

CFDA No. 20.205

PROJECT NAME

100035

PID NUMBER

32159

AGREEMENT NUMBER

2018
Avon Citywide Bicycle + Multi-Use Path Master Plan
City of Avon

Transportation for Livable Communities Initiative Planning Study LPA AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, *1980 West Broad Street, Columbus, Ohio 43223*; the **City of Avon**, hereinafter referred to as the LPA, *36080 Chester Road, Avon, Ohio 44011*; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as NOACA, *1299 Superior Avenue, Cleveland, Ohio, 44114*.

1. PURPOSE

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Surface Transportation Program and the funds apportioned to Ohio under Section 133 are administered by ODOT.
- 1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 A project for the **Avon Citywide Bicycle + Multi-Use Path Master Plan**, ("STUDY") has been selected for funding through the NOACA Transportation for Livable Communities Initiative ("TLCI") program, having received Federal Highway Administration, ("FHWA"), approved authorization. The detailed scope of this project is contained within Attachment 1, Exhibit A, to this agreement.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

2. LEGAL REFERENCES

- 2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. FUNDING

- 3.1 The total cost for the STUDY is estimated to be **\$75,000**. ODOT shall provide to the LPA **80%** percent of the eligible costs, up to a maximum of **\$30,000** in Federal funds. This maximum amount reflects the funding limit for the STUDY set by NOACA. Funding will be 100% local after the NOACA awarded TLCI funds are expended.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the STUDY, including all cost overruns and contractor claims.

- 3.3 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the STUDY and are to be eligible, allowable, allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of NOACA and ODOT, pay directly to the LPA's consultant ("Consultant"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Consultant paid directly, Attachment 1, Exhibit C, to this Agreement shall be completed and submitted and made part of this agreement. The Consultant shall also be required to establish Electronic Funds Transfer with the State of Ohio.
- 3.5 Invoices for reimbursement may be submitted monthly, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by NOACA and ODOT.
- 3.6 All invoices shall be paid within thirty (30) days following ODOT's receipt of a complete and valid invoice. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide NOACA with a clear statement regarding any specific cost ineligibility, or inform NOACA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. NOACA will be responsible to resolve identified deficiencies with the LPA. If such notification is sent, the required payment date shall be thirty (30) days after ODOT's receipt of the corrected invoice.
- 3.7 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to NOACA a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited. NOACA will approve the final invoice and forward to ODOT for final payment in accordance with the provisions established in sections 3 and 4 of this agreement.
- 3.8 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 3.9 Request for reimbursement to the LPA or its consultant and copies of all final reports shall be submitted to:

NOACA:

Jim Thompson
NOACA
1299 Superior Avenue
Cleveland, OH 44114
jthompson@mpo.noaca.org
(216) 241-2414, ext. 275

ODOT:

Leslie Farley
Ohio Department of Transportation District 3
906 Clark Ave.
Ashland, OH 44805
Leslie.Farley@dot.ohio.gov
(419) 207-7170

3.10 Reimbursement to the LPA shall be submitted to:

Ryan Cummins, P.E.
City Engineer
36080 Chester Road
Avon, OH 44011
cummins@cvelimited.com
(440) 937-7800

4. OBLIGATIONS OF THE LPA AND NOACA

- 4.1 The LPA may engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.
- 4.2 The NOACA TLCI Program Grant Conditions contained in Attachment 1, Exhibits A-F, to this agreement, describe the conditions set forth by NOACA in administration of the STUDY by the LPA. These conditions shall be adhered to by the LPA, with oversight by NOACA, to ensure the effective administration of the STUDY.
- 4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made prior to submittal to NOACA. The LPA shall submit to NOACA a written request for reimbursement, utilizing the Invoice for Federal Reimbursement form (Exhibit E), of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above. NOACA shall review and approve the written request for reimbursement and send to ODOT for final approval and payment.

5. CERTIFICATION AND RECAPTURE OF FUNDS

- 5.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 5.2 Unless otherwise directed by NOACA or ODOT, if for any reason the STUDY is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the STUDY. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the STUDY.

6. EXPIRATION AND TERMINATION PROVISIONS

- 6.1 This Agreement and obligation of the parties herein may be terminated by any party with thirty (30) days written notice to the other party. In the event of termination, the LPA shall

cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

- 6.2 In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
- 6.3 If in the event that any dispute arises between ODOT, NOACA and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of the Ohio Department of Transportation.

7. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

8. NOTICE

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

If to the LPA:

Ryan Cummins, P.E.
City Engineer
36080 Chester Road
Avon, OH 44011
cummins@cvelimited.com
(440) 937-7800

If to ODOT:

Leslie Farley
906 Clark Ave.
Ashland, OH 44805
Leslie.Farley@odot.state.oh.us
(419) 207-7170

If to NOACA:

Jim Thompson
1299 Superior Avenue
Cleveland, OH 44114
jthompson@mpo.noaca.org
(216) 241-2414 x275

9. GENERAL PROVISIONS

- 9.1 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

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

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

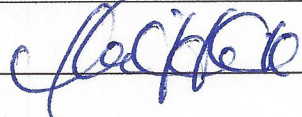
(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 9.2 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 9.3 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 which requires non-Federal entities that expend \$500,000.00 or more in a year in Federal awards must have a single or program-specific audit conducted for that year.
- 9.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT, NOACA and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of STUDY expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 9.5 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

- 9.6 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 9.7 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.
- 9.8 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
10. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE
- 10.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the STUDY by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to NOACA, ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the STUDY, shall relinquish any such protections should they exist.
- 10.2 The LPA shall not allow its consultants or contractors to utilize within the development of the STUDY any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the STUDY shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the STUDY.

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

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By: 	By:
Legal Counsel	Executive Director
Date: 9/26/18	Date:
LPA: CITY OF AVON	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Director
Date:	Date:

Attachment (1):

Northeast Ohio Areawide Coordinating Agency (NOACA) Transportation for Livable Communities Initiative Program Grant Conditions, Exhibits A-F.

ATTACHMENT 1

Northeast Ohio Areawide Coordinating Agency (NOACA) Transportation for Livable Communities Initiative Program Grant Conditions

- Exhibit A – Scope of Services
- Exhibit B – Approved Deliverables/Budget Estimate
- Exhibit C – NOACA Direct Pay Form
- Exhibit D – Invoice for Federal Reimbursement
- Exhibit E – Monthly Status Report
- Exhibit F – NOACA Board of Directors Resolution 2018-012

EXHIBIT A

Scope of Services

I. General: The work to be accomplished is in support of the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors' Resolution No. 2017-026: *Transportation for Livable Communities Initiative (TLCI) Program Awards* (Exhibit F).

To manage the TLCI program, NOACA has set up a federal grant using U.S. Department of Transportation Federal Highway Administration Surface Transportation Program (STP) Funds. For purposes of this document, NOACA is the grantor and the communities and agencies that will receive the funds are the subgrantees.

II. Area Covered: All necessary services provided in this subgrant contract will support the study of TLCI related programs and projects within the jurisdiction of the LPA.

III. Goal: The TLCI Planning Grant Program provides federal funding assistance for communities and public agencies to conduct or contract for planning transportation improvements that help advance the Initiative's goals. The TLCI provides federal funding or technical assistance for planning transportation projects that support NOACA's long-range transportation goals and the following objectives:

- Develop transportation projects that provide more travel options through complete streets and context sensitive solutions, increasing user safety and supporting positive public health impacts
- Promote reinvestment in underutilized or vacant/abandoned properties through development concepts supported by multimodal transportation systems
- Support economic development through place-based transportation and land use recommendations, and connect these proposals with existing assets and investments
- Ensuring that the benefits of growth and change are available to all members of a community by integrating principles of accessibility and environmental justice into projects
- Enhance regional cohesion by supporting collaboration between regional and community partners
- Provide people with safe and reliable transportation choices that enhance their quality of life

IV. Role of NOACA as Partner: The LPA shall work with NOACA as a project partner, conferring with NOACA on approval of all scopes of services, request for proposals, and deliverables, and including NOACA in all project meetings. NOACA will provide timely coordination and services in support of project deliverables in its role as project partner.

To ensure TLCI program objectives are being met, NOACA approval is required for each milestone listed below. If milestones are not met, NOACA reserves the right to withhold payment or cancel the agreement.

TLCI Milestones, to commence once TLCI agreement is executed:

1. NOACA review and approval of consultant scope of services and contract.
2. TLCI project kick off meeting between Local Public Agency, NOACA, and Consultant
3. NOACA participation in and approval of TLCI public engagement process and related materials, including:

- a. steering committee (if applicable as agreed upon between NOACA and LPA) inclusive of NOACA
- b. stakeholder list and schedule of meetings
- c. public engagement process, including at least 3 public meetings where the sole focus is on the TLCI planning study that achieves the following intent:
 - i. Present and accept public comment on existing conditions, key issues, and background
 - ii. Present and accept public comment on developed alternatives
 - iii. Present and accept public comment on recommendations and implementation plan.
- d. Media, press releases and other widespread external communications and events
- 4. First Draft Review of plan, and any subsequent working drafts produced thereafter, for review/comment by NOACA, LPA, and stakeholders, including:
 - a. concept review
 - b. countermeasures
 - c. cost estimate
- 5. Final Draft Review of plan for review/comment by NOACA, LPA, and stakeholders, including disposition of comments from First Draft Review. This will result in NOACA approval of the Final Draft of the document before it goes to any structured municipal council, committee, or administrator for official approval or passage.
- 6. Intermediate milestones as defined by all parties at the TLCI project kick off meeting may be added on a per project basis.

V. Time of Performance: The effective date of this Agreement shall be as of the last signature obtained for execution. All services performed under this agreement shall be complete within 18 months of said effective date. Failure to perform in a timely manner, including submission of all monthly Status Reports (Exhibit E) and other required reports, shall entitle NOACA to terminate this Agreement immediately.

VI. SCOPE OF SERVICES:

[Incorporate NOACA approved Scope of Services directly under this section, not attached separately]

EXHIBIT A – SCOPE OF SERVICES

TLCI Planning Study for the City of Avon Active Transportation and Safe Routes to School Travel Plan

Project Description:

The City of Avon has been awarded a NOACA TLCI Planning Grant to develop an Active Transportation Plan that combines the components of a Safe Routes to School Travel Plan with those of a pedestrian, bicycle and/or multi-use Master Plan.

The process we envision is to develop a Safe Routes to School Travel Plan for Avon East Elementary, Avon Heritage Elementary and Avon Middle School, in addition to exploring multi-modal connectivity options to community assets (parks, municipal centers, etc...) , community destinations (major employers, health care facilities, etc...) and analyzing the existing pedestrian and bicycle network for gaps or deficiencies. The plan would be conducted through a collaborative process with our stakeholders where it would be necessary to reference zoning, review land use patterns and map out future growth areas. The result will be better connections for community residents to reach jobs, community services, commercial centers, schools and parks.

The desired outcome would be a comprehensive Pedestrian, Bicycle and Multi-Use Path Master Plan which include a SRTS Travel Plan for each of the three identified schools addressing the 6 E's (Engineering, Education, Encouragement, Enforcement, Evaluation and Equity) of the safe routes to schools program and recommendations of the Plan will be used for future infrastructure and non-infrastructure improvements. Implementation strategies will be developed as part of this plan to determine how to integrate various transportation alternatives into multi-modal corridor designs, improve safety in all modes through non-infrastructure remediation, and ensure that both city and school policies and procedures, including those referencing land use, zoning and development, support safe, reliable, and healthy transportation choices.

Services/Deliverables:

1. Project Initiation/Kickoff Meeting
 - Review Overview Map
 - Review Existing Radius Maps
 - Review Previously Obtained Student Data
 - Review NOACA Lorain County Bicycle Plan
 - Project Kickoff Meeting – Set Agenda for Study
 - i. Develop Project Work Schedule
 - ii. Identify Stakeholders (School and Community)
 - iii. Identify Study Area
2. Public/Community Engagement Plan/Stakeholder Meeting
 - Target audiences
 - Type(s) of outreach
 - Develop and Initiate Community Engagement Plan
(Includes at least 3 meetings with the public for input, education, and feedback)
 - Hold Stakeholder Meetings to receive public input
 - Core Team revised and approves Purpose and Need Statement.
3. Existing Conditions Research/Discovery
 - Related plans/studies (To be Provided by the City and/or NOACA)

- Planned projects (To be Provided by the City and/or NOACA)
 - Relevant legislation (To be Provided as Requested by the Consultant)
 - Collect Student Data (As Needed)
 - Identify Community Assets to Connect
 - Identify Corridors/Study Areas
4. Technical Analysis
 - Analyze Student Data for SRTS Plan
 - Review and assess impact of plans, studies, projects and legislation from research
 - Review public input/comments and recommendations
 - Identify Major Corridors for Connectivity (i.e. available right of way, pavement width, utilities, drainage type (open vs. closed))
 5. Idea Generation
 - Identify Gaps in Existing Network based on Analysis and Conditions
 - Identify policy change/recommendations
 - Identify potential strategies/actions for 6 E's
 - Prepare Master Plan based on Analysis and Conditions
 - Identify measures/evaluation methods
 6. Development of Alternatives/Planning Level Costs
 - Prepare Base Map and Typical Sections (GIS Based)
 - Develop Decision Matrix on Feasibility of Alternatives/Corridors
 - Develop Cost Estimates
 - Identify Various Funding Sources
 7. Plan Draft
 - Develop draft strategies/action recommendation for 6 E's
 - Develop evaluation/impact measurement methods
 - Schedule for review/comment/edit of draft plan established
 8. Finalized Plan
 - Planning Approach/Process Documentation
 - Existing Conditions
 - Alternatives/Planning Level Costs
 - Strategy/Action Recommendations (including estimates)
 - Implementation (Short, Medium and Long Term)
 - Evaluation/Impact measurement methods
 - Potential Funding Sources
 9. Presentation of the Plan to Community
 - City of Avon Council Adopts Plan
 - City of Avon School Board Adopts Plan

EXHIBIT B

Approved Deliverables/Budget Estimate

[Incorporate NOACA approved Deliverables/Budget Estimate directly under this section, not attached separately]

EXHIBIT B – DELIVERABLES/BUDGET ESTIMATE

TLCI Planning Study for the City of Avon Active Transportation and Safe Routes to School Plan

Deliverable	Description	Percentage of Work (%)	Total Phase Cost (\$)
1 - Project Initiation/Kickoff Meeting	Review Overview Map Review Existing Radius Maps Review Student Data Review NOACA Lorain County Bicycle Plan Project Kickoff Meeting – Set Agenda for Study Develop Project Work Schedule Identify Project Stakeholders Identify Study Area	9.2%	\$5,000
2 – Public/Community Engagement Plan/Stakeholder Meeting	Target Audiences Types of Outreach Project Stakeholder Meeting Develop and Initiate Community Engagement Plan Core Team Develops Draft Purpose and Need Statement Hold Stakeholder Meeting Core Team Revises and Approves Purpose and Need Statement	9.2%	\$12,000
3 -Existing Conditions Research/Discovery	Related Plans and Studies Planned Projects Relevant Legislation Review Student Data Identify Community Assets to Connect Identify Corridors and Refine Study Areas	14.6%	\$10,000
4 - Technical Analysis	Analyze Student Data Review and Assess Impacts of Plans, Studies, Projects and Legislation Review Public Input/Comments and Recommendations Identify Major Corridors for Connectivity	19.1%	\$13,000

5 – Idea Generation	Identify Gaps in Existing Network Identify Policy Changes/Recommendations Identify Potential Strategies/Actions for 6E's Prepare Master Plan Identify Measures/Evaluation Methods	12.7%	\$13,000
6 – Development of Alternatives/Planning Level Costs	Prepare Base Map and Typical Sections (GIS Based) Develop Matrix on Feasibility of Alternatives/ Corridors Develop Cost Estimates Identify Various Funding Sources	18.4%	\$10,000
7 – Plan Draft	Develop Draft Strategies/Actions Recommendation for 6E's Develop Evaluation/Impact Measurement Methods Schedule for Review/Comment/Edit of Draft Plan Established	10.2%	\$8,000
8- Finalize Plan	Planning Approach/Process Documentation Existing Condition Alternatives/Planning Level Costs Strategy/Action Recommendations Implementation (Short, Medium and Long Term) Evaluation/Impact Measurement Methods Potential Funding Sources	4.8%	\$3,000
9- Presentation of the Plan to the Community	City of Avon Council Adopts Plan City of Avon School Board Adopts Plan	1.8%	\$1,000
Total		100%	\$75,000

EXHIBIT C

NOACA Direct Pay Form

PROJECT NAME: NOACA 2018 TLCI – Avon Citywide Bicycle + Multi-Use Path Master Plan
ODOT PID #: 100035
AGREEMENT NUMBER: 32159

DIRECT PAYMENT OF TLCI CONSULTANT

The TLCI program is an element of the ODOT approved SFY 2019 Work Program as referenced, and administered in accordance with, the 2017 NOACA and ODOT Biennial Agreement #30091. At the direction of NOACA and the LPA, with approval from ODOT, payment for work performed under the terms of the TLCI Contract shall be paid directly by ODOT to the Consultant in accordance with the cost sharing provisions of this Contract and the approved SFY 2018 NOACA Work Program. The invoice package shall be prepared by the LPA as defined in this Contract, and shall indicate that the payment is to be made to the Consultant. The invoice must state the Consultant's name, mailing address and Ohio OAKS Vendor ID number. Separate invoices shall be submitted for payments that are to be made to the Consultant from those that are to be made to the LPA.

We, The CITY OF AVON, request that all payments for the Federal share of the eligible costs of this agreement performed by Consultant Name be paid directly to Consultant Name.

Consultant's Name: Consultant Name
Oaks Vendor ID: XXXXXXXXXXXXXXXX
Mailing Address: XXXXXXXXXXXXXXXX

Approved, Project Manager, CITY OF AVON

Approved, Leslie Farley, ODOT District 3

EXHIBIT D

Transportation for Livable Communities Initiative Project Avon Citywide Bicycle + Multi-Use Path Master Plan Invoice for Federal Reimbursement

Invoice #: <i>(Please number consecutively P1, P2, etc.)</i>	TLCI-18-AVN-P#
Submitted By	Project Manager, LPA Name
Submitted To	Kate Moening
Date	Date Signed and Submitted TO NOACA

Invoice and Project Schedule		Consultant	
ODOT Encumbrance #	XXXXX	Name	XXXXXXXXXXXX
NOACA Agreement #	32159	# and Street	XXX XXXXXXXX
ODOT PID #	100035	City	XXXXXXXXXXXX
OAKS ID #	XXXXXXXXXXXX	State, Zip Code	XX, XXXXX

City of Avon CERTIFICATION

This is to certify that the work as shown on the attached Invoice and Project Schedule has been completed and in no way represents any degree of duplication of payments that have been or will be received and that all the work covered by this invoice has been performed in accordance with the referenced Agreement.

NOTE: Invoices cannot exceed the encumbered amount of \$ 30,000

Payment Item	Participation %		Current Invoice	Total Previous Payments	Total Work Completed
Cost of Completed Deliverables	Total (100%)		\$0.00	\$0.00	\$0.00
	Federal	Local			
NOACA/Federal STBG (SAC 4TA7)	(80%)		\$0.00	\$0.00	\$0.00
Sponsor Local Participation		(20%)	\$0.00	\$0.00	\$0.00
AMOUNT REQUESTED			\$0.00		

- ☐ Check here if consultant invoice is included (required for reimbursement)
- ☐ Check here if proof of payment (e.g. cancelled check) is included (if applicable)
- ☐ Check here if this is the FINAL INVOICE for this project.

The Project Sponsor has reviewed this invoice and recommends payment of the amounts shown above.

By: _____ Date: _____
Project Sponsor Signature

The NOACA Division of Programming has reviewed this invoice and recommends payment of the amounts shown above.

By: _____ Date: _____
NOACA TLCI Programming Project Manager

The ODOT District has reviewed this invoice in accordance with the Department's written procedures and recommends payment of the amount shown.

By: _____ Date: _____
ODOT Project Manager

EXHIBIT E

Transportation for Livable Communities Initiative Project Monthly Status Report

Submitted By: Project Manager, CITY OF AVON

Submitted To: Kate Moening, NOACA TLCI Project Manager

Date:

Report #: TLCI-18-AVN-R1

(Please number consecutively R1, R2, etc.)

NOACA 2017 TLCI – Carnegie Avenue Master Plan

PID #: 100035

Agreement #: 32159

Total Project Budget: \$75,000

Federal Share: \$30,000

Local Share: \$45,000

Work Completed This Month:

Work Anticipated This/Next Month:

Problems Encountered or Anticipated:

EXHIBIT F

NOACA Board of Directors Resolution



NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

MEMORANDUM

TO: NOACA Board of Directors

FROM: Grace Gallucci, Executive Director

DATE: March 2, 2018

RE: **Resolution 2018-012: Transportation for Livable Communities Initiative (TLCI) Project Recommendations**

ACTION REQUESTED

The Board of Directors is asked to approve the 2018 Transportation for Livable Communities Initiative (TLCI) project recommendations.

The Planning and Programming Committee support this recommendation.

BACKGROUND/JUSTIFICATION FOR CURRENT ACTION

NOACA's Transportation for Livable Communities Initiative (TLCI) provides assistance to communities for integrated transportation and land use planning and projects that strengthen community livability. TLCI advances the goals of NOACA's Regional Strategic Plan by:

- Developing transportation projects that provide more travel options through complete streets and context sensitive solutions, increasing user safety and supporting positive public health impacts
- Promoting reinvestment in underutilized or vacant/abandoned properties through development concepts supported by multimodal transportation systems
- Supporting economic development through place-based transportation and land use recommendations, and connect these proposals with existing assets and investments
- Ensuring that the benefits and burdens of growth, change and transportation projects are distributed equitably by integrating accessibility and environmental justice into projects
- Enhancing regional cohesion by supporting collaboration between regional and community partners
- Provide people with safe and reliable transportation choices that enhance their quality of life

The TLCI Program has two components: The TLCI Planning Studies Program and the TLCI Implementation Program. The TLCI Planning Studies Program assists communities to develop transportation planning studies that facilitate and promote sustainable development, multimodal transportation, and complete and green streets. The TLCI Implementation Program provides funding assistance for communities to implement priority projects identified in TLCI or TLCI-like community developed plans.

An application round was opened for both planning studies and implementation projects on August 11, 2017. On October 6, 2017, NOACA received 31 applications: 14 planning study applications totaling around \$1.1 million in requested funding and 17 implementation project applications totaling around \$5.5 million in requested funding. All applications were evaluated based on the criteria established in the TLCI Policy. Recommendations for both the planning and implementation projects are attached.

FINANCIAL IMPACT

This action recommends \$2,057,200 (\$2M annual allocation and \$57,200 in carryover) in available funding for the 2018 TLCI program to be awarded to the recommended projects. The TLCI program is funded by an annual set aside from NOACA's Surface Transportation Block Grant (STBG) program funds during the development of NOACA's annual OWP and biennial TIP.

CONCLUSION/NEXT STEPS

With Board approval, the TIP will be amended to incorporate the approved projects and NOACA staff will work with project sponsors to implement.

GG/rl/3002b

Attachment 1 – Recommended TLCI Planning Projects

Attachment 2 – Recommended TLCI Implementation Projects

**RESOLUTION NO. 2018-012
(TLCI PROJECT RECOMMENDATIONS)**

Attachment 1 – Recommended TLCI Planning Projects

2018 TLCI Planning Studies Applications Recommendations				
Project Sponsor	Study Name	Total Project Cost	NOACA Funding Requested	NOACA Recommended Funding
Projects Recommended for Funding				
Avon	Avon Active Transportation and Safe Routes to School Plan	\$ 75,000	\$ 50,000	\$ 30,000
Cleveland	Vision for the Valley	\$ 250,000	\$ 150,000	\$ 125,000
Cleveland Heights	Mayfield Road Study Extension	\$ 20,000	\$ 20,000	\$ 20,000
Maple Heights	Southgate Connectivity Study	\$ 80,000	\$ 80,000	\$ 80,000
Painesville	Painesville Complete Street and Connectivity Plan	\$ 85,000	\$ 85,000	\$ 85,000
Willowick	Willowick Lakefront Connectivity and Downtown Redevelopment TLCI Plan	\$ 84,000	\$ 79,000	\$ 79,000
TOTAL		\$ 594,000	\$ 464,000	\$ 419,000

Attachment 2 – Recommended TLCI Implementation Projects

2018 TLCI Implementation Projects Recommendations				
Project Sponsor	Project Name	Total Project Cost	NOACA Funding Requested	NOACA Recommended Funding
Projects Recommended for Funding				
Cleveland	Lorain Ave. Road Diet W117 to W65	\$ 3,800,000	\$ 587,240	\$ 300,000
Cuyahoga County	Cleveland Bike Share	\$ 591,000	\$ 284,200	\$ 284,200
Elyria	Downtown Elyria Revitalization and Connectivity (Phase 3)	\$ 300,000	\$ 240,000	\$ 177,000
Fairview Park	Center Ridge Road Complete Streets	\$ 350,000	\$ 350,000	\$ 159,000
North Royalton	Bennett Rd. Multi-Use Trail Extension	\$ 141,000	\$ 121,000	\$ 141,000
Painesville	North Park Place Transportation and Streetscape Enhancement	\$ 506,700	\$ 150,000	\$ 150,000
Parma Heights	Pearl Road: Complete and Green Streets Phase 2	\$ 545,000	\$ 545,000	\$ 250,000
Rocky River	Detroit Road Pedestrian Improvements	\$ 177,000	\$ 177,000	\$ 177,000
TOTAL		\$ 6,410,700	\$ 2,454,440	\$ 1,638,200

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY**

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (NOACA) is the Metropolitan Planning Organization (MPO) for the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, and the City of Cleveland; and the areawide water quality management agency for the same region; and

WHEREAS, NOACA's Transportation for Livable Communities Initiative (TLCI) provides assistance to communities for integrated transportation and land use planning and projects that strengthen community livability; and

WHEREAS, the TLCI Program has two components: The TLCI Planning Studies Program and the TLCI Implementation Program; and

WHEREAS, the TLCI Planning Studies Program assists communities to develop transportation planning studies that facilitate and promote sustainable development, multimodal transportation, and complete and green streets. The TLCI Implementation Program provides funding assistance for communities to implement priority projects identified in TLCI or TLCI-like community developed plans; and

WHEREAS, the TLCI program is funded by an annual set aside of \$2,000,000 from NOACA's Surface Transportation Block Grant (STBG) program funds approved in the NOACA's 2018-2021 Transportation Improvement Program (TIP) (Resolution 2017-024) and the 2018 Overall Work Program (OWP) (Resolution 2017-017); and

WHEREAS, an application round was opened for both planning studies and implementation projects on August 11, 2017. On October 6, 2017, NOACA received 31 applications: 14 planning study applications totaling around \$1.1 million in requested funding and 17 implementation project applications totaling approximately \$5.5 million in requested funding; and

WHEREAS, all applications were evaluated based on the criteria established in the TLCI Policy; and

WHEREAS, this action recommends \$2,057,200 (\$2M annual allocation and \$57,200 in carryover) in available TLCI program funding to be awarded to the recommended projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northeast Ohio Areawide Coordinating Agency, consisting of forty-five principal officials serving general purpose local governments throughout and within the counties of Cuyahoga, Geauga, Lake, Lorain, Medina and City of Cleveland that:

Section 1: Projects and funding amounts contained in Attachment 1 and 2 are approved and will be amended for inclusion to the NOACA 2018-2021 Transportation Improvement Program (TIP).

Section 2: The Executive Director is authorized to enter into contracts with appropriate entities, as needed, to implement the approved projects.

Section 3: The Executive Director is authorized to transmit a certified copy of this resolution to appropriate Federal, State, and local agencies.

**RESOLUTION NO. 2018-012
(TLCI PROJECT RECOMMENDATIONS)**

Certified to be a true copy of a Resolution of the
Governing Board of the Northeast Ohio Areawide
Coordinating Agency adopted this 9th day of March,
2018.

Secretary: 

Date Signed: 3-9-18