Inc. for 2020 in an amount not to exceed Twenty-three Thousand, One Hundred Thirteen Dollars and thirty-two cents (\$23,113), in such form as is approved by the Director of Law, which shall be paid from the General Fund (100) – Police Department as attached in “Exhibit A.”.

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide necessary computer support services for 2020, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrook, Clerk of Council

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2019 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Fairview Park Police Department

Fairview Park Police Department
20777 Lorain Ave.
Fairview Park, Ohio 44126

Effective 1/01/2019

		ITEMS COVERED	
QTY	Description		Total
1	CAD/Records System		10,881.36
8	Mobile System Clients	550.80	4,406.40
1	Report to Web		1,530.00
1	OIBRS Interface		76.56
1	Livescan Interface		225.00
 Annual Total			 \$17,119.32

Please check desired billing frequency:

Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer:

By: Thomas W Craven Date: 9/20/2018 Name _____

Customer's P.O. # _____ By: _____

TAX Exempt. # _____ Title: _____

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one-month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.



Quote

7603 First Place B10
 Oakwood, Ohio
 Web: www.tacomputer.com
 Phone: (440-232-2555)
 Fax: (440-232-3979)
 Prepared By: Tom Craven

Date	09/25/2019
Quote #	19314
Valid Until	10/25/2019

Customer

Fairview Park Police Department
 Chief Erich Upperman
 20777 Lorain Av.
 Fairview Park Ohio 44126

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	TAC Oh1 to BMV interface	1500.00	1500.00
	Annual Support	225.00	
8	TAC E-Cite electronic citation	500.00	4000.00
	Annual Support	600.00	

- Prices are subject to change after 5 days
- Payment will be due after delivery of service
- Please indicate approval of quote via e-mail to process order

TOTAL	5500.00
Annual Support	825.00

If you have any questions about this price quote, please contact
 Tom Craven tom@tacomputer.com (440-232-2555)

Thank You For Your Business

Confidential

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-68
ORIGINATED BY: THE FINANCE DEPARTMENT
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for the fiscal year 2019.

WHEREAS, Ordinance 19-10 Amended, approved March 5, 2019, needs to be adjusted to reflect budgetary changes.

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

SECTION 1. To provide for the current expenses and other expenditures of the City of Fairview Park, Ohio for the period commencing January 1, 2019 and ending December 31, 2019 as attached in Exhibit "A."

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the daily operation of municipal departments in 2019 and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

APPROPRIATIONS 2019
(dollars changed in bold)
CITY OF FAIRVIEW PARK

	Temporary Ord #18- 55 (12/1/18)	\$ Adjustment	Annual Ord #19-10A	\$ Adjustment	Supplemental #1 Ord #19-38	\$ Adjustment	Supplemental #2 Ord #19-68
<u>GENERAL FUND</u>							
<u>1110 SECURITY OF PERSONS AND PROPERTY</u>							
PERSONNEL SUBTOTAL	\$735,640.58	\$2,348,377.63	\$3,084,018.21		\$3,084,018.21		\$3,084,018.21
OTHER SUBTOTAL	\$41,556.40	\$140,628.47	\$182,184.87		\$182,184.87		\$182,184.87
TOTAL SECURITY PERSONS AND PROPERTY	\$777,196.98	\$2,489,006.10	\$3,266,203.08	\$0.00	\$3,266,203.08	\$0.00	\$3,266,203.08
<u>1130 FIRE PREVENTION AND CONTROL</u>							
PERSONNEL SUBTOTAL	\$539,072.06	\$1,563,610.42	\$2,102,682.48		\$2,102,682.48		\$2,102,682.48
OTHER SUBTOTAL	\$12,461.57	\$47,512.45	\$59,974.02	\$3,776.44	\$63,750.46		\$63,750.46
TOTAL FIRE PREVENTION AND CONTROL	\$551,533.63	\$1,611,122.87	\$2,162,656.50	\$3,776.44	\$2,166,432.94	\$0.00	\$2,166,432.94
<u>1140 FIRE PROTECTION REGIONAL EMS</u>							
TOTAL FIRE PROTECTION REGIONAL EMS	\$32,880.51	\$143,219.49	\$176,100.00		\$176,100.00	(\$47,900.00)	\$128,200.00
<u>2200 PUBLIC HEALTH</u>							
TOTAL PUBLIC HEALTH	\$368.75	\$1,131.25	\$1,500.00		\$1,500.00		\$1,500.00
<u>3420 BAIN PARK CABIN</u>							
TOTAL BAIN PARK CABIN	\$5,068.78	\$14,301.22	\$19,370.00	\$3,000.00	\$22,370.00		\$22,370.00
<u>3810 SENIOR LIFE OFFICE</u>							
PERSONNEL SUBTOTAL	\$52,559.59	\$249,389.77	\$301,949.36		\$301,949.36	\$19,000.00	\$320,949.36
OTHER SUBTOTAL	\$9,841.67	\$26,382.37	\$36,224.04		\$36,224.04	\$2,100.00	\$38,324.04
TOTAL SENIOR LIFE OFFICE	\$62,401.26	\$275,772.14	\$338,173.40	\$0.00	\$338,173.40	\$21,100.00	\$359,273.40
<u>4410 PARKS AND PROPERTY MAINTENANCE</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$41.75	(\$41.75)	\$0.00		\$0.00		\$0.00
TOTAL PARKS AND PROPERTY MAINTENANCE	\$41.75	(\$41.75)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>4510 PLANNING & DESIGN COMMISSION</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$890.66	\$2,159.34	\$3,050.00		\$3,050.00		\$3,050.00

TOTAL PLANNING COMMISSION	\$890.66	\$2,159.34	\$3,050.00	\$0.00	\$3,050.00	\$0.00	\$3,050.00
4520 BUILDING STANDARDS							
PERSONNEL SUBTOTAL	\$90,355.43	\$284,527.76	\$374,883.19		\$374,883.19	(\$8,000.00)	\$366,883.19
OTHER SUBTOTAL	\$3,392.58	\$9,565.35	\$12,957.93		\$12,957.93		\$12,957.93
TOTAL BUILDING STANDARDS	\$93,748.01	\$294,093.11	\$387,841.12	\$0.00	\$387,841.12	(\$8,000.00)	\$379,841.12
4530 BOARD OF APPEALS							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$314.24	\$835.76	\$1,150.00		\$1,150.00		\$1,150.00
TOTAL BOARD OF APPEALS	\$314.24	\$835.76	\$1,150.00	\$0.00	\$1,150.00	\$0.00	\$1,150.00
5550 RECYCLING & SOLID WASTE DISPOSAL							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$50,578.00	\$239,422.00	\$290,000.00		\$290,000.00	\$16,000.00	\$306,000.00
TOTAL REFUSE COLLECTION AND DISPOSAL	\$50,578.00	\$239,422.00	\$290,000.00	\$0.00	\$290,000.00	\$16,000.00	\$306,000.00
6120 TRAFFIC SAFETY							
PERSONNEL SUBTOTAL	\$45,565.66	\$136,879.64	\$182,445.30		\$182,445.30	\$700.00	\$183,145.30
OTHER SUBTOTAL	\$15,197.83	\$66,174.45	\$81,372.28		\$81,372.28	(\$36,000.00)	\$45,372.28
TOTAL TRAFFIC SAFETY	\$60,763.49	\$203,054.09	\$263,817.58	\$0.00	\$263,817.58	(\$35,300.00)	\$228,517.58
6800 MOTOR VEHICLE MAINTENANCE							
PERSONNEL SUBTOTAL	\$45,221.58	\$126,869.25	\$172,090.83		\$172,090.83		\$172,090.83
OTHER SUBTOTAL	\$62,019.75	\$180,690.66	\$242,710.41		\$242,710.41	\$23,200.00	\$265,910.41
TOTAL MOTOR VEHICLE MAINTENANCE	\$107,241.33	\$307,559.91	\$414,801.24	\$0.00	\$414,801.24	\$23,200.00	\$438,001.24
7710 MAYOR'S OFFICE							
PERSONNEL SUBTOTAL	\$47,698.01	\$142,959.35	\$190,657.36		\$190,657.36	\$2,250.00	\$192,907.36
OTHER SUBTOTAL	\$3,684.75	\$10,623.25	\$14,308.00		\$14,308.00	(\$2,250.00)	\$12,058.00
TOTAL MAYOR'S OFFICE	\$51,382.76	\$153,582.60	\$204,965.36	\$0.00	\$204,965.36	\$0.00	\$204,965.36
7711 SERVICE & DEVELOPMENT DIRECTOR'S							
PERSONNEL SUBTOTAL	\$101,663.11	\$380,585.70	\$482,248.81		\$482,248.81		\$482,248.81
OTHER SUBTOTAL	\$7,473.83	\$21,185.47	\$28,659.30		\$28,659.30		\$28,659.30
TOTAL SERVICE DIRECTOR'S OFFICE	\$109,136.94	\$401,771.17	\$510,908.11	\$0.00	\$510,908.11	\$0.00	\$510,908.11
7720 FINANCE DEPARTMENT							
PERSONNEL SUBTOTAL	\$59,756.73	\$173,451.63	\$233,208.36		\$233,208.36	\$3,300.00	\$236,508.36
OTHER SUBTOTAL	\$62,170.00	(\$28,449.00)	\$33,721.00		\$33,721.00	(\$3,300.00)	\$30,421.00
TOTAL FINANCE DEPARTMENT	\$121,926.73	\$145,002.63	\$266,929.36	\$0.00	\$266,929.36	\$0.00	\$266,929.36

<u>7730 LEGAL ADMINISTRATION</u>								
PERSONNEL SUBTOTAL	\$37,387.97	\$110,494.67	\$147,882.64		\$147,882.64		\$147,882.64	
OTHER SUBTOTAL	\$1,731.25	\$4,291.25	\$6,022.50		\$6,022.50	\$2,500.00	\$8,522.50	
TOTAL LEGAL ADMINISTRATION	\$39,119.22	\$114,785.92	\$153,905.14	\$0.00	\$153,905.14	\$2,500.00	\$156,405.14	
<u>7740 ENGINEER</u>								
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
OTHER SUBTOTAL	\$9,960.05	\$29,877.55	\$39,837.60		\$39,837.60		\$39,837.60	
TOTAL ENGINEER	\$9,960.05	\$29,877.55	\$39,837.60	\$0.00	\$39,837.60	\$0.00	\$39,837.60	
<u>7750 MUNICIPAL LANDS AND BUILDING</u>								
PERSONNEL SUBTOTAL	\$64,289.05	\$275,041.58	\$339,330.63		\$339,330.63	\$2,250.00	\$341,580.63	
OTHER SUBTOTAL	\$58,423.33	\$171,772.90	\$230,196.23		\$230,196.23		\$230,196.23	
TOTAL MUNICIPAL LANDS AND BUILDING	\$122,712.38	\$446,814.48	\$569,526.86	\$0.00	\$569,526.86	\$2,250.00	\$571,776.86	
<u>7760 CIVIL SERVICE</u>								
PERSONNEL SUBTOTAL	\$355.10	\$1,065.28	\$1,420.38	\$450.00	\$1,870.38		\$1,870.38	
OTHER SUBTOTAL	\$550.00	\$1,263.00	\$1,813.00	\$662.00	\$2,475.00	\$550.00	\$3,025.00	
TOTAL CIVIL SERVICE	\$905.10	\$2,328.28	\$3,233.38	\$1,112.00	\$4,345.38	\$550.00	\$4,895.38	
<u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u>								
PERSONNEL SUBTOTAL	\$72,975.47	\$74,615.27	\$147,590.74		\$147,590.74	\$25,350.00	\$172,940.74	
OTHER SUBTOTAL	\$43,743.25	\$336,356.75	\$380,100.00		\$380,100.00		\$380,100.00	
TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS	\$116,718.72	\$410,972.02	\$527,690.74	\$0.00	\$527,690.74	\$25,350.00	\$553,040.74	
<u>7780 LEGISLATIVE</u>								
PERSONNEL SUBTOTAL	\$46,795.88	\$142,239.01	\$189,034.89		\$189,034.89	\$250.00	\$189,284.89	
OTHER SUBTOTAL	\$4,121.11	\$10,546.83	\$14,667.94		\$14,667.94		\$14,667.94	
TOTAL LEGISLATIVE	\$50,916.99	\$152,785.84	\$203,702.83	\$0.00	\$203,702.83	\$250.00	\$203,952.83	
<u>7790 OTHER ADMINISTRATIVE</u>								
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
OTHER SUBTOTAL	\$335,567.16	\$770,183.41	\$1,105,750.57		\$1,105,750.57		\$1,105,750.57	
TOTAL OTHER ADMINISTRATIVE	\$335,567.16	\$770,183.41	\$1,105,750.57	\$0.00	\$1,105,750.57	\$0.00	\$1,105,750.57	
TOTAL GENERAL FUND	\$2,701,373.44	\$8,209,739.43	\$10,911,112.87	\$7,888.44	\$10,919,001.31	\$0.00	\$10,919,001.31	
<u>101 CONTINGENCY RESERVE FUND</u>								
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	

TOTAL CONTINGENCY RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>210 STREET CONSTRUC MAINT & REPAIRS</u>							
<u>6610 STREET MAINTENANCE</u>							
PERSONNEL SUBTOTAL	\$175,098.27	\$464,188.13	\$639,286.40		\$639,286.40		\$639,286.40
OTHER SUBTOTAL	\$5,000.00	\$55,000.00	\$60,000.00	\$3,000.00	\$63,000.00		\$63,000.00
TOTAL STREET MAINTENANCE	\$180,098.27	\$519,188.13	\$699,286.40	\$3,000.00	\$702,286.40	\$0.00	\$702,286.40
<u>6620 STREET CLEANING</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
TOTAL STREET CLEANING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL STREET CONSTRUC MAINT RP	\$180,098.27	\$519,188.13	\$699,286.40	\$3,000.00	\$702,286.40	\$0.00	\$702,286.40
<u>220 STATE HIGHWAY FUND</u>							
<u>6610 STREET MAINTENANCE</u>							
TOTAL STREET MAINTENANCE	\$40,000.00	\$35,000.00	\$75,000.00		\$75,000.00		\$75,000.00
<u>6620 STREET CLEANING</u>							
TOTAL STREET CLEANING	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
TOTAL STATE HIGHWAY FUND	\$40,000.00	\$35,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00
<u>230 RECREATION FUND</u>							
PERSONNEL SUBTOTAL	\$389,866.68	\$1,172,017.22	\$1,561,883.90		\$1,561,883.90	(\$28,000.00)	\$1,533,883.90
OTHER SUBTOTAL	\$322,148.58	\$2,233,544.35	\$2,555,692.93	\$65,000.00	\$2,620,692.93	\$28,000.00	\$2,648,692.93
TOTAL RECREATION FUND	\$712,015.26	\$3,405,561.57	\$4,117,576.83	\$65,000.00	\$4,182,576.83	\$0.00	\$4,182,576.83
<u>231 RECREATION CONSTRUCTION FUND</u>							
TOTAL RECREATION CONSTRUCTION FUND	\$70,083.44	\$1,331,617.82	\$1,401,701.26		\$1,401,701.26		\$1,401,701.26
<u>240 POLICE AND FIRE PENSION FUND</u>							
PERSONNEL SUBTOTAL	\$251,685.00	\$774,915.00	\$1,026,600.00		\$1,026,600.00		\$1,026,600.00
OTHER SUBTOTAL	\$900.00	\$2,800.00	\$3,700.00		\$3,700.00		\$3,700.00
TOTAL POLICE AND FIRE PENSION FUND	\$252,585.00	\$777,715.00	\$1,030,300.00	\$0.00	\$1,030,300.00	\$0.00	\$1,030,300.00
<u>250 STREET LIGHTING FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$73,275.00	\$186,325.00	\$259,600.00		\$259,600.00		\$259,600.00
TOTAL STREET LIGHTING FUND	\$73,275.00	\$186,325.00	\$259,600.00	\$0.00	\$259,600.00	\$0.00	\$259,600.00

<u>255 SOLID WASTE FEE</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$190,375.00	\$527,125.00	\$717,500.00		\$717,500.00		\$717,500.00
TOTAL SOLID WASTE FEE FUND	\$190,375.00	\$527,125.00	\$717,500.00	\$0.00	\$717,500.00	\$0.00	\$717,500.00
<u>260 PERMANENT IMPROVEMENT FUND</u>							
TOTAL PERMANENT IMPROVEMENT FUND	\$400,000.00	\$679,821.81	\$1,079,821.81		\$1,079,821.81		\$1,079,821.81
<u>270 FIRE OPERATING LEVY FUND</u>							
PERSONNEL SUBTOTAL	\$75,819.45	\$220,050.54	\$295,869.99		\$295,869.99		\$295,869.99
OTHER SUBTOTAL	\$11,653.21	\$23,016.79	\$34,670.00		\$34,670.00		\$34,670.00
TOTAL FIRE OPERATING LEVY FUND	\$87,472.66	\$243,067.33	\$330,539.99	\$0.00	\$330,539.99	\$0.00	\$330,539.99
<u>285 FEMA GRANT FUND</u>							
TOTAL FEMA GRANT FUND	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
<u>290 FEDERAL GRANTS FUND</u>							
TOTAL FEDERAL GRANTS FUND	\$60,000.00	\$65,200.00	\$125,200.00		\$125,200.00		\$125,200.00
<u>295 STATE GRANT FUND</u>							
TOTAL STATE GRANT FUND	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
<u>300 BOND RETIREMENT FUND</u>							
TOTAL BOND RETIREMENT FUND	\$0.00	\$11,274.50	\$11,274.50	\$500.00	\$11,774.50		\$11,774.50
<u>500 WATER REIMBURSEMENT FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
OTHER SUBTOTAL	\$5,000.00	\$55,000.00	\$60,000.00		\$60,000.00		\$60,000.00
TOTAL WATER REIMBURSEMENT FUND	\$5,000.00	\$55,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00
<u>510 FAIRVIEW PARK SANITARY SEWER FUND</u>							
PERSONNEL SUBTOTAL	\$97,165.38	\$279,450.86	\$376,616.24		\$376,616.24		\$376,616.24
OTHER SUBTOTAL	\$1,593,343.79	\$4,259,251.04	\$5,852,594.83		\$5,852,594.83		\$5,852,594.83
TOTAL FAIRVIEW PARK SANITARY SEWER FUND	\$1,690,509.17	\$4,538,701.90	\$6,229,211.07	\$0.00	\$6,229,211.07	\$0.00	\$6,229,211.07
<u>550 WATER LINE RECONDITIONING</u>							
TOTAL WATER LINE RECONDITIONING FUND	\$235,000.00	\$191,313.46	\$426,313.46		\$426,313.46	\$72,070.77	\$498,384.23

611 SPECIAL HOLD ACCOUNT								
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
OTHER SUBTOTAL	\$40,749.72	\$129,739.32	\$170,489.04	\$20,000.00	\$190,489.04	\$24,732.38	\$215,221.42	
TOTAL SPECIAL HOLD ACCOUNT	\$40,749.72	\$129,739.32	\$170,489.04	\$20,000.00	\$190,489.04	\$24,732.38	\$215,221.42	
700 TRUST & AGENCY FUND								
TOTAL TRUST & AGENCY FUND	\$0.00	\$33,500.00	\$33,500.00		\$33,500.00	(\$8,886.08)	\$24,613.92	
709 REDEVELOPMENT FUND								
TOTAL REDEVELOPMENT FUND	\$50,000.00	\$0.00	\$50,000.00		\$50,000.00		\$50,000.00	
710 SENIOR CENTER CONST FUND								
TOTAL SENIOR CENTER CONST FUND	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
711 BAIN PARK RESTORATION								
TOTAL BAIN PARK RESTORATION	\$4,865.00	\$14,489.00	\$19,354.00		\$19,354.00		\$19,354.00	
713 STATE BLDG ASSESSMENT								
TOTAL STATE BLDG ASSESSMENT	\$1,094.20	\$4,749.37	\$5,843.57		\$5,843.57	(\$937.86)	\$4,905.71	
714 LAW ENFORCEMENT TRUST FUND								
TOTAL LAW ENFORCEMENT TRUST FUND	\$2,862.50	\$5,737.50	\$8,600.00		\$8,600.00		\$8,600.00	
715 D.U.I. EDUCATE FUND								
TOTAL D.U.I. EDUCATE FUND	\$1,500.00	\$6,500.00	\$8,000.00		\$8,000.00		\$8,000.00	
716 P.O.P.A.S. FUND								
PERSONNEL SUBTOTAL	\$20,047.46	\$46,477.54	\$66,525.00		\$66,525.00		\$66,525.00	
OTHER SUBTOTAL	\$1,133.22	\$26,825.78	\$27,959.00		\$27,959.00		\$27,959.00	
TOTAL P.O.P.A.S. FUND	\$21,180.68	\$73,303.32	\$94,484.00	\$0.00	\$94,484.00	\$0.00	\$94,484.00	
731 HEALTH INS RESERVE FUND								
PERSONNEL SUBTOTAL	\$339,077.25	\$1,091,399.75	\$1,430,477.00		\$1,430,477.00	\$9,650.00	\$1,440,127.00	
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	
TOTAL HEALTH INS RESERVE FUND	\$339,077.25	\$1,091,399.75	\$1,430,477.00	\$0.00	\$1,430,477.00	\$9,650.00	\$1,440,127.00	
732 EMPLOYEE SECT 125M								
PERSONNEL SUBTOTAL	\$2,830.08	\$12,437.55	\$15,267.63		\$15,267.63		\$15,267.63	

OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EMPLOYEE SECT 125M	\$2,830.08	\$12,437.55	\$15,267.63	\$0.00	\$15,267.63	\$15,267.63
<u>733 RETIREE ACCRUED BENEFITS FUND</u>						
PERSONNEL SUBTOTAL	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL RETIREE ACCRUED BENEFITS FUND	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00
<u>741 CABLE TV FRANCHISE FEE</u>						
TOTAL CABLE TV FRANCHISE FEE	\$0.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00	\$700,000.00
<u>750 JUVENILE DIVERSION PROGRAM</u>						
PERSONNEL SUBTOTAL	\$441.60	\$1,290.15	\$1,731.75	\$1,731.75	\$1,731.75	\$1,731.75
OTHER SUBTOTAL	\$50.00	\$650.00	\$700.00	\$700.00	\$700.00	\$700.00
TOTAL JUVENILE DIVERSION PROGRAM	\$491.60	\$1,940.15	\$2,431.75	\$0.00	\$2,431.75	\$2,431.75
<u>751 DARE FUND</u>						
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$813.73	\$813.73	\$813.73	\$813.73	\$813.73
TOTAL DARE FUND	\$0.00	\$813.73	\$813.73	\$0.00	\$813.73	\$813.73
<u>752 GRADE DEPOSITS</u>						
TOTAL GRADE DEPOSITS	\$2,215.49	\$9,826.34	\$12,041.83	\$12,041.83	\$12,041.83	\$12,041.83
<u>753 STREET CLEANING DEPOSITS</u>						
TOTAL STREET CLEANING DEPOSITS	\$1,187.50	\$3,562.50	\$4,750.00	\$4,750.00	\$4,750.00	\$4,750.00
<u>754 STREET OPENING DEPOSITS</u>						
TOTAL STREET OPENING DEPOSITS	\$1,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
<u>757 REZONING-DEPOSITS</u>						
TOTAL REZONING-DEPOSITS	\$281.11	\$843.33	\$1,124.44	\$1,124.44	\$1,124.44	\$1,124.44
<u>758 ARCHITECT DEPOSITS</u>						
TOTAL ARCHITECT DEPOSITS	\$1,625.00	\$490.60	\$2,115.60	\$2,115.60	\$2,115.60	\$2,115.60
<u>761 SENIOR LIFE DONATIONS</u>						

TOTAL SENIOR LIFE DONATIONS	\$2,500.00	\$5,949.35	\$8,449.35		\$8,449.35		\$8,449.35
<u>772 CEMETERY RESTORATION FUND</u>							
TOTAL CEMETERY RESTORATION FUND	\$300.00	\$1,225.00	\$1,525.00		\$1,525.00		\$1,525.00
<u>781 EMER MEDICAL SERV COLLECTION</u>							
PERSONNEL SUBTOTAL	\$83,674.49	\$248,532.67	\$332,207.16		\$332,207.16		\$332,207.16
OTHER SUBTOTAL	\$17,896.67	\$36,218.33	\$54,115.00		\$54,115.00		\$54,115.00
TOTAL EMER MEDICAL SERV COLLECTION	\$101,571.16	\$284,751.00	\$386,322.16	\$0.00	\$386,322.16	\$0.00	\$386,322.16
<u>790 SURVEY SAN/STORM SEWER</u>							
TOTAL SURVEY SAN/STORM SEWER	\$0.00	\$4,898.91	\$4,898.91		\$4,898.91		\$4,898.91
<u>811 CAPITAL PROJECTS FUND</u>							
TOTAL CAPITAL PROJECTS FUND	\$398,618.78	\$2,668,140.30	\$3,066,759.08		\$3,066,759.08		\$3,066,759.08
TOTAL ALL FUNDS	\$7,671,737.31	\$25,933,947.97	\$33,605,685.28	\$96,388.44	\$33,702,073.72	\$96,629.21	\$33,798,702.93

2019 SCHEDULED TRANSFERS TEMPORARY ORDINANCE #18-55

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 187,500.00
		\$ 187,500.00

2019 SCHEDULED TRANSFERS

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 730,000.00
741	733	\$ 300,000.00
741	231	\$ 250,000.00
741	260	\$ 150,000.00
		\$ 1,430,000.00

2019 SCHEDULED ADVANCES

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-69
ORIGINATED BY: THE FINANCE DEPARTMENT
REQUESTED BY: MAYOR EILEEN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2020 AND ENDING MARCH 31, 2020 AND DECLARING AN EMERGENCY.

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for the first fiscal quarter of 2020; and

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

SECTION 1. To provide for the current expenses and other expenditures of the City of Fairview Park, Ohio, for a period commencing January 1, 2020 and ending March 31, 2020, attached as Exhibit "A."

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the daily operation of municipal departments in 2020, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**CITY OF FAIRVIEW PARK
TEMPORARY APPROPRIATIONS 2020**

<u>GENERAL FUND</u>		
<u>1110 SECURITY OF PERSONS AND PROPERTY</u>		
PERSONNEL SUBTOTAL	\$	790,279.67
OTHER SUBTOTAL	\$	45,546.22
TOTAL SECURITY PERSONS AND PROPERTY	\$	835,825.88
<u>1130 FIRE PREVENTION AND CONTROL</u>		
PERSONNEL SUBTOTAL	\$	538,812.39
OTHER SUBTOTAL	\$	15,937.62
TOTAL FIRE PREVENTION AND CONTROL	\$	554,750.00
<u>1140 FIRE PROTECTION REGIONAL EMS</u>		
TOTAL FIRE PROTECTION REGIONAL EMS	\$	32,050.00
<u>2200 PUBLIC HEALTH</u>		
TOTAL PUBLIC HEALTH	\$	375.00
<u>3420 BAIN PARK CABIN</u>		
TOTAL BAIN PARK CABIN	\$	5,592.50
<u>3810 SENIOR LIFE OFFICE</u>		
PERSONNEL SUBTOTAL	\$	82,243.27
OTHER SUBTOTAL	\$	9,581.01
TOTAL SENIOR LIFE OFFICE	\$	91,824.28
<u>4410 PARKS AND PROPERTY MAINTENANCE</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
TOTAL PARKS AND PROPERTY MAINTENANCE	\$	-
<u>4510 PLANNING & DESIGN COMMISSION</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	762.50
TOTAL PLANNING COMMISSION	\$	762.50

<u>4520 BUILDING STANDARDS</u>		
PERSONNEL SUBTOTAL	\$	94,013.82
OTHER SUBTOTAL	\$	3,239.48
TOTAL BUILDING STANDARDS	\$	97,253.29
<u>4530 BOARD OF APPEALS</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	287.50
TOTAL BOARD OF APPEALS	\$	287.50
<u>5550 RECYCLING & SOLID WASTE DISPOSAL</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	76,500.00
TOTAL REFUSE COLLECTION AND DISPOSAL	\$	76,500.00
<u>6120 TRAFFIC SAFETY</u>		
PERSONNEL SUBTOTAL	\$	46,930.98
OTHER SUBTOTAL	\$	11,343.07
TOTAL TRAFFIC SAFETY	\$	58,274.06
<u>6800 MOTOR VEHICLE MAINTENANCE</u>		
PERSONNEL SUBTOTAL	\$	44,098.28
OTHER SUBTOTAL	\$	66,477.60
TOTAL MOTOR VEHICLE MAINTENANCE	\$	110,575.87
<u>7710 MAYOR'S OFFICE</u>		
PERSONNEL SUBTOTAL	\$	49,432.51
OTHER SUBTOTAL	\$	3,014.50
TOTAL MAYOR'S OFFICE	\$	52,447.01
<u>7711 SERVICE & DEVELOPMENT DIRECTOR'S</u>		
PERSONNEL SUBTOTAL	\$	123,576.26
OTHER SUBTOTAL	\$	7,164.83
TOTAL SERVICE DIRECTOR'S OFFICE	\$	130,741.08
<u>7720 FINANCE DEPARTMENT</u>		
PERSONNEL SUBTOTAL	\$	60,605.27
OTHER SUBTOTAL	\$	7,605.25
TOTAL FINANCE DEPARTMENT	\$	68,210.52

<u>7730 LEGAL ADMINISTRATION</u>		
PERSONNEL SUBTOTAL	\$	37,894.93
OTHER SUBTOTAL	\$	2,130.63
TOTAL LEGAL ADMINISTRATION	\$	40,025.55
<u>7740 ENGINEER</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	10,208.39
TOTAL ENGINEER	\$	10,208.39
<u>7750 MUNICIPAL LANDS AND BUILDING</u>		
PERSONNEL SUBTOTAL	\$	87,530.04
OTHER SUBTOTAL	\$	57,549.06
TOTAL MUNICIPAL LANDS AND BUILDING	\$	145,079.09
<u>7760 CIVIL SERVICE</u>		
PERSONNEL SUBTOTAL	\$	467.60
OTHER SUBTOTAL	\$	756.25
TOTAL CIVIL SERVICE	\$	1,223.85
<u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u>		
PERSONNEL SUBTOTAL	\$	43,235.19
OTHER SUBTOTAL	\$	95,025.00
TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS	\$	138,260.19
<u>7780 LEGISLATIVE</u>		
PERSONNEL SUBTOTAL	\$	48,504.25
OTHER SUBTOTAL	\$	3,666.99
TOTAL LEGISLATIVE	\$	52,171.24
<u>7790 OTHER ADMINISTRATIVE</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	276,437.64
TOTAL OTHER ADMINISTRATIVE	\$	276,437.64
TOTAL GENERAL FUND	\$	2,778,875.44

101 CONTINGENCY RESERVE FUND

PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
TOTAL CONTINGENCY RESERVE	\$	-
<u>210 STREET CONSTRUC MAINT & REPAIRS</u>		
<u>6610 STREET MAINTENANCE</u>		
PERSONNEL SUBTOTAL	\$	163,817.14
OTHER SUBTOTAL	\$	15,750.00
TOTAL STREET MAINTENANCE	\$	179,567.14
<u>6620 STREET CLEANING</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
TOTAL STREET CLEANING	\$	-
TOTAL STREET CONSTRUC MAINT RP	\$	179,567.14
<u>220 STATE HIGHWAY FUND</u>		
<u>6610 STREET MAINTENANCE</u>		
TOTAL STREET MAINTENANCE	\$	18,750.00
<u>6620 STREET CLEANING</u>		
TOTAL STREET CLEANING	\$	-
TOTAL STATE HIGHWAY FUND	\$	18,750.00
<u>230 RECREATION FUND</u>		
PERSONNEL SUBTOTAL	\$	393,057.75
OTHER SUBTOTAL	\$	662,173.23
TOTAL RECREATION FUND	\$	1,055,230.98
<u>231 RECREATION CONSTRUCTION FUND</u>		
TOTAL RECREATION CONSTRUCTION FUND	\$	20,000.00
<u>240 POLICE AND FIRE PENSION FUND</u>		
PERSONNEL SUBTOTAL	\$	263,066.25
OTHER SUBTOTAL	\$	925.00
TOTAL POLICE AND FIRE PENSION FUND	\$	263,991.25
<u>250 STREET LIGHTING FUND</u>		
PERSONNEL SUBTOTAL	\$	-

OTHER SUBTOTAL	\$	64,900.00
TOTAL STREET LIGHTING FUND	\$	64,900.00
<u>255 SOLID WASTE FEE</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	179,375.00
TOTAL SOLID WASTE FEE FUND	\$	179,375.00
<u>260 PERMANENT IMPROVEMENT FUND</u>		
TOTAL PERMANENT IMPROVEMENT FUND	\$	269,955.45
<u>270 FIRE OPERATING LEVY FUND</u>		
PERSONNEL SUBTOTAL	\$	75,816.68
OTHER SUBTOTAL	\$	8,667.50
TOTAL FIRE OPERATING LEVY FUND	\$	84,484.18
<u>285 FEMA GRANT FUND</u>		
TOTAL FEMA GRANT FUND	\$	-
<u>290 FEDERAL GRANTS FUND</u>		
TOTAL FEDERAL GRANTS FUND	\$	-
<u>295 STATE GRANT FUND</u>		
TOTAL STATE GRANT FUND	\$	-
<u>300 BOND RETIREMENT FUND</u>		
TOTAL BOND RETIREMENT FUND	\$	1,287,395.83
<u>500 WATER REIMBURSEMENT FUND</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	15,000.00
TOTAL WATER REIMBURSEMENT FUND	\$	15,000.00
<u>510 FAIRVIEW PARK SANITARY SEWER FUND</u>		
PERSONNEL SUBTOTAL	\$	96,507.91
OTHER SUBTOTAL	\$	600,000.00

TOTAL FAIRVIEW PARK SANITARY SEWER FUND	\$	696,507.90
<u>550 WATER LINE RECONDITIONING</u>		
TOTAL WATER LINE RECONDITIONING FUND	\$	124,596.06
<u>611 SPECIAL HOLD ACCOUNT</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	35,000.00
TOTAL SPECIAL HOLD ACCOUNT	\$	35,000.00
<u>700 TRUST & AGENCY FUND</u>		
TOTAL TRUST & AGENCY FUND	\$	12,000.00
<u>709 REDEVELOPMENT FUND</u>		
TOTAL REDEVELOPMENT FUND	\$	-
<u>710 SENIOR CENTER CONST FUND</u>		
TOTAL SENIOR CENTER CONST FUND	\$	-
<u>711 BAIN PARK RESTORATION</u>		
TOTAL BAIN PARK RESTORATION	\$	4,838.50
<u>713 STATE BLDG ASSESSMENT</u>		
TOTAL STATE BLDG ASSESSMENT	\$	1,226.43
<u>714 LAW ENFORCEMENT TRUST FUND</u>		
TOTAL LAW ENFORCEMENT TRUST FUND	\$	2,150.00
<u>715 D.U.I. EDUCATE FUND</u>		
TOTAL D.U.I. EDUCATE FUND	\$	2,000.00
<u>716 P.O.P.A.S. FUND</u>		
PERSONNEL SUBTOTAL	\$	17,047.03
OTHER SUBTOTAL	\$	6,989.75
TOTAL P.O.P.A.S. FUND	\$	24,036.77

<u>731 HEALTH INS RESERVE FUND</u>		
PERSONNEL SUBTOTAL	\$	375,000.00
OTHER SUBTOTAL	\$	-
TOTAL HEALTH INS RESERVE FUND	\$	375,000.00
<u>732 EMPLOYEE SECT 125M</u>		
PERSONNEL SUBTOTAL	\$	3,816.91
OTHER SUBTOTAL	\$	-
TOTAL EMPLOYEE SECT 125M	\$	3,816.91
<u>733 RETIREE ACCRUED BENEFITS FUND</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	-
TOTAL RETIREE ACCRUED BENEFITS FUND	\$	-
<u>741 CABLE TV FRANCHISE FEE</u>		
TOTAL CABLE TV FRANCHISE FEE	\$	-
<u>750 JUVENILE DIVERSION PROGRAM</u>		
PERSONNEL SUBTOTAL	\$	443.76
OTHER SUBTOTAL	\$	175.00
TOTAL JUVENILE DIVERSION PROGRAM FUND	\$	618.76
<u>751 DARE FUND</u>		
PERSONNEL SUBTOTAL	\$	-
OTHER SUBTOTAL	\$	203.43
TOTAL DARE FUND	\$	203.43
<u>752 GRADE DEPOSITS</u>		
TOTAL GRADE DEPOSITS	\$	6,448.58
<u>753 STREET CLEANING DEPOSITS</u>		
TOTAL STREET CLEANING DEPOSITS	\$	4,750.00
<u>754 STREET OPENING DEPOSITS</u>		
TOTAL STREET OPENING DEPOSITS	\$	4,000.00

757 REZONING-DEPOSITS

TOTAL REZONING-DEPOSITS \$ 1,124.44

758 ARCHITECT DEPOSITS

TOTAL ARCHITECT DEPOSITS \$ -

761 SENIOR LIFE DONATIONS

TOTAL SENIOR LIFE DONATIONS \$ 2,112.34

772 CEMETERY RESTORATION FUND

TOTAL CEMETERY RESTORATION FUND \$ -

781 EMER MEDICAL SERV COLLECTION

PERSONNEL SUBTOTAL \$ 85,128.08

OTHER SUBTOTAL \$ 13,528.75

TOTAL EMER MEDICAL SERV COLLECTION \$ 98,656.83

790 SURVEY SAN/STORM SEWER

TOTAL SURVEY SAN/STORM SEWER \$ -

811 CAPITAL PROJECTS FUND

TOTAL CAPITAL PROJECTS FUND \$ 650,000.00

TOTAL ALL FUNDS \$ 8,266,612.23

2020 SCHEDULED TRANSFERS

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	Police & Fire Pension	\$ 187,500.00
		\$ 187,500.00

CITY OF FAIRVIEW PARK
RESOLUTION NO. 19-21
REQUESTED BY: GREG CINGLE, FINANCE DIRECTOR
SPONSORED BY: COUNCILMAN WOJNAR

A RESOLUTION REQUESTING THE COUNTY FISCAL OFFICER TO ADVANCE TAXES FROM THE PROCEEDS OF TAX LEVIES PURSUANT TO SECTION 321.34 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY

WHEREAS, Section 321.34 of the Ohio Revised Code of the State of Ohio provides that any money in the County Treasury in the account of the City of Fairview Park, and lawfully applicable to the purpose of the current year may be drawn upon request.

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

SECTION 1. That the Fiscal Officer of Cuyahoga County be and is hereby requested to draw Warrants and is hereby requested to pay to the Director of Finance of the City of Fairview Park any money in the County Treasury to the account of Fairview Park and lawfully applicable to the purposes of the fiscal year 2020 (see Exhibit A). This request includes advances of special assessments.

SECTION 2. That the Clerk of Council is hereby authorized to furnish a certified copy of this Resolution to the County Fiscal Officer.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and for the further reason that it is immediately necessary to obtain the above mentioned advances in order to provide for proper financing of the City's obligations, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED:
APPROVED:

1st reading: 11.18.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

Cuyahoga County Budget Commission

**Real Property
Tax Advance Schedule
Calendar Year 2020**

Real property

1st Half Collection Closing Date **1/23/2020**

First Half Advance #1 Deposit Date 1/15/2020

First Half Advance #2 Deposit Date 2/14/2020

1st Half Settlement Deposit Date 3/13/2020

2nd Half Collection Closing Date **7/16/2020**

Last Half Advance Deposit Date 7/15/2020

2nd Half Settlement Deposit Date 8/14/2020

Important:

Taxing authorities wishing to receive tax advances in 2020 must submit a resolution to the County Budget Commission by 12/31/2019.

CITY OF FAIRVIEW PARK

ORDINANCE NO. 19-55

REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE WEST 213th STREET WATER LINE REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW PARKWAY AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY

WHEREAS, it has been determined that the water mains, street pavement, and portions of the street base on West 213th Street between Fairview Parkway and Hillsdale Avenue are in need of repair or replacement requiring the City Engineer to prepare plans and specifications and provide construction administration services for said work.

WHEREAS, the City of Cleveland has awarded funding in the amount not to exceed \$403,450 for eligible water line replacement costs.

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

SECTION 1. That the City Engineer is hereby authorized and directed to prepare plans and specifications and provide construction administration services for the replacement of certain water mains and repair of the pavement and portions of the street base on West 213th Street between Fairview Parkway and Hillsdale Avenue.

SECTION 2. That the City Engineer shall be paid for the services rendered in accordance with his contract with the City in amount not to exceed \$76,000 to be paid from the Water Line Reconditioning Fund (550) and the Capital Projects Fund (811).

SECTION 3. Funding will be obtained, in part, from the City of Cleveland to reimburse the City of Fairview Park for the cost of the preparation of the plans and specifications for the water line replacement portion of the project.

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the work be started as soon as possible to ensure the delivery of potable water; and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.04.19
2nd reading: 11.18.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**2020 WEST 213TH STREET WATER MAIN REPLACEMENT AND PAVEMENT RESURFACING
PRELIMINARY ESTIMATE OF PROBABLE COSTS
CITY OF FAIRVIEW PARK, OHIO
OCTOBER 29, 2019**

STREET	WORK LIMITS	COST ALLOCATED TO:	TYPE OF WORK	PROBABLE CONSTRUCTION COST
West 213th Street	Fairview Parkway to Hillsdale Avenue	Cleveland Water	Replacement of 1242' of water main.	\$310,000.00
West 213th Street	Fairview Parkway to Hillsdale Avenue	City of Fairview Park	Full width pavement resurfacing and concrete repairs	\$220,000.00
Sub-total				\$530,000.00
Contingency Allowance				\$53,000.00
Sub-total Preliminary Estimate of Probable Construction Cost				\$583,000.00
Preliminary Estimate of Engineering & Construction Administration Cost				\$76,000.00
Advertising and Copy Costs (City responsibility)				\$3,000.00
GRAND TOTAL				\$662,000.00
Portion of Total Cost to be Paid by City of Cleveland Division of Water				\$385,465.00
Portion of Total Cost to be Paid by City of Fairview Park				\$276,535.00

Funding Notes:

1. This project was approved by CWD as a "combined project". CWD reimburses the City for the water main portion of the project and the City of Fairview Park funds the resurfacing portion of the project.
2. Cleveland Water Department will only reimburse the cost of the water main replacement in combined projects up to their maximum reimbursement cap. (currently \$247.00 / LF). The City of Fairview Park is responsible for any water main replacement costs that exceed the maximum cap amount.

1. This estimate of probable cost was prepared without the benefit of field work or plans.
2. All repair costs and repair quantities may change.
3. Prices are taken from the 2018 Water Line projects.

CITY OF FAIRVIEW PARK

ORDINANCE NO. 19-56

REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR

SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE WEST 213th STREET WATER MAIN REPLACEMENT & STREET RESURFACING PROJECT BETWEEN FAIRVIEW PARKWAY AND HILLSDALE AVENUE AND DECLARING AN EMERGENCY

WHEREAS, it has been determined that the water mains, street pavement, and portions of the street base on West 213th Street between Fairview Parkway and Hillsdale Avenue are in need of repair or replacement.

WHEREAS, the City of Cleveland has awarded funding in the amount not to exceed \$403,450 for eligible water line replacement costs.

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

SECTION 1. That the Director of Public Service and Development be and is hereby authorized to advertise and accept bids for replacement of certain water mains and repair of the pavement and portions of the street base on West 213th Street between Fairview Parkway and Hillsdale Avenue.

SECTION 2. That the Mayor is hereby authorized to enter into contract with the lowest responsive and responsible bidder for the replacement of certain water mains and repair of the pavement and portions of the street base on West 213th Street between Fairview Parkway and Hillsdale Avenue as determined by the Board of Control.

SECTION 3. In accordance with Section 153.12 of the Ohio Revised Code, no contract shall be entered into for a price that exceeds the City Engineer's estimated cost by more than ten percent.

SECTION 4. The City Engineer's estimated cost of this water line replacement and street resurfacing project is \$659,000 and will be appropriated from the Water Line Reconditioning Fund (550) and Capital Projects Fund (811).

SECTION 5. Funding will be obtained, in part, from the City of Cleveland to reimburse the City of Fairview Park for the cost of construction for the water line replacement portion of the project.

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

SECTION 7. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the work be started as soon as possible to ensure the delivery of potable water; and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor, otherwise from and after the earliest period allowed by law.

PASSED:

1st reading: 11.04.19

APPROVED:

2nd reading: 11.18.19

3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**2020 WEST 213TH STREET WATER MAIN REPLACEMENT AND PAVEMENT RESURFACING
PRELIMINARY ESTIMATE OF PROBABLE COSTS
CITY OF FAIRVIEW PARK, OHIO
OCTOBER 29, 2019**

STREET	WORK LIMITS	COST ALLOCATED TO:	TYPE OF WORK	PROBABLE CONSTRUCTION COST
West 213th Street	Fairview Parkway to Hillsdale Avenue	Cleveland Water	Replacement of 1242' of water main.	\$310,000.00
West 213th Street	Fairview Parkway to Hillsdale Avenue	City of Fairview Park	Full width pavement resurfacing and concrete repairs	\$220,000.00
Sub-total				\$530,000.00
Contingency Allowance				\$53,000.00
Sub-total Preliminary Estimate of Probable Construction Cost				\$583,000.00
Preliminary Estimate of Engineering & Construction Administration Cost				\$76,000.00
Advertising and Copy Costs (City responsibility)				\$3,000.00
GRAND TOTAL				\$662,000.00
Portion of Total Cost to be Paid by City of Cleveland Division of Water				\$385,465.00
Portion of Total Cost to be Paid by City of Fairview Park				\$276,535.00

Funding Notes:

1. This project was approved by CWD as a "combined project". CWD reimburses the City for the water main portion of the project and the City of Fairview Park funds the resurfacing portion of the project.
2. Cleveland Water Department will only reimburse the cost of the water main replacement in combined projects up to their maximum reimbursement cap. (currently \$247.00 / LF). The City of Fairview Park is responsible for any water main replacement costs that exceed the maximum cap amount.

1. This estimate of probable cost was prepared without the benefit of field work or plans.
2. All repair costs and repair quantities may change.
3. Prices are taken from the 2018 Water Line projects.

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-57
REQUESTED BY: SHAWN LEININGER, SERVICE & DEVELOPMENT DIRECTOR
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE CITY DIRECTORS TO PARTICIPATE IN VARIOUS COOPERATIVE PURCHASING PROGRAMS, AND DECLARING AN EMERGENCY.

WHEREAS, the Home Rule powers of the Ohio Constitution grant power to the City of Fairview Park to participate in joint purchasing programs; and

WHEREAS, the Ohio Department of Administration (ODAS), Ohio Department of Transportation (ODOT), General Services Administration (GSA), U.S. Communities Government Purchasing Alliance, Sourcewell (formerly the National Joint Powers Alliance), National Institute of Government Purchases (NIGP), the National Purchasing Partners (NPP), and any other Governmental Cooperative Programs are non-profit instruments of the government that assists local and state agencies in reducing the costs of purchased goods through the purchasing power of public agencies nationwide through competitively solicited contracts; and

WHEREAS, Council desires to authorize the City Directors to participate in these programs for the purchase of goods on behalf of the City of Fairview Park for calendar years 2020 and 2021.

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

SECTION 1. That Council, pursuant to the Home Rule authority granted to it by the Ohio Constitution, hereby authorizes the Directors to continue to participate in the Ohio Department of Administration (ODAS), Ohio Department of Transportation (ODOT), General Services Administration (GSA) U.S. Communities Government Purchasing Alliance, National Joint Powers Alliance (NJPA), National Institute of Government Purchases (NIGP), National Purchasing Partners (NPP) and any other Governmental Cooperative Purchasing Programs for the calendar years 2020 and 2021.

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that it is immediately necessary to continue the efficiency of the City of Fairview Park, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it take effect and be in force from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.04.19
2nd reading: 11.18.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council