

**FINANCE COMMITTEE AGENDA**  
**March 25, 2024**  
**Council Rotunda**

**Finance Committee (6:00 p.m.)**

1. Assignment of Requests for Council Action
2. 24-067-3/25 – Budget Amendments  
  
2024-016 – Various  
2024-017 – Van Epp Donation  
2024-018 – Donation – Fire Department  
2024-019 – Donation – Police Department
3. 24-068-3/25 – Amend P.O. 178-23 – PY22 CHIP Rehab – 137 Oakleigh Dr.
4. 24-069-3/25 – Then & Now – Rea & Associates
5. 24-070-3/25 – Resolution of Support – America250-OH
6. 24-071-3/25 – Increase Expenditure – Signal Service Co.
7. 24-072-3/25 – ODOT State Bike Route 71 – Realignment Request
8. 24-073-3/25 – Cooperative Purchase 2024 Ford F-350 – Forestry
9. 24-074-3/25 – Amend Ord. 84-23 – Municipal Pool Rates
10. 24-075-3/25 – Amend Ord. 113-22 – MCRC Membership Rates
11. 24-076-3/25 – Amend Ord. 9-22 – MCRC Facility Rental Rates
12. 24-077-3/25 – Construction Manager at Risk – Municipal Court Renovation-Job #1104
13. 24-078-3/25 – Engineering Design Services for US 42 Resurfacing
14. 24-079-3/25 – Increase P.O. #2024-1068 – Coulter Ventures – Grants
15. 24-080-3/25 – Sale of Fire Dept. Trailer to EMA
16. 24-081-3/25 – Transfer of Medina City Parking Lot

## **REQUESTS FOR COUNCIL ACTION/DISCUSSION**

### **Finance Committee**

- 24-067-3/25 – Budget Amendments
- 24-068-3/25 – PY22 CHIP Rehab – Amend Ord. 178-23 – 137 Oakleigh Dr.
- 24-069-3/25 – Then & Now – Rea and Associates – 2023 Audit
- 24-070-3/25 – Resolution supporting America250-OH
- 24-071-3/25 – Increase P.O. – Signal Service Co.
- 24-072-3/25 – Amend Ord. 124-18 – ODOT State Bike Route 71 – Realignment
- 24-073-3/25 – Purchase 2024 Ford F-350 – Forestry
- 24-074-3/25 – Amend Ord. 84-23 – Municipal Pool Rates
- 24-075-3/25 – Amend Ord. 113-22 – MCRC Membership Rates
- 24-076-3/25 – Amend Ord. 9-22 – MCRC Facility Rental Rates
- 24-077-3/25 – Construction Manager at Risk: Municipal Courthouse Renovation
- 24-078-3/25 – Engineering Design Services for US 42 Resurfacing
- 24-079-3/25 – Increase P.O. #2024-1068 – Coulter Ventures (Rogue Fitness)
- 24-080-3/25 – Sale of Fire Department Trailer to EMA
- 24-081-3/25 – Transfer of Medina City Parking Lot

3/25/24









# REQUEST FOR COUNCIL ACTION

No. RCA 24-068-3/25  
Committee: Finance

FROM: Andrew Dutton

DATE: March 7, 2024

SUBJECT: PY 2022 CHIP Rehabilitation PO Increase at 137 Oakleigh Drive, Brunswick

## SUMMARY AND BACKGROUND:

A \$46,085.00 purchase order request to Green Home Solutions for a PY22 CHIP Private Rehabilitation project at 137 Oakleigh Drive in Brunswick was approved by Ordinance 178-23 .

The project included gutter guard, front porch steps and front porch handrail, install new vinyl replacement windows, new insulated doors and storm door, new natural gas hot water heater with power vent, drain lines in basement, sump pump, dryer vent and combustion, install new electric service panel, new electric meter and service wire, smoke detectors/carbon monoxide detectors and update miscellaneous plumbing and electrical throughout the home.

This is a request to increase the purchase order by \$2,025.00 to install a rough opening for a bay window, metal roof line trim, and 3 metal grab bars in a bathroom

Project Number: AC-22-07 (CHIP Funds)

Estimated Cost: \$48,110.00

Suggested Funding:

- sufficient funds in Account No. 139-0462-52215
- transfer needed from Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: The project is currently underway and this request will allow the contractor to continue work on the rehabilitation

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



March 7, 2024

Mr. Andrew Dutton  
Community Development Director  
City of Medina  
132 North Elmwood Avenue  
Medina, Ohio 44256  
[adutton@medinaoh.org](mailto:adutton@medinaoh.org)

Ms. Pam Plavecski  
Division of Planning  
City of Brunswick  
4095 Center Road  
Brunswick, Ohio 44212  
[pplavecski@brunswick.oh.us](mailto:pplavecski@brunswick.oh.us)

Re: City of Medina PY2022 CHIP  
Kleinfelder Project No.: 20233423.002A-6007

Dear Mr. Dutton and Ms. Plavecski:

Please be advised of Change Order #2:

**Applicant**

Alan & Christine Szelag  
137 Oakleigh Drive  
Brunswick, Ohio 44212  
**(Private Owner Rehab)**

**Amount**

\$2,025.00  
**(CHIP HOME Funds)**

**Contractor**

Green Home Solutions  
4900 Brook Park Road  
Cleveland, Ohio 44134  
**Federal Tax ID#: 27-1075386**

**Reason:**

*Description: install new rough opening for bay window; install new metal top of roof line trim on bay window and install three (3) metal grab bars in main bathroom.*

**The project is using CHIP HOME funds for Private Owner Rehab in the amount of \$2,025 (hard cost) for Change Order #2. The total project cost is estimated at \$60,610 (including \$12,500 for Kleinfelder’s soft cost and \$48,110 for hard cost).**

Should you have any questions or concerns, please do not hesitate to contact me directly at (567) 331-2679.

Sincerely,

**KLEINFELDER**

*Brandi Cowell*

Brandi Cowell  
Housing Specialist  
Representative for the City of Medina CHIP



# REQUEST FOR COUNCIL ACTION

No. RCA 24-069-3/25

FROM: Keith H. Dirham  
DATE: March 13, 2024  
SUBJECT: Authorization of a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

Committee: Finance

## SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Rea & Associates for the first payment of the 2023 audit (see attached invoice). The 2024 purchase order will not be created until Council approves the \$42,500 expenditure at the March 25, 2024 meeting. We are requesting Then and Now approval now so that vendor payment can be made as soon as that ordinance is effective on April 24, 2024.

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

## ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

**Estimated Cost: \$7,560**

## Suggested Funding:

- sufficient funds in Account No. 001-0707-52221
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: Yes

Reason: Vendor is waiting for payment. We would like to cut the check in the April 30, 2024 check write.

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord 68-24  
Date: 3-25-24



**\*\*\* Notification of Approved IPA Contract Invoice \*\*\***

Keith Dirham, Finance Director  
City of Medina  
132 N. Elmwood  
Medina, OH 44256

The following represents the billing information submitted to the Auditor of State IPA Portal for the engagement services of City of Medina for the period 01/01/2023 through 12/31/2023. This IPA contract invoice is **approved** by the Auditor of State and can be processed for payment to the IPA listed below.

This represents our 1st invoice for services in connection with the examination of the City of Medina for the period 01/01/2023 through 12/31/2023.

**IPA Contract Invoice Information**

Firm FEIN: 34-1310124  
Project Number: 06B90MEDI-FI123  
IPA Invoice Number: 5856-1363527

Engagement Services for the period of	1/11/2024 to 2/19/2024
<b>Current Invoice Amount</b>	<b>\$7,560.00</b>
Cumulative Billed	\$7,560.00
Fixed Fee Contract Amount	\$37,380.00
Percent Complete	20.22%

**Rea & Associates, Inc.** hereby certifies that all amounts set forth in this invoice are properly due and payable for work performed by either Rea & Associates, Inc. or a qualified subcontractor.

Submitted by: Zac Morris on 3/1/2024

**Please remit payment to:**

Rea & Associates, Inc.  
122 Fourth Street N. W  
PO Box 1020  
New Philadelphia, OH 44663

Email: zac.morris@reacpa.com

Invoice Amount: \$7,560.00

PO # _____	Line # _____
Partial _____	Complete _____
Date: _____	

Approved: \_\_\_\_\_

**\*\*\* Please do not send payments to Auditor of State \*\*\***

OK  
Dr. Howell  
3/18/24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-070-3/25

**FROM:** Special Projects  
**DATE:** March 18, 2024  
**SUBJECT:** Resolution in support of America250-OH

**Committee:** City Council Finance

## SUMMARY AND BACKGROUND:

Attached is a Resolution City Council is requested to adopt. It is a requirement for being selected as an AMERICA250-OH city for the Semiquincentennial of the Unites States being celebrated in 2026.

The city will be required to form a committee and host events to celebrate the US 250 anniversary, much as it did for the city bicentennial. Some may recall that Medina made national television for its parade in 1976 for the nation 200<sup>th</sup> birthday.

### Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

### Emergency Clause Requested:

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### COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**A RESOLUTION OF THE CITY OF MEDINA, IN MEDINA COUNTY, COMMONWEALTH OF OHIO, SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)**

**WHEREAS**, the Ohio legislature and the Governor created AMERICA250-OH in 2018 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

**WHEREAS**, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signatures and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

**WHEREAS**, the city will form a committee which includes participants from local governmental, cultural, civic, and corporate partners who will plan and execute activities, and

**WHEREAS**, by adoption of AMERICA250-OH Resolution we hope to educate, preserve, innovate, and celebrate.

**NOW, THEREFORE, BE IT RESOLVED, AND IT HEREBY RESOLVED**, that the City of Medina hereby endorses AMERICA250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county; and

**IT IS FURTHER RESOLVED** that a copy of this resolution be sent to the City of Medina Municipal legislative delegation and AMERICA250-OH Commission.

ADOPTED by the City of Medina of the County of Medina

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: \_\_\_\_\_

OK  
2/19/24  
3-19-24  
Hammel

# REQUEST FOR COUNCIL ACTION

No. RCA 24-071-3/25  
Finance

FROM: Nino Piccoli Service Director

DATE: March 14, 2024

SUBJECT: Expenditure Approval

## SUMMARY AND BACKGROUND:

Respectfully requesting Council's authorization to increase the Purchase Order No. 2024-1125 for Signal Service Company in the amount of \$60,000.00. The original PO was created for \$2,000.00 to pay for repairs to the City Traffic system. This expenditure will be used throughout the year for emergency repairs and maintenance to our Signal system.

Suggested Funding: \$60,000

- Sufficient funds in Account No.
- Transfer needed from Account No. 102-0145-53321 to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes

Reason: Ongoing Emergency Repairs to Traffic signal System

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## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK  
26-14-2024  
3-19-2024

# REQUEST FOR COUNCIL ACTION

No. RCA 24-072-3/25

**FROM:** Jansen Wehrley <sup>Jaw</sup>  
**DATE:** March 19, 2024  
**SUBJECT:** ODOT State Bike Route 71- Realignment Request

**Committee:** Finance

## SUMMARY AND BACKGROUND:

The Parks Department respectfully request to amend the exhibit in Resolution 124-18 and authorize the Parks and Recreation Director to submit a Bicycle Route Realignment Request to the Ohio Department of Transportation (ODOT).

State Bike Route 71 was developed in 2018 and was routed through the City of Medina utilizing North Jefferson Street. We would like to submit a realignment request so that the route utilizes the multipurpose trail on N. Court Street.

See attached.

**Estimated Cost: None**

**Suggested Funding: sufficient funds in Account No.**

- transfer needed from Account No. Carryforward to Account No.
- **NEW APPROPRIATION** needed in Account No.

**Emergency Clause Requested: NO**

**Reason:**

## COUNCIL USE ONLY:

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

*Healy Patton*

125-18  
9-10-18

RCA 18-143-8/27

**RESOLUTION NO. 124-18**

**A RESOLUTION SUPPORTING THE DEVELOPMENT  
OF SBR 71, AND REQUESTING THAT THE APPROPRIATE  
OFFICIALS SEE TO IT THAT THE ROUTE IS OFFICIALLY  
DESIGNATED BY AASHTO AND THE OHIO DEPARTMENT  
OF TRANSPORTATION.**

- WHEREAS:** Bicycle tourism is a growing industry in North America, contributing \$133 billion a year to the economies of communities that provide facilities for such tourists; and
- WHEREAS:** The American Association of State Highway and Transportation Officials (AASHTO) has designated a south-north corridor crossing north central Ohio to be developed as State Bike Route 71 (SBR 71); and
- WHEREAS:** The Ohio Department of Transportation (ODOT) has designated a south-north corridor crossing north central Ohio to connect the State Bicycle Routes and communities as State Bike Route 71 (SBR 71); and
- WHEREAS:** The Ohio Department of Transportation (ODOT) has designated a series of corridors crossing Ohio to be developed as various State Bicycle Routes; and
- WHEREAS:** The Ohio Department of Transportation is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse; and
- WHEREAS:** The City of Medina and the Adventure Cycling Association, with the cooperation of the Ohio Department of Transportation and other stakeholders, have proposed a specific route to be designated as SBR 71, a map of which is herein incorporated into this resolution by reference; and
- WHEREAS:** We have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area; and
- WHEREAS:** We acknowledge the route may change over time because new facilities are being constructed that are more suitable for bicyclists.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the City of Medina hereby expresses its approval and support for the development of SBR 71, and requests that the appropriate officials see to it that the route is officially designated by AASHTO and the Ohio Department of Transportation. Once the Route is approved, there may be efforts to publicize the route via internet maps, incorporating the Route on local maps, etc. Tourism agencies may be involved in these efforts.

**SEC. 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.

**SEC. 3:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

**PASSED:** September 10, 2018

**SIGNED:** John M. Coyne, III  
President of Council

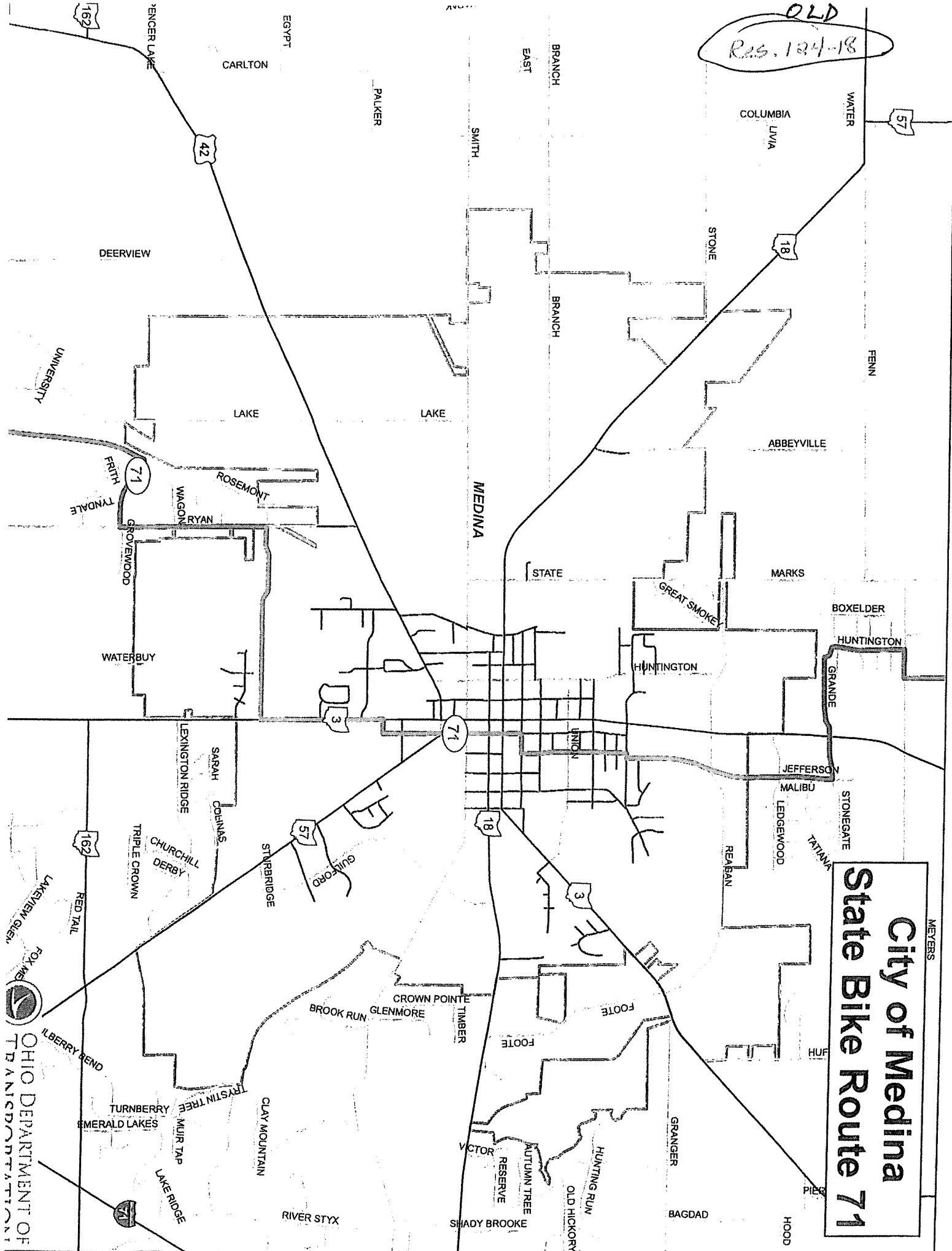
**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 11, 2018

**SIGNED:** Dennis Hanwell  
Mayor

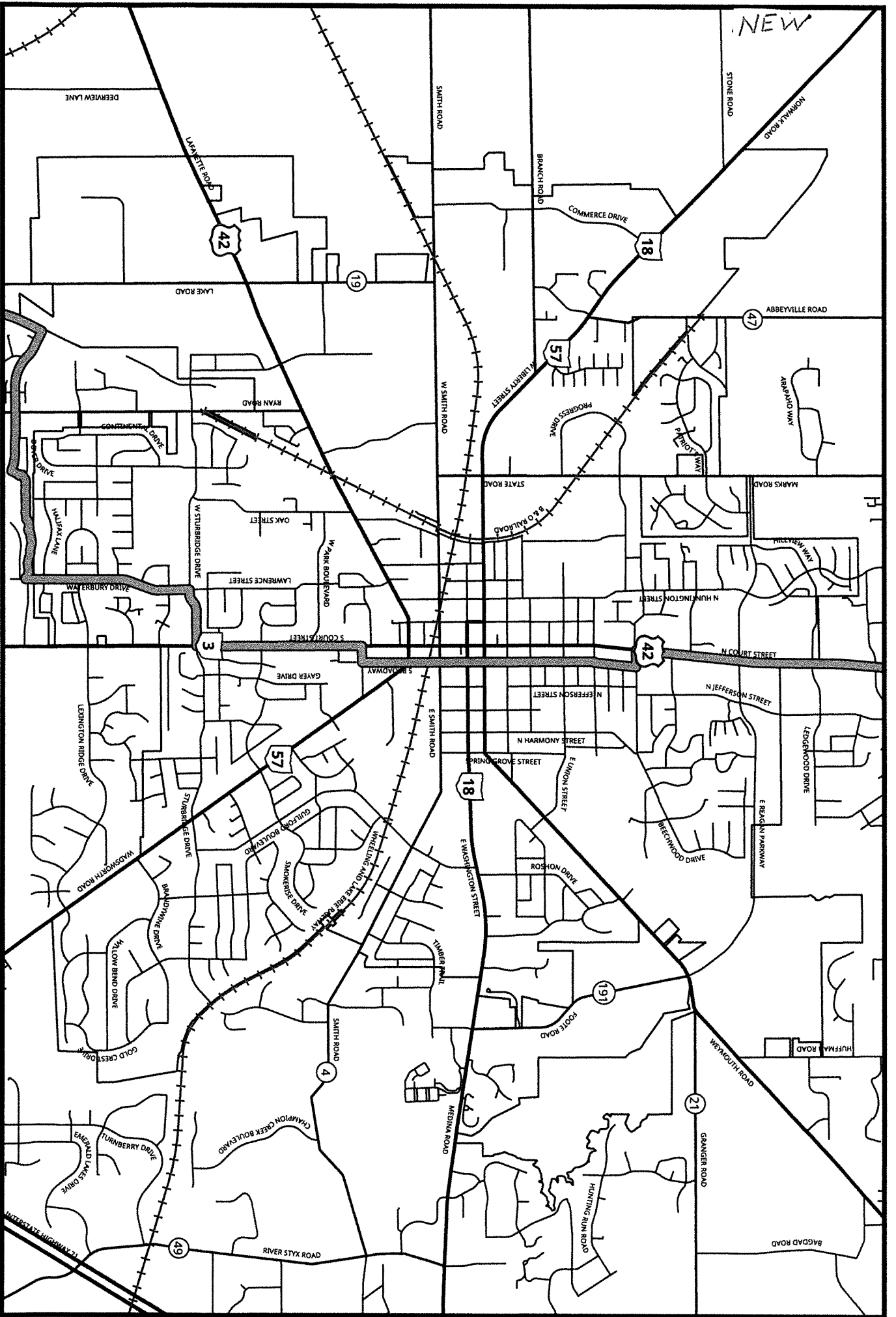


OLD  
Res. 124-18



**City of Medina  
State Bike Route 71**

OHIO DEPARTMENT OF TRANSPORTATION



Map prepared by Medina County Engineer's Office, March 2024

**Ohio State Bike Route 71**  
**Medina City Portion**  
 (SB Miles 12.22-17.37)

EXHIBIT A, 2024



**OHIO SBR 71 - MEDINA COUNTY**

		<b>SEGMENT</b>	
<b>SB MILES</b>		<b>NB MILES</b>	<b>MILES</b>
0	Turn South (LEFT) onto Substation Road – enter Brunswick Hills Twp., Medina County	25.73	1
1.00	Turn East (LEFT) onto Gratton Road	24.73	1.91
2.91	Turn South (RIGHT) onto Hadcock Road – enter City of Brunswick	22.82	1.88
4.79	Cross Center Rd. /SR 303 and ride straight onto Maxwell Blvd	20.94	0.80
5.59	Turn West (RIGHT) onto Laurel Road	20.13	1.98
7.57	Turn South (LEFT) onto Substation Road – re-enter Brunswick Hills Township	18.15	2.35
9.92	Enter Medina Township. Turn East (LEFT) onto Hamilton Road	15.80	0.64
10.56	Turn South (RIGHT) onto Pearl Road /US42. <u>Ride straight across Fenn Rd onto shared use path</u>	15.17	1.66
12.22	<u>HILL View Dr. / Ledgerwood Dr. Enter City of Medina. Road becomes North Court St.</u>	13.51	0.73
12.95	Turn East (LEFT) onto Harding Street	12.78	0.79
13.74	Turn South (RIGHT) onto Broadway Street	11.99	0.08
13.82	Medina Public Square. Continue south on Broadway	11.91	0.68
14.50	Turn West (RIGHT) onto Grant Street	11.23	0.54
15.04	Turn South (LEFT) onto S. Court Street	10.69	0.07
15.11	Turn West (RIGHT) onto W Sturbridge Drive	10.62	0.74
15.85	Turn south (LEFT) onto Waterbury Dr.	9.88	0.25
16.10	Turn west (RIGHT) onto unmarked shared use path. Enter Montvillee Twp.	9.63	0.73
16.83	Turn south (LEFT) onto continuation of shared use path	8.89	0.44
17.27	Turn west (RIGHT) onto unmarked Grovewood Lane. Enter Lafayette Twp.	8.45	0.09
17.37	Ride across Ryan Rd onto Wycliff Dr.	8.36	0.26
17.63	Ride onto Chippewa Rail Trail	8.10	0.38
18.01	Turn West (RIGHT) onto Chippewa Road	7.72	0.21
18.22	Turn South (LEFT) onto Lake Road	7.51	1.01
19.23	Turn East (LEFT) Eastlake Rd.	6.50	0.70
19.93	Turn South (RIGHT) onto Ryan Rd. Enter Westfield Twp.	5.80	2.63
22.56	Turn East (LEFT) onto W Greenwiche Rd. Enter Seville.	3.17	0.56
23.12	Turn South (RIGHT) onto Center Street/SR 3	2.61	1.07
24.19	Seville center. Continue straight south onto Milton Street which becomes Sterling Rd.	1.54	1.54
25.73	Medina/ Wayne County boundry. Continue on Serling Rd. to Sterling	0.00	0

## Bicycle Route Realignment Request Form

The purpose of the Ohio DOT Bicycle Route Designation Form is to gather information from local agencies on State and US bicycle routes that need route realignments. ODOT will use the information gathered on this form to update their US Bicycle Route (USBR) and State Bike Route designations and maps.

Submitting Agency\*

Contact Name\*

Contact Phone Number\*

Contact Email\*

Are you the trail/road owner?\*

Yes

No

Trail Name (if applicable)

Current/Existing Facility Type\*

Multiple (Please denote facility type on turn by turn)

This is the facility type that is currently in place along the proposed route

US or State Bike Route Number \*

SBR 1

County \*

Adams

ODOT District \*

1

City/Village/Township

Starting Location (From beginning of change proposed) \*

Ending Location (To ending of change proposed) \*

Reason for Route Change: \*

### Attachments

Please include the following documents with this form.

**Attachment A: Route Map**

Please include a PDF of the route map in color that clearly indicates the route alignment and includes all necessary trail and roadway labels.

**Attachment B: Turn by Turn**

Please include turn-by-turn details of each segment of the State or U.S. Bicycle Route to which you are proposing changes. These should go from North to South or East to West, include street/trail names, and an approximate length of the route change segment. If multiple route types occur within one segment, please denote the facility on the turn-by-turn as you go along.

Attachment A: Route Map \*

Choose File Remove File No File Chosen

Attachment B: Turn-by-Turn \*

Choose File Remove File No File Chosen

**Submit Form**

**The Ohio Department of Transportation**

1980 West Broad Street, Columbus Ohio 43223

Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | [Feedback](#) | [Ohio.gov](#)

OK  
Handled  
3-19-24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-073-3/25  
Committee: Finance

**FROM:** Jansen Wehrley *JSW*  
**DATE:** March 19, 2024  
**SUBJECT:** Purchase 2024 Ford F-350- Forestry

## SUMMARY AND BACKGROUND:

The Forestry Department respectfully request Council authorization to purchase one 2024 Ford F-350 regular cab 4WD pickup truck equipped with a Western snowplow. This purchase will be made utilizing the Community University Education Purchasing Contract through Montrose Ford.

This unit will replace a 2008 Ford F-250 truck that was identified for replacement through the 2020 budgeting process.

**Estimated Cost: \$56,537.35**

**Suggested Funding: sufficient funds in Account No. 001-0420-54417**

- transfer needed from Account No. Carryforward to Account No.
- **NEW APPROPRIATION** needed in Account No.

**Emergency Clause Requested: NO**

**Reason:**

## COUNCIL USE ONLY:

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

**FORD VEHICLE C.U.E. QUOTE CONFIRMATION**

		MEDINA		Dealer: F44209			
		2024 F-SERIES CC		Page: 1			
Order No:	<input type="text"/>	Priority:	FIN: QH807	Order Type:	Price Level:		
		RETAIL	DLR INV		RETAIL	DLR INV	
F3B	F350 4X4SDR/CSR	\$48815	\$46374.00	85S	TOUGH BED	\$595	\$542.00
	142" WHEELBASE				SP DLR ACCT ADJ		(1004.00)
PQ	RACE RED				SP FLT ACCT CR		(1381.00)
A	VNYL 40/20/40				FUEL CHARGE		23.76
S	MED DARK SLATE			B4A	NET INV FLT OPT	NC	7.00
610A	PREF EQUIP PKG				DEST AND DELIV	1995	1995.00
	.XL TRIM						
572	.AIR CONDITIONER	NC	NC				
	.AMFM/MP3/CLK						
64F	.STEEL WHLS-18"						
99A	.6.8L DEV V8 ENG	NC	NC				
44F	10-SPD AUTOMATC	NC	NC				
TCH	.LT275/65BSWAS18						
X37	3.73 REG AXLE	NC	NC		TOTAL BASE AND OPTIONS	52225	46583.76
	JOB #2 BUILD				TOTAL BASE AND OPTIONS	52225	46583.76
	FLEET SPCL ADJ	NC	\$(720.00)				
18B	PLAT RUNNING BD	320	291.00				
	10900# GVWR PKG						
425	50 STATE EMISS	NC	NC				
473	SNOW PLOW PREP	250	228.00				
	JACK						
66S	UPFITTER SWTCH	165	150.00				
67E	250 AMP ALTRNTR	85	78.00				

YOUR C.U.E. COST OF TRUCK	\$	48,002.35
WESTERN PLOW	\$	8,500.00
Title & Tag	\$	35.00
	<b>\$</b>	<b>56,537.35</b>

**DELIVERY IS NOT INCLUDED IN THE ABOVE PRICE. IF MONTROSE DELIVERS, THE COST IS \$2.50 PER MILE**

MEDINA  
Attn: JANSEN WEHRLEY

**\*\*NOTE\*\* Extra keys cost \$375.00 each.**

**\*\*NOTE\*\* ZIEBART Rustproofing is \$550.00 extra per vehicle.**

**\*\*PLEASE LET ME KNOW IF REQUIRE THESE ITEMS OR ANY OTHER ITEM\*\***

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford  
QUOTED 3/7/2024



OK  
By Harrison  
3-18-24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-074-3/25

FROM: Medina Rec Center *BSW*  
DATE: March 15, 2024  
SUBJECT: Amend Ord 84-23 Municipal Pool Rates

Committee: Finance

## SUMMARY AND BACKGROUND:

The Medina Recreation Center respectfully requests Council to approve a change to Memorial Pool Rates. We propose eliminating the camp / group rate. Many outside summer camps utilize the pools as a field trip destination, and arrive in large numbers. These groups require additional lifeguards to be scheduled and cause disruption to season pass holders and day pass visitors. In addition, we have had requests for a nanny pass for babysitters, as well as active military discounts similar to the Rec Center's. We propose these three additions to the fee structure.

### Daily Admission Rates per Person:

Daily Individual Rate Ages 3 - 59:	<b>\$8.00</b>
Senior Daily Individual Rate Age 60+:	<b>\$5.00</b>
Lunch Program Daily Admission:	<b>\$5.00</b> (rate for those with National School Lunch Program Letter on file only)
Active Military Daily Admission:	<b>\$5.00</b>
<del>Camp / Group Rate Daily Admission:</del>	<del><b>\$5.00</b> (rate for previously scheduled &amp; approved groups only)</del>
Ages 2 and under:	Free

### Season Pass Rates:

Individual Season Pass:	<b>\$125.00</b>
Family Season Pass (Up to 5 members)	<b>\$250.00</b> (extra fee of \$20 per person over 5 family members)
Lunch Program Rates:	50% off above season pass rates.
Active Military Discount:	15% off above season pass rates
Nanny pass add on to Family Pass	<b>\$60 per person, two maximum</b>

### Promotional Rates:

- Daily Pass Punch Card with 5 visits: **\$30.00**
- Early Bird or Special Promotional Pricing for Season Passes not to exceed 25% off (Example: Sign up before June and get 15% off!)
- Specialized Limited Time promotions based on occupancy and weather not to exceed \$3 off full price Daily Admission Rate of **\$8.00** (Example: Facebook Flash Sale when attendance is low)
- Mid-Season Special Rate of up to 50% off Season Pass Rates, not to be implemented before half of the scheduled pool season has passed. (Example: In late July, remainder of season half off = \$50.00 per person!!)
- **Medina Rec Center members granted limited access to outdoor pool for special circumstances like indoor pool closures, promotional events and low attendance times.**

### **Estimated Cost:**

### **Suggested Funding:**

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- **NEW APPROPRIATION** needed in Account No. \_\_\_\_\_

### **Emergency Clause Requested:**

Reason:

### **COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

OK  
Dr. Hammett  
3-18-24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-075-3/25  
Committee: Finance

FROM: Medina Recreation Center 8802  
DATE: March 15, 2024  
SUBJECT: Membership Rate Ordinance Amendment

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Ordinance 113-22 regarding Membership and Day Pass Rates.

- **Summer Membership Rates**  
Summer membership rates have not increased since 2016, and inflation has gone up 29%. We propose increasing the rate for individual and family memberships.
- **Daily Pass Rates**  
We propose eliminating group discounts. We are now offering party packages online and are encouraging groups to book through that method so they have an area to house their belongings and organize their groups without disrupting other visitors. Smaller groups are still permitted to purchase punch cards.

### Estimated Cost:

### Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

### Emergency Clause Requested:

Reason:

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:

Daily Pass Rate:	\$8.00 per person
Group Discount Rate:	
Group of 10 to 25	<del>\$6.00 per person</del>
Group of more than 25	<del>\$5.00 per person</del>
Aquatics Area Only Day Pass	\$4.00 per person

Daily Pass Punch Cards:

5 Visit Daily Pass Punch Card	\$30.00
10 Visit Daily Pass Punch Card	\$60.00
5 Visit Daily Pass Punch Card for individuals or organizations that serve special needs populations	\$20.00
Military Day Pass	\$4.00 per person
Qualified Veteran Day Pass	\$4.00 per person
Special Event Day Pass	\$2.00-\$4.00 per person (depending on event)

**SUMMER SPECIAL MEMBERSHIP**

Summer Special Membership is a three month membership that starts between May 1<sup>st</sup> and July 1<sup>st</sup> and ends exactly three months from the start date. (Does not include access to outdoor Municipal Pool.)

Effective January 1, 2017	Resident/School District	Universal Member
<del>Youth/College</del>	<del>\$92</del>	<del>\$137</del>
<del>Adult Individual</del>	<del>\$92- \$115</del>	<del>\$137- \$170</del>
<del>Senior</del>	<del>\$92</del>	<del>\$137</del>
<del>Family</del>	<del>\$246- \$310</del>	<del>\$355- \$445</del>

- A. Members of any Medina City Board or Commission, as established in Part One, Title Seven of the Administrative Code of the City of Medina or created by ordinance of Council, may be permitted to purchase or renew their Medina Community Recreation Center membership at the City's corporate membership rate.
- B. Low Income Memberships are available to youth who qualify for the National School Lunch Program, and apply a 50% discount to a youth, youth plus one adult, or a full family membership that includes the qualifying youth. The adult must be a parent or guardian of the qualifying youth.
- C. Active Military qualifies for an annual membership discount of 15% off resident rates upon submission of verification paperwork. Active Military personnel on leave are eligible for two weeks free admission to the Recreation Center with dated verification of leave paperwork.
- D. Challenged Individual Reduced Rate Verified mentally or physically challenged individuals shall be reviewed on a case by case basis and will be charged the Senior Rate.
- E. Part-time Recreation Center Employees that work 10 or more hours per week are eligible for a free monthly membership.

<b>ANNUAL MEMBERSHIP RATES</b>						
<b>Rates to increase January 1<sup>st</sup> of each year not to exceed the Consumer Price Index Inflation Rate Percentage Factor of the previous year.</b>						
<b>Effective January 1, 2017</b>	<b>Resident/School District</b>			<b>Universal Member</b>		
Youth/College	\$173.00			\$240.00		
Adult	\$250.00			\$347.00		
Senior	\$130.00			\$152.00		
2-Person	\$426.00			\$594.00		
Family	\$564.00			\$785.00		
<b>MEMBERSHIP CATEGORIES AND DEFINITIONS</b>						
<p>“<b>City/School District Residents</b>” are defined as people who live within the Medina City limits <b>OR</b> within the Medina City School District <b>OR</b> who pay city property tax <b>AND</b> pay city income tax.</p> <p>“<b>Universal Member</b>” is defined as people who live outside the Medina City limits <b>AND</b> outside the Medina City School District.</p> <p>“<b>Non-Members</b>” are defined as people who do not purchase annual memberships.</p> <p>“<b>Adult</b>” is defined as any person 18 years of age or older.</p> <p>“<b>Youth/Student</b>” is defined as any person age 3-17 or any college student age 18-25 with a current college ID card. A discounted low income membership is available to youth who qualify (see Low Income Memberships)</p> <p>“<b>Senior</b>” is defined as any person 60 years of age and older.</p> <p>“<b>2-Person</b>” is defined as two adults (ages 18-59) who reside in the same household.</p> <p>“<b>Family</b>” is defined as a parent, legally married parents, or guardian and all children (17 &amp; under) and/or current college student(s) age 18-25 residing in the same household. This fee is established for up to five family members, with each added member costing an additional \$35.</p> <p>“<b>Corporate Member</b>” – see Corporate/Business Membership Policy</p>						
<b>CORPORATE MEMBERSHIP RATES*</b>						
Discount	Res. Rate	10% off	15% off	20% off	30% off	
No. of Employees	5 – 24	25 – 49	50 - 99	100 – 174	175+	
<p>*Corporate rates are a percentage deducted off of the City/SD rate based on the number of applications submitted upon start or renewal. New corporate memberships start at a 20% discount for the first year then are based on the number of memberships purchased at the time of renewal.</p>						

OK  
 City Council  
 3-18-2024

# REQUEST FOR COUNCIL ACTION

No. RCA 24-076-3/25

FROM: Medina Recreation Center *DW*  
 DATE: March 15, 2024  
 SUBJECT: Rental Rates MCRC

Committee: Finance

## SUMMARY AND BACKGROUND:

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Ordinance 9-22 regarding facility area rental rates. The MCRC proposes changes to rental rates as outlined below. Party Packages are extremely popular and now available online, but there are currently two price points that are causing confusion and delays in booking approval. We propose simplifying the party package rate structure and eliminating the least used party packages. We also propose amending hourly staffing fees to reflect the pay rates in effect at the time of the rental.

### Amend from Ordinance 9-22

#### Current Rental Rates:

Area	Hourly Rate
Courts (1-4, per court)	\$ 75
Entire Field House	\$ 340
Aerobics Room	\$ 50
Leisure or Comp Pool **	\$ 225
Lap Lane	\$ 20
Community Room A	\$ 70
Community Room B	\$ 60
Community Room C	\$ 60
Community Rooms B & C	\$ 115
Entire MCRC **	\$ 1,125
Commons area up to 30 people, two hour minimum	\$150 per hour

\*\* - Price does not include the cost of lifeguards (~~\$11.00/hour per guard~~). (Charged at current rates per Payscale 31.02 - ORD. 102.20) Number of guards required is dependent on the number of participants.

Rentals exceeding facility operation hours will be charged for required staff.

Groups over ten people must book a party package or rental area or have prior administrative approval.

Rentals consisting of set-up involving combustible materials will be required to pay \$20 per hour for each fireman recommended by the City Fire Marshall, not to exceed 4, as ordered by the State Board of Building Appeals. (Charged at current rates per Payscale 31.02)

Package	Price
Party Package of Choice — <del>Community Room</del>	\$300.00
Party Package of Choice — <del>The Commons</del>	\$200.00
Inflatable Party Package — <del>Community Room</del>	\$340.00 (includes \$100 inflatable fee)
Inflatable Party Package — <del>The Commons</del>	\$300.00 (includes \$100 inflatable fee)
Additional Guests (over 30)	\$ 4.00 per additional guest

**All Packages Include:**

- 2 Hours of Community Room or Commons Rental
- Facility Set-Up
- Accommodate up to 30 guests
- Use of Facility

**Basic Party Package:**

- 2 Hours of Community Room or Commons Rental

**~~Sports Party Package:~~**

- ~~• 2 Hours of Community Room or Commons Rental~~
- ~~• 1 Hour of Field House Court time with basketball or volleyball set up~~

**~~Inflatable Party Package:~~**

- ~~• 2 Hours of Community Room or Commons Rental~~
- ~~• Set up and staffing of one inflatable for one hour~~

**Additional Amenities (rate is for the length of the rental)**

- \$25 Projector (LCD)
- \$100 Stage (w/masonite; including set-up)
- \$20 FH Wall Scoreboard (per one day rental)
- \$25 Pitching Machine

**Facility Areas (\$10-\$45 per every 100 sq. ft., depending on usage and occupancy)**

Including but not limited to:

- Main Lobby
- Main Concourse
- Aquatic Hallway
- Community Room Kitchen
- Sundeck
- Rascal Room Playground

**Estimated Cost:**

**Suggested Funding:**

- **sufficient funds in Account No.**
- **transfer needed from Account No.**  
**to Account No.**
- **NEW APPROPRIATION needed in Account No.**

**Emergency Clause Requested:**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**REQUEST FOR COUNCIL ACTION**

NO. RCA 24-077-3/25

FROM: Patrick Patton

*OK  
R. Hammer  
3-19-24*

DATE: March 19, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Construction Manager at Risk: Medina Municipal Court Renovation (City Job #1104)

This request asks for Council authorization to utilize a Construction Manager at Risk (CMAR) Project Delivery Method for the Medina Municipal Courthouse project. This method is different than a traditional design-bid-build method in that the City will hire a construction manager who will be responsible for selecting and awarding contracts for the work.

The CMR process was used by Medina County for the new County Courthouse. In addition, our architect, Brandstetter Carroll, recommends that we use this process as well (see Nancy Nozik's comments, attached). Also attached for your review is an informational packet about CMAR I found at ODOT's website.

In summary, we believe that the CMAR process is the best option for this project for several reasons:

1. Being a complete renovation, this project presents some very unique challenges. Having an experienced construction manager and contractor involved during the design process will minimize future due problems to unforeseen conditions.
2. The CMAR will produce and be held accountable to a Guaranteed Maximum Price (GMP).
3. Value Engineering is inherent to the process as the CMAR is incentivized to control costs
4. Contractor input early in the process will enhance constructability of the entire project.
5. The procurement period for equipment and materials is shorter than a traditional design-bid-build project, thus reducing the overall timeframe of the project.
6. With the contractor involved early in the process, phasing certain work packages can be completed earlier, also reducing the project length.

If Council authorizes the use of a CMAR, we will begin the selection process. This involves the following:

1. Identify evaluation team members;
2. Develop an RFQ, develop/confirm project goals, and associated shortlist evaluation criteria;
3. Evaluate SOQs and determine the Shortlisted Firms;
4. Develop an RFP and associated proposal evaluation criteria;
5. Evaluate proposals and conduct interviews (if applicable);
6. Select the best-value proposer; and
7. Award and execute the CMAR Contract.

I suggest that the evaluation team members include the same individuals that conducted the architectural review committee for this project, specifically:

- Mayor Dennis Hanwell
- Judge Gary Werner
- Ward 4 Council Representative Jim Shields
- Council at Large Representative Paul Rose
- Ward 3 Council Representative Regi Haire\*
- Court Manager Cindy Lastuka
- City Engineer Patrick Patton

Thank you for your consideration.

ESTIMATED COST: No cost to complete the selection process. Once a firm is selected, we will submit another request to Council recommending award. That request will include costs.

SUGGESTED FUNDING: n/a

Sufficient Funds in Account Number: n/a

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No  
Reason:

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COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



## Patrick Patton

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**From:** Nancy Nozik <NNozik@bciaep.com>  
**Sent:** Monday, March 18, 2024 4:51 PM  
**To:** Patrick Patton  
**Subject:** RE: CMR

Pat:

First, I am NOT available next Monday evening – I have another meeting out of town.

Yes, BCI recommends the CMAR process for this project. The reasons include:

1. Getting a construction manager on board early will help with accurate cost estimates. They have relationships with many sub-contractors and are able to get preliminary pricing directly from them instead of using metrics from previous projects.
2. This project will have many unique elements that require good coordination of sub-contractors. Specifically the hazardous materials abatement, salvage and re-use of any existing elements, replacement of the front columns, coordination with work completed on the County Courthouse project.
3. A construction manager can better handle unforeseen conditions because they build contingencies into their pricing and use them to "buy" services from subcontractors that may arise.
4. Yes there is a GMP "Guaranteed Maximum Price" for the project, which gives the owner a level of comfort. In reality the CMAR holds pots of money (the contingencies mentioned above) to deal with the inevitable unknowns. They are not going to put themselves in a position to lose money. They simply anticipate and manage the contingency funds better.
5. In a public bid situation, the CMAR is selected through a public qualifications process. Once they are selected, they obtain the construction bids, not the city. They will get multiple competitive prices for each sub-contractor, but the City does not need to accept the lowest bid. With a quality CMAR company, the city has less risk of using a low-bid contractor who is not the best qualified. The CMAR typically does not award subcontracts to companies they are not familiar with.
6. Similarly, a CMAR company that is selected through qualifications will be more able to handle the project than a General Contractor who happens to be the "low bidder".

I think these documents do a good job of describing the process and pros/cons. The ODOT document, 1.2.2 CMAR Delivery – Benefits and Limitations is a good summary.

**Nancy Nozik, AIA**  
Division Principal



main 216.241.4480  
mobile 216.645.8583

**From:** Patrick Patton <ppatton@medinaoh.org>  
**Sent:** Monday, March 18, 2024 2:40 PM  
**To:** Nancy Nozik <NNozik@bciaep.com>  
**Subject:** CMR

Hi Nancy-

## SECTION 1 | CONSTRUCTION MANAGER AT RISK INTRODUCTION

### 1.1 PURPOSE OF THE ODOT CONSTRUCTION MANAGER AT RISK GUIDANCE

The purpose of this Construction Manager at Risk (CMAR) Guidance is to explain and provide guidance for Local Public Agency (LPA) projects using the CMAR project delivery method (CMAR Delivery) in coordination with the Ohio Department of Transportation (ODOT), including:

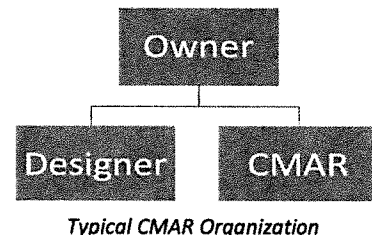
- Project selection considerations (Section 2);
- Development and management overview for a project using CMAR Delivery (Section 3);
- CMAR roles and responsibilities (Section 3);
- CMAR and Independent Cost Estimator (ICE) procurement (Section 4);
- Administration of Preconstruction Phase on a CMAR project (Section 5); and
- Administration of Construction Phase on a CMAR project (Section 6).

Throughout the sections of this guidance document, processes and procedures to effectively deliver a CMAR project are described. Additionally, checklists and other tools for use in the management of a CMAR project are included. Generally, the CMAR Guidance anticipates use of federal funds in the project. If the project is not believed to be subject to federal requirements, the LPA should convey their interpretation with ODOT for concurrence. In any case, the LPA is responsible for compliance with applicable laws and regulations.

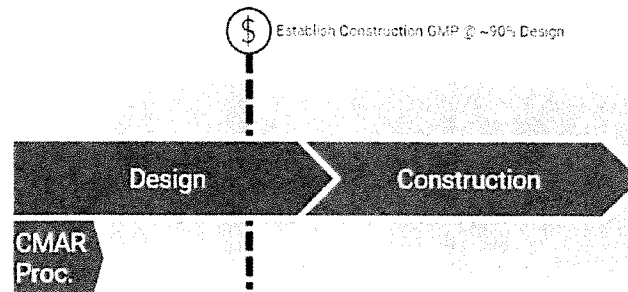
### 1.2 CMAR DELIVERY OVERVIEW

CMAR Delivery is an integrated team approach to the planning, design, and construction of a project. Similar to typical Design-Bid-Build (DBB) delivery, an owner (i.e., the LPA) typically holds contracts with two primary parties when using CMAR Delivery:

- A Designer/design consultant (an owner may also use in-house resources for design services); and
- A CMAR Contractor.



Unlike the typical DBB delivery, the CMAR Contractor's services are retained while the design is under development. As a result, the CMAR Contractor has input during design and has an opportunity to construct the project. The CMAR Contractor is said to be "at Risk" because the project is delivered under a Guaranteed Maximum Price (GMP) that is negotiated during the design phase. Pursuant to 23 CFR 635.506(d)(3), an Owner may use the Designer or engage an Independent Cost Estimator to support the review of cost-related aspects for the project.



# ODOT Local Let Manual of Procedures | CMAR Guidance

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## 1.2.1 CMAR Regulatory Authority

The Ohio Revised Code (ORC) permits the use of CMAR Delivery under Section 9.33 et seq., and Section 153.501 et seq. There are additional rules for CMAR Delivery found in Ohio Administrative Code (OAC) Chapter 153:1. Federal Regulations permitting the use of CMAR for LPA transportation projects can be found under 23 CFR Part 635 Subpart E. Note that while the Code of Federal (CFR) sections use the term “Construction Manager/General Contractor (CM/GC)”, the Federal Highway Administration has issued guidance stating that for purposes of complying with Federal Regulations, CMAR and CM/GC are substantively the same.

Local legislative authority for the LPA to use CMAR Delivery for their project should be established prior to beginning the CMAR procurement process. The LPA should consult with their legal counsel and review local regulations to determine whether authority to use CMAR Delivery has been established and is applicable to the project.

## 1.2.2 CMAR Delivery - Benefits and Limitations

CMAR Delivery has been developed as a result of Owner demands to enhance quality, decrease cost, compress the delivery period, and better plan for and manage risks. CMAR Delivery incorporates procedures to better control the schedule, budget, and quality.

The tables below summarize some of the primary benefits and limitations of CMAR Delivery.

<b>CMAR Benefits</b>
<ul style="list-style-type: none"><li>• Highly innovative process through three-party collaboration – Owner, Designer, and CMAR Contractor</li><li>• Allows for an independent selection of the best qualified designer and best qualified CMAR Contractor</li><li>• Shorter procurement duration compared to design-build</li><li>• LPA maintains full control of design</li><li>• If the GMP is not successfully negotiated with the CMAR Contractor, the fully developed design can be used to procure a contractor using a traditional low-bid procurement process</li><li>• Value engineering is inherent in process</li><li>• LPA/Designer/CMAR Contractor collaboration to reduce project risk can result in optimal risk allocation and lower project costs</li><li>• Enhanced constructability input and resolution of design/construction issues</li><li>• Construction cost will be known earlier when compared to DBB which facilitates opportunities to refine the project to meet budget constraints</li><li>• Opportunities to identify early work packages can expedite construction</li><li>• CMAR Contractor input for phasing, constructability, and traffic control may reduce overall schedule</li></ul>
<b>CMAR Limitations</b>
<ul style="list-style-type: none"><li>• Process may be negatively impacted by the Designer/CMAR Contractor relationship</li><li>• No contractual relationship between Designer/CMAR Contractor</li><li>• CMAR Delivery has not been widely used for public sector surface transportation projects in Ohio creating potential for limited local contractor knowledge and interest</li></ul>

## CMAR Limitations

- Small projects may not attract experienced, competent bidders which may impact competition and quality
- Non-competitive, negotiated GMP introduces price risk
- Potential for not reaching agreement on GMP and substantially delaying schedule
- Advanced design can limit the advantages of CMAR Delivery or could require re-design

### 1.2.3 Initial Project Development and CMAR Procurement Overview

A CMAR project typically advances through the Planning Phase and portions of the Preliminary Engineering Phase of the ODOT Project Development Process (PDP) in a manner similar to traditional DBB projects. The services performed by the CMAR Contractor are not intended to include the performance of design work. The LPA will contract separately with a Designer or perform in-house design to advance preliminary engineering and prepare the final design documents. The Designer will remain responsible for the engineering of all aspects related to finalization of the design documents and will maintain responsibility for the design throughout the Construction Phase. During the Construction Phase, the CMAR Contractor’s responsibilities for design are those typical for a DBB general contractor (such as formwork design, temporary support-of-excavation design, etc.).

During initial project development, the LPA should be identifying and allocating major project risks. Preliminary engineering activities and associated design documentation may be advanced in accordance with the PDP. However, in order to maximize the effectiveness of CMAR Delivery, the design shall not be advanced to the point where input from the CMAR Contractor will be difficult or infeasible. Project goals and objectives should be clearly established so that they can guide the development of the procurement documents and associated evaluation criteria for the CMAR Contractor.

For each CMAR project in Ohio, an LPA will engage in a two-step best value selection procurement. Typically, the CMAR Contractor is selected at approximately the same time as the approval of the NEPA document for the process (i.e., completion of the Categorical Exclusion, Environmental Assessment, or Environmental Impact Study).

Procurement Step	Description
<b>Step One – Qualifications</b>	Step one consists of the issuance of a Request for Qualifications (RFQ) that solicits Statements of Qualification (SOQ). The LPA evaluates the SOQs and short-lists the most qualified respondents. See Section 4.3.2 for additional information.
<b>Step Two – Proposals</b>	The short-listed firms are allowed to participate in step two of the procurement process. A Request for Proposals (RFP) is issued that solicits proposals from the short-listed firms. The LPA establishes the formula that will be used to determine the best-value proposal. The firm with best-value proposal will negotiate with owner to enter into a contract to be the CMAR Contractor.

See Section 4 of the CMAR Guidance for more information on CMAR procurement.

## *1.2.4 CMAR Contracting & Implementation Overview*

Following execution of a CMAR Contract, the LPA will enter into a two-phase contract with a CMAR Contractor. The CMAR Contractor will provide Preconstruction Services during the first phase (the Preconstruction Phase). If agreement on price to construct the project can be reached at the end of the Preconstruction Phase, the CMAR Contractor will provide Construction Services under the second phase of the CMAR Contract (the Construction Phase).

During the Preconstruction Phase, the CMAR Contractor acts in an advisory/management role. It provides constructability reviews, phasing and sequencing suggestions, construction estimates, and other construction-related recommendations. At a point where design has sufficiently advanced to provide a price with confidence, the LPA and the CMAR Contractor will negotiate a GMP. See Section 5 of the CMAR Guidance for more information on activities during the Preconstruction Phase and negotiation of the GMP.

Once the GMP is approved, the Construction Phase of the CMAR Contract may be authorized by the LPA. Traditional DBB construction contracts may include similar provisions for many components of the Construction Phase in CMAR projects. However, the use of a GMP and application of other CMAR concepts (e.g., early work packages, contingency, etc.) require modification to standard specifications and other contract documents. See Section 3 (LPA CMAR Development) for more information on modifications to standard process when using CMAR Delivery.

During the Construction Phase, the CMAR Contractor acts as a general contractor and performs contractually obligated work. The CMAR Contractor is at risk for any construction costs that exceed the GMP, subject to the terms of the CMAR Contract. During the Construction Phase, the LPA should plan to perform oversight, conduct audits, and maintain communication with all parties involved, including the CMAR Contractor, the ICE, and the Designer. This approach can help mitigate the risk of payment disputes and claims. See Section 6 of the CMAR Guidance for more information on activities during the Construction Phase.

## *1.2.5 Independent Cost Estimator*

At approximately the same time as the CMAR Contractor is selected, the LPA may choose to select an ICE who will develop independent cost estimates for the Project at Owner-defined milestones (typically, 30%, 60%, and 90% design completion). The purpose of the ICE will be to validate the costs submitted by the CMAR Contractor at each pricing milestone. The CMAR Contractor will coordinate with the LPA and the ICE throughout the Preconstruction Phase of the project. If an ICE is not used, the Designer or another entity will support the Owner and provide cost estimating support.

See Section 3 of the CMAR Guidance for more information on when to use an ICE and the role of the ICE. See Section 4 for more information on ICE procurement and Section 5 for more information on other ICE activities.

# ODOT Local Let Manual of Procedures | CMAR Guidance

	CMAR	Design-Build (DB)	Progressive DB
	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Designer</div> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Contractor</div> </div>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Designer-Builder</div> </div>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Designer-Builder</div> </div>
<b>Contract Structure</b>	<ul style="list-style-type: none"> <li>Owner contracts with a Designer.</li> <li>Owner engages a CMAR Contractor to act as an advisor prior to construction.</li> <li>Upon agreement of a GMP with the owner, the CMAR Contractor performs the construction work.</li> </ul>	<ul style="list-style-type: none"> <li>Combines design and construction services under a single contract.</li> <li>Traditionally a lump sum, fixed price contract.</li> </ul>	<ul style="list-style-type: none"> <li>Combines design and construction services under a single contract.</li> <li>Blends elements of DB with price and scope refinement of CMAR.</li> <li>Following development of design to an appropriate amount to allow fixed pricing, the Progressive Design-Build (PDB) team will develop a GMP. Upon agreement of a GMP with the owner, the PDB team will complete the design and perform the construction work.</li> </ul>
<b>Owner Control and Risk</b>	<ul style="list-style-type: none"> <li>Owner retains control over scope, design requirements, and construction requirements.</li> <li>Collaborative risk management and early contractor engagement prior to construction allows for identification and mitigation of risks prior to pricing.</li> <li>Owner retains design risk.</li> </ul>	<ul style="list-style-type: none"> <li>Owner retains control of NEPA and portions of preliminary design with greater emphasis on use of performance specifications.</li> <li>Design risk transferred to the design-builder (assuming technical provisions / requirements are drafted appropriately).</li> <li>Risk allocation occurs at the early stages of design when the bid is submitted which may impact ability to facilitate risk management and cost control.</li> </ul>	<ul style="list-style-type: none"> <li>Owner maintains input on scope, design requirements, and construction requirements throughout the process.</li> <li>Design risk is transferred to the PDB team</li> <li>Collaborative risk management and early contractor engagement prior to construction allows for identification and mitigation of risks prior to pricing.</li> </ul>
<b>Level of Plan Development at Bid/Proposal</b>	<ul style="list-style-type: none"> <li>Conceptual plans provided to the CMAR Contractor during procurement. Amount of design should not preclude CMAR Contractor refinements.</li> <li>The GMP is established, and construction is authorized based on plans and specifications that are approximately 90% complete.</li> <li>Various off-ramps may be utilized at pricing milestones and during GMP negotiations which allow the ability to terminate the CMAR Contract.</li> </ul>	<ul style="list-style-type: none"> <li>Preliminary design can vary to facilitate competitive bids and manage contingency in bid prices, but 30% development is typical.</li> </ul>	<ul style="list-style-type: none"> <li>Conceptual plans provided to the Progressive design-build team during procurement. Amount of design should not preclude PDB team refinements.</li> <li>Design should be advanced to a point that allows the PDB team to develop a GMP</li> <li>Considerate of project risks and risk allocation as established in the risk register (typically 60-90%).</li> <li>Various off-ramps may be utilized at pricing milestones and during GMP negotiations which allow the ability to terminate the PDB contract.</li> </ul>
<b>Selection Methodology</b>	<ul style="list-style-type: none"> <li>Selection of the CMAR Contractor is typically made using qualifications-based selection or best-value selection. Price component may be considered, but typically a minor component.</li> </ul>	<ul style="list-style-type: none"> <li>May be two-step (RFQ followed by RFP).</li> <li>Low-bid (with or without tech proposal).</li> <li>Best-value with a price component.</li> <li>ATCs may be used during procurement.</li> </ul>	<ul style="list-style-type: none"> <li>Selection of the PDB team is typically made using qualifications-based selection or best-value selection. Price component may be considered, but typically a minor component.</li> </ul>

# ODOT Local Let Manual of Procedures | CMAR Guidance

## 2.2 TYPICAL ALTERNATIVE PROJECT DELIVERY METHODS – KEY PROJECT CONSIDERATIONS

	CMAR	Design-Build (DB)	Progressive DB
	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Designer</div> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Contractor</div> </div>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Designer-Builder</div> </div>	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Owner</div> <div style="border: 1px solid black; padding: 2px;">Designer-Builder</div> </div>
<b>Affordability</b>	<ul style="list-style-type: none"> <li>Project is fully funded in consideration of a budget, or a budget has been established which allows the Owner and CMAR Contractor to collaboratively refine the project scope to achieve an agreeable outcome within the available budget. If a GMP cannot be agreed, the owner may procure the project in another way.</li> <li>Provides opportunities to expedite schedule through early contractor engagement and use of early work packages. Additionally, collaborative environment may facilitate more efficient construction sequencing / phasing.</li> </ul>	<ul style="list-style-type: none"> <li>Project is fully funded in consideration of a budget, or a budget has been established which allows the Owner and the design-builder to collaboratively refine the project scope to achieve an agreeable outcome within the available budget.</li> <li>Changes in conceptual design could happen causing delay. Provides opportunities to implement innovative solutions using alternative technical concepts that may expedite project delivery. Additionally, concurrent design and construction processes facilitate accelerated implementation. It creates opportunity for the owner to contemplate major design decisions, get real-time feedback, and make proactive decisions.</li> </ul>	<ul style="list-style-type: none"> <li>Project is fully funded in consideration of a budget, or a budget has been established which allows the Owner and the PDB team to collaboratively refine the project scope to achieve an agreeable outcome within the available budget. If a GMP cannot be agreed, the Owner may procure the project in another way.</li> <li>Provides opportunities to expedite schedule through early contractor engagement and use of early work packages. Additionally, early contractor involvement and collaborative environment may facilitate more efficient construction sequencing / phasing. Coordination between the contractor and designer in a PDB may be greater than CMAR Delivery since they formed a team as part of the pursuit of the project.</li> </ul>
<b>Schedule</b>	<ul style="list-style-type: none"> <li>Projects with unique technical challenges, including challenges related to constructability or construction staging. Owners with an interest in maintaining control of design throughout the delivery process may also favor this method.</li> </ul>	<ul style="list-style-type: none"> <li>Projects where Owner is willing to maximize use of performance requirements (as opposed to prescriptive requirements) to allow innovation in the development of design and construction solutions. Projects with a high sense of urgency and compressed schedules may benefit.</li> </ul>	<ul style="list-style-type: none"> <li>Projects with unique technical challenges, including challenges related to constructability or construction staging. PDB provides an opportunity to benefit from early, pre-NEPA engagement of a PDB team to maximize innovation.</li> </ul>
<b>Project Complexity</b>			

# ODOT Local Let Manual of Procedures | CMAR Guidance

	CMAR	Design-Build (DB)	Progressive DB
	<p>Designer</p> <p>Owner</p> <p>Contractor</p>	<p>Owner</p> <p>Designer-Builder</p>	<p>Owner</p> <p>Designer-Builder</p>
<b>Third-Party Coordination</b>	<ul style="list-style-type: none"> <li>• Early CMAR Contractor engagement allows better coordination with third parties and reduces risk related to these issues which may reduce costs or expedite delivery.</li> </ul>	<ul style="list-style-type: none"> <li>• Third-party agreements should be negotiated and executed prior to issuance of the final RFP. If the designer's design results in need for new third-party agreements or modification of existing third-party agreements, the design-builder is responsible to coordinate for cost and schedule changes subject to contract provisions.</li> <li>• Competitive bidding environment that can be structured as low-bid or best-value with price and qualitative components.</li> </ul>	<ul style="list-style-type: none"> <li>• Early PDB contractor engagement allows better coordination with third parties and reduces risk related to these issues which may reduce costs or expedite delivery.</li> </ul>
<b>Industry Interest</b>	<ul style="list-style-type: none"> <li>• CMAR Delivery core concepts are different than DBB and must be learned. Cost to pursue a CMAR project is less when compared to DB. Requirement and risk to establish a GMP also may impact interest from some industry members.</li> </ul>		<ul style="list-style-type: none"> <li>• Similar to CMAR Delivery. Ability to select a design partner may be seen as an advantage to some participants. However, design risk transfer may concern some in the industry.</li> </ul>




**REQUEST FOR COUNCIL ACTION**

*OK  
2-11-24  
3-19-24  
Hammel*

**NO. RCA 24-078-3/25**

FROM: Patrick Patton



COMMITTEE  
REFERRAL: Finance

DATE: March 19, 2024

SUBJECT: Engineering Design Services for US 42 Resurfacing (Homestead to Lafayette)

The City of Medina has been awarded a total of \$902,136 in grant funds through NOACA for the resurfacing of US 42 from Homestead Street to Lafayette Street (see attached). This amount consists of 80% of the anticipated construction costs of \$1,127,670. While construction costs are 80% funded by the grant, engineering and design fees are 100% the City's responsibility.

We have conducted qualifications based selection process to select for the design consultant. This selection process is now complete. We have determined that American Structure Point is the most qualified consultant for this work. This requests asks for Council to authorize an agreement to American Structure Point from Cleveland, Ohio in the amount of \$118,862 for this work. Please note, this amount includes \$111,083 in base services, and an additional \$7,779 in 'if authorized' services. Attached please find the fee proposal from American Structure Point for this work.

Thank you for your consideration.

ESTIMATED COST: \$118,862.

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



**NOACA 2024-2027 TIP Project Award – Sponsor Partnership Responsibilities**

**Sponsor Agency:** City of Medina

**Project(s):**

<b>Project Name</b>	<b>NOACA Funding</b>	<b>SFY</b>
US-42 (Lafayette St. to W. Homestead St.)	\$902,136 (80% STBG)	2025
State Rd. (W. Liberty St. (SR-18) to N. Progress Dr./Birch Hill Dr.)	\$1,175,657 (80% STBG)	2026

The sponsor shall work with NOACA as a partner in the development and implementation of the stated projects. To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting(s) between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meeting(s) (if applicable).
3. NOACA review and approval of the original scope, adherence to the NOACA Complete and Green Streets Policy, and any proposed modifications to project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the projects.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the projects in the TIP for the stated funding amount and indicated year of implementation.

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grace Gallucci, Executive Director, NOACA

\_\_\_\_\_  
Date



March 15, 2024

City of Medina Engineering Department  
132 North Elmwood Avenue  
Medina, Ohio 44256  
Attn: Mr. Patrick Patton, PE

Subject: MED-42-16.78 US 42 Resurfacing (City of Medina), PID 119446  
Proposal for Professional Services

Dear Mr. Patton,

As a follow up to our meeting on February 28, 2024, our team is pleased to submit our fee proposal for the City's review. The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes Preliminary Engineering (Field Survey, Combined Stage I/Stage II Design), Final Engineering (Stage III Design, Final Plan Package), and Pre-Construction (Prebid Support).

**Project Overview:**

This project involves an ODOT District 3 LPA delivery for the proposed scope of services as listed below

- **Lafayette Road to 300 ft. north of West Homestead Street**
  - Localized pavement repairs as needed
  - Asphalt milling and resurfacing
  - Proposed ADA Curb ramps (excluding Smith Road)
  - Minor adjustment to drainage castings (if required)
  - Milling and resurfacing

The following scope items are provided for clarification and fee proposal development:

- Sidewalk repairs will be limited and localized to ADA Curb Ramp replacements only
- ADA curb ramp replacement for compliance with current ODOT standards
- Drainage structures will be adjusted as needed to provide compliance with ADA crossings
- ROW will not be required as all work is scoped to be completed within existing limits
- Pedestrian push button pedestals may require adjustments following field review (if-authorized)
- Deliverables will follow ODOT plan standards for engineering, design, and submittals
- Milling and resurfacing improvements will follow ODOT maintenance standards

Proposed scope items are included Preliminary Engineering (Field Survey, Combined Stage I/II Design), Final Engineering (Stage III Design, Final Plan Package), and Pre-Construction (Prebid Support) as detailed in the following section. Prior to the combined Stage I/Stage II submittal, the design team will develop a working scroll plot exhibit to confirm the proposed curb ramp layouts and associated traffic control updates.

### Preliminary Engineering Phase

#### **Field Survey**

##### 2.3.A - Field Survey and Aerial Mapping

American Structurepoint will perform topographic surveys at specific locations along the project corridor as described below. This scope includes the determination of right-of-way lines at the curb ramp locations.

- A. Establish horizontal (Ohio North, NAD 1983) and vertical (NAVD 1988) survey control
- B. Spot topographic surveys of intersections within the project corridor
  1. Intersections with Court Street that are included in the survey are: Lafayette Street\*, Mill Street\*\*, Washington Street\*, Liberty Street\*, Friendship Street\*, North Street\*, Bishop Street\*\*, Union Street\*, Bradway Street\*\*, and Homestead Street\*
    - a. \* = four-corner intersections; \*\* = two-corner intersections
  2. Also includes survey of the curb ramps for the midblock pedestrian crossing across Court Street at Public Square
  3. Survey limits at each ramp are 50' in each direction of the ramp and 10' into the road, as well as 5-feet behind the walk where the walk is not up against a building
  4. Survey at each location includes locating all walk, sidewalk panel joints, face of buildings, curb, bollards, signals, pushbuttons, property pins if visible, castings in the intersection, pull boxes, and other visible features
- C. Locate above ground evidence of utilities
  1. American Structurepoint will make a request for record utility plans, and to have public utilities marked within public rights-of-way, by notifying the Ohio Utilities Protection Service (Ohio811) prior to beginning our survey. We will not be responsible for damages resulting from a utility company who does not respond, for utilities that are not marked or that are mismarked, or for inaccurate/incomplete utility plans provided to us. Determining the depth of utilities is not a part of this scope. Private utilities will need marked by the owner in order to be included in the survey.
- D. Process raw survey data, drafting and creation of a TIN and contours (1-foot vertical interval) for design
- E. Right of Way Determination: We will determine the RW line locations for the project, which will include research for plats, record surveys, R/W plans and potential R/W drop deeds. Does not include research for individual adjacent property deeds. Locate controlling evidence of R/W lines, including front R/W pins, intermediate curb and sidewalk shots within each block, and relevant building face shots. Using the record documents and the located R/W line evidence, determine the R/W line locations for the project areas. Does not include a determination of adjacent property boundary lines. Should easements and/or additional R/W drops be needed for the project, additional boundary surveying may be required at specific locations to satisfy OAC 4733-37 requirements.

- F. Create a basemap of right-of-way and boundary lines, and best fit to the project area using located features and RW pins we are able to locate. The basemap will be developed following the details shared in Item (F) above and any available record plans and/or GIS datasets.

### **Stage 1/2 Design – Combined Submittal**

#### **2.7.A – Roadway**

Complete roadway plan development per L&D Volume III deliverables for combined Stage I/II design including title sheet, general notes, schematic plan, typical sections, plan sheets, intersection details, and traffic control. Asphalt milling depth, resurfacing material type, and applicable pay items will be included in this submittal for approval by the City and District 3.

#### **2.7.C – Utilities**

Utility coordination will advance to confirm potential conflicts, outreach to affected utility owners, and resolution of Stage I/Stage II design needs.

#### **2.7.H - Prepare Cost Estimates and Update Milestones**

Prepare Stage I/II cost estimate compliant with ODOT Estimator software and deliverables and recent City of Medina bid tab history (where applicable).

#### **2.8 - Project Management for Preliminary Engineering Phase**

Perform project management duties, facilitate monthly status reports to the City, and assist with plan oversight. Attend District 3 quarterly LPA meetings via TEAMS if required.

#### **3.3.E – Maintenance-of-Traffic**

Complete MOT utilizing ODOT Standard Construction Drawings. Pedestrian accommodations/detours (if required) will utilize ODOT Standard Drawings where applicable to minimize project costs.

### **Final Engineering Phase**

### **Stage 3 Design and PS&E Submittal**

#### **4.2.A - Quantities and Notes**

Complete final plan quantities, sub summaries, and General Summary and notes per L&D Volume III deliverables for Stage III design.

#### **4.3 - Prepare Cost Estimates and Revise Milestone**

Prepare Stage III cost estimate compliant with ODOT Estimator software and deliverables and recent City of Medina bid tab history (where applicable).

#### **4.4 - Final Plan Package**

Complete final plan package per L&D Volume III for Final Tracings and PS&E submittal to the Department.

#### **4.5 - Project Management for Final Engineering and Right of Way Phase**

Perform project management duties, facilitate monthly status reports to the City, and assist with plan oversight. Attend District 3 quarterly LPA meetings via TEAMS if required.

**Pre-Construction Phase**

**Pre-bid Activities**

5.1.A - Pre-bid Questions

Provide support for pre-bid questions during the bidding phase as needed.

The following estimated sheets will be included in the final deliverable:

- Title sheet (1)
- Schematic Plan (1)
- General Notes (4)
- Maintenance of Traffic (2)
- Typical sections (3)
- General Summary (2)
- Material Sub-summaries and Pavement Calculations (2)
- Plan sheets (10)
- Intersection/Curb Ramp details (10)
- Traffic control (Combined with Plan Sheets above)

**If Authorized:**

2.7.K – Signal Plans

This task is to provide ADA compliant pedestrian pushbuttons at noncompliant intersections. Existing equipment will be utilized where possible. It is anticipated that 5 intersections do not have compliant pedestrian pushbuttons. Work includes ADA compliant plan layout and elevations, wiring configuration if needed, and notes and quantities. Following the field review, the working exhibit will be updated to identify locations that require pedestrian pushbutton upgrades.

**Schedule:**

American Structurepoint is ready to begin work as soon as the notice to proceed is available from the City of Medina. Please see Appendix A for a recommended project schedule.

**Compensation:**

American Structurepoint is pleased to submit the following not to exceed lump sum fee for the proposed improvements as detailed in Appendix B:

Topographic Field Survey	\$24,361
Right of Way Determination (Curb Ramp Locations)	\$7,195
Stage I/Stage II Design	\$57,766
Stage III Design and PS&E Submittal	\$20,002
Pre-Bid Support	\$1,759
<b>Total Base Services</b>	<b>\$111,083</b>
If Authorized	
<b>Pedestrian Push Button Upgrades</b>	<b>\$7,779</b>
<b>Proposal Total (Base Services + If Authorized)</b>	<b>\$118,862</b>

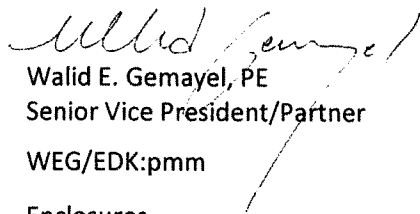
**Additional Services, Exclusions**

The Scope of Work identified in this document is based on American Structurepoint's knowledge of the project requirements at the time of document preparation and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops, and more complete information becomes available. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement and will maintain separate cost accounting for each specific issue. Any services that are not included under this work scope can be provided under a separate fee proposal and authorization, as approved by City of Medina. Specific services that are not included as part of this proposal include, but are not limited to the following:

1. Private utility design services
2. Signal design, lighting, or traffic analysis (outside of pedestrian pushbutton scope provided above)
3. Stormwater studies and/or hydraulic reports
4. Full corridor sidewalk design; limited to localized ADA ramp replacements only
5. ODOT ROW plan development services
6. ODOT ROW Acquisition services
7. Geotechnical exploration
8. Public meetings
9. NEPA services

We look forward to working with the City of Medina and ODOT District 3 on this important project for the community. If you have any questions on the fee proposal, or if you need additional information, please contact Ed Kagel at your earliest convenience at (216) 302-3694.

Very truly yours,  
American Structurepoint, Inc.

  
Walid E. Gemayel, PE  
Senior Vice President/Partner  
WEG/EDK:pmm

  
Ed Kagel, PE  
Project Manager

Enclosures

- Appendix A – Schedule
- Appendix B – Fee Proposal
- Appendix C – EJCDC Agreement



Appendix A

<i>Task</i>	<i>Ellis</i>	<i>Revised</i>
Working Exhibit - Pavement Repairs/Ramps	6/1/2024	
Stage 2 Plans - Submitted	8/1/2024	
Preliminary R/W Review Submission - Submitted	N/A	
NEPA Start Date	5/1/2024	
Preliminary R/W Review Submission - Approved	N/A	
Stage 2 Plans - Complete	9/1/2024	
Compliance R/W Review Submission- Submitted	N/A	
Compliance R/W Review Submission - Approved	N/A	
Environmental Document Approved	2/1/2025	
Stage 3 Plans - Submitted	11/1/2024	
Stage 3 Plans - Complete	12/1/2024	
Plan Package Submitted to District	3/1/2025	
District R/W Certification	2/15/2025	
Plan Package Received in C.O.	4/1/2025	
Sale	6/1/2025	
Award	7/1/2025	
Begin Construction	4/1/2026	
End Construction	8/1/2026	

SUMMARY OF STEPS

C-R-S MED-42-16.78  
 Consultant: American Structurepoint, Inc.  
 Agreement No. 1  
 Modification No. 0  
 PID No. 119446  
 Proposal Date 3/15/2024

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
<b>AUTHORIZED TASKS:</b>								
Planning Phase								
\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$49.33	555	\$27,380	\$50,732	\$148	\$2,255	\$0	\$7,764	\$88,279
Environmental Engineering Phase								
\$41.50	8	\$332	\$615	\$2	\$0	\$0	\$94	\$1,043
Final Engineering Phase								
\$47.12	147	\$6,926	\$12,833	\$37	\$0	\$0	\$1,964	\$21,761
Construction Engineering Phase								
\$47.12	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL AUTHORIZED TASKS</b>								
\$48.79	710	\$34,638	\$64,181	\$187	\$2,255	\$0	\$0	\$111,083
<b>IF-AUTHORIZED TASKS:</b>								
Planning Phase								
Preliminary Engineering Phase								
\$41.27	\$80.00	\$2,476.00	\$4,587.78	\$13.37	\$0.00	\$0.00	\$702.12	\$7,779
Environmental Engineering Phase								
Final Engineering Phase								
Construction Engineering Phase								
<b>TOTAL IF-AUTHORIZED TASKS</b>								
								\$7,779
<b>GRAND TOTAL</b>								
								\$118,862

C-R-S		MED-42-16.78		PROPOSAL LABOR SUMMARY										Version:
Consultant:		American Structurepoint, Inc.												Sept 2021
Agreement No.		1												
Modification No.														
PID No.		119446												
Proposal Date		3/15/2024												
Task Description				No. of Units	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Registered Land Surveyor	Staff Surveyor	Two-man Survey Crew	Hours	Cost	
<b>AUTHORIZED TASKS:</b>														
<b>2 - Preliminary Engineering Phase</b>														
<b>2.3 - AER Design</b>														
2.3.A - Field Survey and Aerial Mapping														
2.3.A.A - Project Control, Benchmarks, and Reference Points														
2.3.A.A.1 - Type "A" Concrete Monument (See RM 1.1)														
2.3.A.A.2 - Type "B" Monument Specified														
2.3.A.B - Monumentation recovery														
2.3.A.B.1 - Existing Centerline and R/W														
2.3.A.B.2 - Property Lines (Used on projects with additional R/W needed)														
2.3.A.C - Base Mapping (incl. field verify.)														
2.3.A.C.2 - R/W Project														
2.3.A.G - Property Owner Notification														
<b>TOTAL 2.3 - AER Design</b>														
<b>2.7 - Stage 1 Design</b>														
2.7.A - Roadway														
2.7.A.A - Title Sheet														
2.7.A.B - Schematic Plan														
2.7.A.C - General Notes														
2.7.A.D - Typical Sections														
2.7.A.F - Plan and Profile - Mainline														
2.7.A.J - Intersection Details														
2.7.A.N - Traffic Control														
2.7.C - Utilities														
2.7.C.A - Utility Coordination and Documentation														
2.7.C.D - Add Utilities to Plan/Profile Sheets														
2.7.H - Prepare C2 Cost Estimates and Update Milestones														
2.7.H.A - Roadway/Interchange Costs														
<b>TOTAL - 2.7 - Stage 1 Design</b>														
<b>2.8 - Project Management for Preliminary Engineering Phase</b>														
2.8.A - Meetings														
2.8.B - General Oversight														
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>														

C-R-S		PROPOSAL LABOR SUMMARY										Version: Sept 2021
Task Description	No. of Units	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Registered Land Surveyor	Staff Surveyor	Two-man Survey Crew	Hours	Cost		
<b>3 - Environmental Engineering Phase</b>												
<b>3.3 - Stage 2</b>												
3.3.E - Maintenance of Traffic			2		6				8	\$332		
3.3.E.A - MOT General Notes			2	0	6	0	0	0	8	\$332		
<b>TOTAL 3.3 - Stage 2</b>			2	0	6	0	0	0	8	\$332		
<b>3.3 - Environmental Engineering Phase</b>												
<b>Total - 2 Preliminary Engineering Phase</b>			30	32	98	14	4	105	555	\$27,380		
<b>4 - Final Engineering and R/W Phase</b>												
<b>4.2 - Stage 3 Detailed Design Plans</b>												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary	1		2		8				10	\$406		
4.2.A.C - Roadway Subsummary	1		2	4	10				16	\$660		
4.2.A.F - Pavement Marking Subsummary	1		2	4	10				16	\$660		
4.2.A.G - Signing Subsummary	1		2	2	6				8	\$312		
4.2.A.M - General Summary Sheet	2		4	8	20				32	\$1,320		
4.2.A.P - General Notes	4		2		14				16	\$628		
4.2.D - Miscellaneous			2						2	\$110		
4.2.D.A - Obtain Railroad Agreement			14	18	68	0	0	0	100	\$4,098		
<b>TOTAL 4.2 - Stage 3 Detailed Design Plans</b>			0	18	68	0	0	0	100	\$4,098		
<b>4.3 - Prepare Cost Estimates and Revise Milestone</b>												
4.3.A - Roadway/Interchange Costs			2	4	10				16	\$660		
<b>TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone</b>			0	4	10	0	0	0	16	\$660		
<b>4.4 - Final Plan Package</b>												
4.4.A - Submission of Final Tracings and Documentation			9						9	\$630		
<b>4.4 - Final Plan Package</b>			9	0	0	0	0	0	9	\$630		
<b>4.5 - Project Management for Final Engineering and Right of Way Phase</b>												
4.5.A - Meetings			2						2	\$140		
4.5.B - General Oversight			12						12	\$840		

C-R-S		PROPOSAL LABOR SUMMARY										Version: Sept 2021	
<b>Consultant:</b>	MED-42-16.78	American Structurepoint, Inc.											
<b>Agreement No.</b>	1												
<b>Modification No.</b>													
<b>PID No.</b>	119446												
<b>Proposal Date</b>	3/15/2024												
<b>Task Description</b>		<b>No. of Units</b>	<b>Project Manager</b>	<b>Senior Engineer</b>	<b>Project Engineer</b>	<b>Staff Engineer</b>	<b>Registered Land Surveyor</b>	<b>Staff Surveyor</b>	<b>Two-man Survey Crew</b>	<b>Hours</b>	<b>Cost</b>		
<b>TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase</b>		14	0	0	0	0	0	0	0	14	\$980		
<b>4.6 - Pre-Bid Activities</b>													
4.6.A - Pre-Bid Questions		8	0	0	0	0	0	0	0	8	\$560		
<b>TOTAL 4.6 - Pre-Bid Activities</b>		8	0	0	0	0	0	0	0	8	\$560		
<b>TOTAL - Final Engineering Phase</b>		31	16	22	78	0	0	0	0	147	\$6,926		
<b>TOTAL AUTHORIZED PARTS</b>		61	50	120	356	14	4	105	710	\$34,638			
<b>IF-AUTHORIZED TASKS:</b>													
2.7.K - Signal Plans		5	8	14	38				60	\$2,476			
<b>TOTAL IF-AUTHORIZED PARTS</b>													
<b>GRAND TOTAL</b>													\$34,638

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Medina, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: MED-42-16.78 US 42 Resurfacing (City of Medina), PID 119446 ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated March 15, 2024 ("Services").

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: as outlined in Engineer's fee proposal dated March 15, 2024. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R.**

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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## 2.02 Basis of Payment

### A. Owner shall pay Engineer for Services as follows:

1. For the Base Services, a Lump Sum amount of \$111,083.00.
2. For "If Authorized" services, a Lump Sum amount of \$7,779.00.
3. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

## 2.03 Additional Services: For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

## 3.01 Termination

### A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
  - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2024.00165

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- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under

this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the**

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EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2024.00165

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Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
  
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer’s Proposal Letter dated March 15, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Medina, Ohio

Engineer: American Structurepoint, Inc.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner’s receipt of notices:  
Patrick Patton  
\_\_\_\_\_  
132 North Elmwood Avenue  
\_\_\_\_\_  
Medina, Ohio 44256  
\_\_\_\_\_

Address for Engineer’s receipt of notices:  
Willis R. Conner  
\_\_\_\_\_  
600 Superior Avenue East, Suite 2401  
\_\_\_\_\_  
Cleveland, Ohio 44114  
\_\_\_\_\_

RCA 24079-3/25

**City of Medina**

**Board of Control/Finance Committee Approval**

Finance  
Only

**Administrative Code: 141**

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.00 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 3/19/2024

Department: Grants

Amount: \$34,976.28

B.O.C. Approval Date: \_\_\_\_\_  
(Finance Use Only)

Account Number: 109-0631-53315

Vendor: Coulter Ventures LLC - DBA Rogue Fitness

Department Head/Authorized Signature: 

**Item/Description:**

Increase Purchase Order from \$34,976.28 to \$34,977.82

P.O. # 2024-1068

-----

**FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)**

Date Approved/Denied by Finance Committee: \_\_\_\_\_

\_\_\_\_\_  
Clerk of council

Date to Finance: \_\_\_\_\_

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
  - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.



**City of Medina**  
 132 North Elmwood Ave  
 P.O. Box 703  
 Medina, OH 44258

**PURCHASE ORDER**

Page: 1  
 P.O. Number: **2024001068**  
 P.O. Date: 02/26/2024  
 Req. Number: FINANCE 2/26/24

**Deliver To** PLANNING DIRECTOR  
 CITY OF MEDINA  
 132 N ELMWOOD AVE  
 MEDINA, OHIO 44256

Requested By: Emily Pettway  
 Blanket Type:  
 Ship Via:  
 Terms:

**Vendor** R00436  
 COULTER VENTURES LLC  
 DBA: ROGUE FITNESS  
 545 E 5TH AVENUE  
 COLUMBUS, OH 43201

TERMS:  
 1. City of Medina is exempt from excise or sales tax.  
 2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.  
 3. Delivery must be prepaid to destination shown above or billed to same.  
 4. No change may be made in this order without consent of the Director of Finance.  
 DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
RCA 24-059-2/26						
Accounting						
001	WORKOUT EQUIPMENT-CITY HALL WORKOUT RM	109-0631-53315				\$34,976.28

Purchase Order Total: \$34,976.28

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

3/7/2024

Director of Finance

Date

# REQUEST FOR COUNCIL ACTION

No. RCA 24-680-3/25

FROM: Chief Walters  
DATE: 3/20/2024  
SUBJECT: Sale of Fire Department Trailer

Committee Finance

## SUMMARY AND BACKGROUND:

Requesting Finance approval to sell a 2013 Forest River, 16' utility trailer to the Medina County Emergency Management Agency for \$ 5,000.00. This trailer was purchased in 2012 for use by the Fire Department for special response equipment and has only been used twice during that time, and no longer matches the current response model used by the Fire Department.

Walton & Associates Group, LLC. was contracted to provide an appraisal on the trailer and provided a value of \$ 5,000.00 in their report.

## Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No.  
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested:  
Reason:

---

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**WALTON & ASSOCIATES GROUP, LLC**  
**AUCTIONEERS & APPRAISERS**  
7996 BONETA ROAD STE. B  
WADSWORTH, OH 44281  
330.607.3687

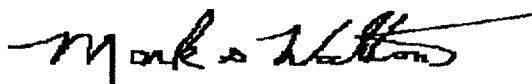
**BROKER PRICE OPINION APPRAISAL REPORT**  
**CITY OF MEDINA, OH. - FIRE DEPARTMENT**

**NINO PICCOLI**  
**DIRECTOR OF CITY SERVICES, MEDINA OH.**  
132 N. ELMWOOD AVE.  
MEDINA, OH. 44256  
330-722-9082

**COMPLETED AT – MEDIA FIRE DEPARTMENT STATION 5**  
**6664 WADSWORTH ROAD MEDINA, OH. 44256**

**IN THE PRESENCE OF FIRE CREW**

**DATE OF APPRAISAL: FEB. 13, 2024**  
**APPRAISAL COMPLETED BY: MARK S. WALTON, PRESIDENT**



SIGNED: \_\_\_\_\_ DATE: 10/15/22 \_\_\_\_\_



**PURPOSE OF APPRAISAL:** To determine Fair Market Value of the personal property (trailer) located at 6665 Wadsworth Rd., Medina OH. 44256 (*Fair Market Definition:* The point at which willing buyer and seller meet, both knowledgeable, neither under duress, at a particular point in time. Fair Market Value does not represent a forced liquidation, or replacement cost of item with new item.

**SCOPE OF APPRAISAL:** The appraisal and attendant report represent chattel assets personally seen at the subject addresses.

**ATTESTATION & CERTIFICATIONS:** This is to certify and attest to the fact that each item appraised was actually physically seen in place on location on the date of the appraisal. We further state that we received no attempts to influence the appraiser, appraisal prices, or the appraisal process in any fashion.

- LICENSED OHIO AUCTION FIRM WHO HAS CONDUCTED 3,000+ AUCTIONS OF ALL TYPES FOR THE PAST 25+ YEARS
- AUCTION FIRM WHICH HAS BEEN CONDUCTING ALL TYPES OF REAL ESTATE AUCTIONS FOR OVER 20 YEARS.
- DIRECTOR, WALTON SCHOOL OF AUCTIONEERING, A NATIONALLY RECOGNIZED TRAINING SCHOOL FOR POTENTIAL AUCTIONEERS. TEACHING APPRAISAL TECHNIQUES - LICENSED UNDER THE AUSPICES OF THE OHIO DEPARTMENT OF COMMERCE
- CES PROFESSIONAL DESIGNATION (CERTIFIED ESTATE SPECIALIST)
- BPO PROFESSIONAL DESIGNATION (BROKER PRICE OPINION)
- FORMER MEDINA, COUNTY PROBATE COURT APPRAISER
- CURRENT MEDINA COUNTY SHERRIF'S APPRAISER
- OHIO LICENSED REAL ESTATE BROKER
- INDEPENDENT APPRAISER FOR MANY LAW FIRMS - SUMMIT, MEDINA & PORTAGE COUNTIES
- BS MARKETING, UNIVERSITY OF AKRON

**Description:**

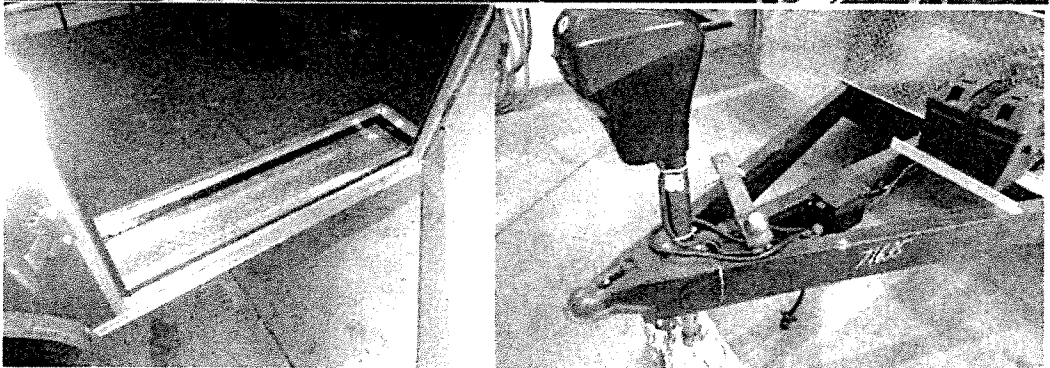
2013 Forest River 16' x 6.5' enclosed utility trailer, Gross Vehicle Weight Rating 9,800 LB, dual axle, electric trailer jack, electrified and lighted interior, interior cabinets & shelving, vented roof, side access man door, rear ramp door, floor mounted tie down rings, roof racks – This trailer is in excellent condition with no noticeable damage, scratches, rust to exterior of unit. Interior is also in good condition with only some light cosmetic issues from use such as staining on floor. Fair Market Valuation of this property is: \$5,000.00

**Specs:**

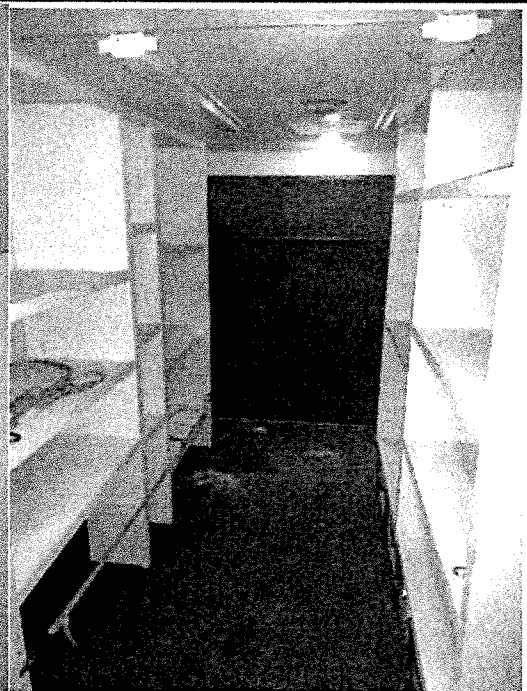
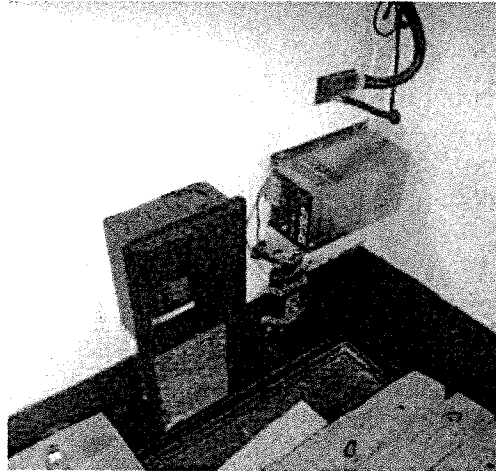
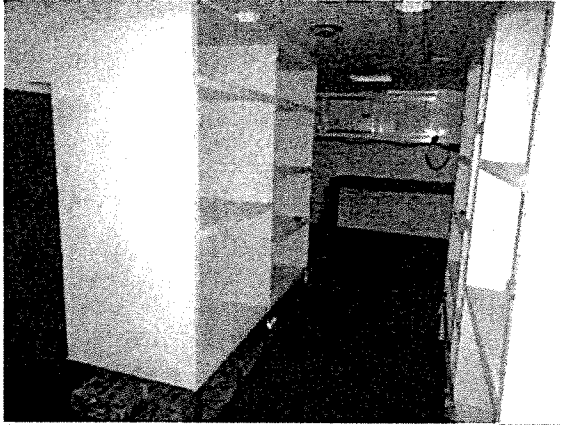
MANUFACTURED BY / FACILITY PART		FOREST RIVER, Inc.		DATE	10/3/2012
VIN		5NHUAM625DN071635		TYPE / CODE	TRA/REM TRA/REM
GVWR / GVW		4445 KG ( 9800 (LB)		AMB 516TA3 AMN071635	
Coupler Size		2 5/16			
FRONT AXLE		TIRE (LEFT)		TIRE (RIGHT)	
FRONT AXLE	2223 KG 4900 (LB)	ST225/75R15/D	15X8.0JJ	COLD INFL. PRESSURE (SEE OWNER MANUAL)	
FRONT AXLE	0 KG 0 (LB)	0	0	445 PSI SINGLE DUAL 65 PSI/PSI <input checked="" type="checkbox"/> <input type="checkbox"/>	
FRONT AXLE	2223 KG 4900 (LB)	ST225/75R15/D	15X8.0JJ	445 PSI SINGLE DUAL 65 PSI/PSI <input checked="" type="checkbox"/> <input type="checkbox"/>	

**RECREATIONAL VEHICLE TRAILER CARGO CARRYING CAPACITY**  
 VIN: 5NHUAM625DN071635  
 Dry Weight: 3560  
 THE WEIGHT OF CARGO SHOULD NOT EXCEED  
 2830 kg or 6240 lbs  
 CAUTION:  
 A full load of water equals 0 kg or 0 lbs of cargo @ 1 kg/L (8.33 lbs/gal)

# Exterior



Interior



**Grand Total Fair Market Value of Item Appraised     \$ 5,000**

OK  
D. Hanwell  
3-21-24

# REQUEST FOR COUNCIL ACTION

No. 24-081-3/25

FROM: Mayor Dennis Hanwell  
DATE: March 21, 2024  
SUBJECT: Transfer of Medina City Parking Lot

Committee: Finance

## SUMMARY AND BACKGROUND:

Respectfully request Council to transfer the City parking lot on the west side of the 200 block of South Elmwood Avenue to the Medina City Development Corporation for the purpose of increasing and enhancing economic development in the area. The attached property description and proposed improvements to the existing lot are attached, as well as the Letter of Interest from the Legacy Hotel and Event Center Group.

Estimated Cost: 0

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_

NEW APPROPRIATION needed in Account No. \_\_\_\_\_

Emergency Clause Requested: No

Reason:

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

THE  
LEGACY  
HISTORIC | HOTEL | MEDINA

Mayor Dennis Hanwell  
Medina City Hall  
132 N Elmwood Avenue  
Medina, Ohio 44256

3/15/2024

Dear Dennis –

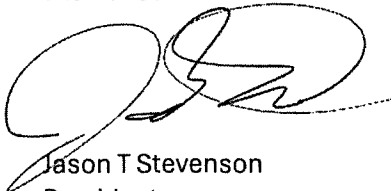
Per our discussions recently regarding the city parking lots on Elmwood Avenue, opposite our approved planned parking for our hotel and event center parking, we are very interested in taking the next steps towards formalizing a long term arrangement with the City to lease the property for our use when we have overflow parking needs.

We would propose to net lease the site for an extended period – 25 to 30 years – to ensure long-term usage and would have exclusive use when we have overflow parking needs. This exclusive use applies when we have private events and we will be responsible for indicating and overseeing the lot for each event. We will agree to certain exempted times and dates – for example, the annual Ice Festival – and certain other city-wide events where city parking is at a premium.

We would like to arrange for our possession to begin as soon as practical so that we can utilize the space for additional landing, staging, and certain construction and demolition needs. Once complete, we will expand the lot to adhere to the proposed 94 space plan we discussed in your office. This plan increases the lot from 41 spots to 94 spots and will create a win-win arrangement between the city – who gains 53 spots to use whenever we don't have exclusive overflow needs – and for our project – so that we have parking on certain times when needed to accommodate guests and ensure we are not negatively affecting parking or traffic flow on the main thoroughfare of S Court Street.

Please let me know how we can expeditiously proceed.

Thank You



Jason T Stevenson  
President  
Legacy Hotel and Event Center



## Dennis Hanwell

---

**From:** Nils Johnson <nils@cunninghamengineering.com>  
**Sent:** Wednesday, March 20, 2024 4:38 PM  
**To:** Dennis Hanwell; Patrick Patton  
**Cc:** Jason Stevenson  
**Subject:** FW: City Parking Lot - Document  
**Attachments:** 2019OR009523 Parking01.pdf

We researched this and talked to the tax map office. Based on the understanding that it will be transferring from the City of Medina to another governmental entity, tax maps will allow it to transfer using the same descriptions used in the previous deed (2019). The deed from the previous transfer is attached. Please let me know if you have any questions or need anything else.

Nils E. Johnson, P.E.  
*President*  
**Cunningham and Associates, Inc.**  
**Civil Engineering and Surveying**  
203 West Liberty Street  
Medina, Ohio 44256  
330-725-5980  
[nils@cunninghamengineering.com](mailto:nils@cunninghamengineering.com)

**From:** Doug Jewel <dougj@cunninghamengineering.com>  
**Sent:** Wednesday, March 20, 2024 4:23 PM  
**To:** Nils Johnson <nils@cunninghamengineering.com>  
**Subject:** FW: City Parking Lot - Document

Existing descriptions will work for the transfer.

Regards,  
DSJewel

**From:** Michael A. Martin <mamartin@medinaco.org>  
**Sent:** Wednesday, March 20, 2024 4:05 PM  
**To:** Doug Jewel <dougj@cunninghamengineering.com>  
**Subject:** Re: City Parking Lot - Document

Those are fine to transfer

Thank you!!

Mike Martin  
Medina County Tax Map Supervisor.  
144 N Broadway, Room 116  
Medina, OH 44256  
my line: 330.725.9798

office phone: 330.725.9777  
[mamartin@medinaco.org](mailto:mamartin@medinaco.org)

On 3/20/24 15:27, Doug Jewel wrote:

Mike,

As discussed – here is the document that transferred ownership from County Commissioners to City of Medina. The intent is for the City of Medina to transfer to another City/Government entity NOT to a private owner.

Stay Safe – Stay Healthy – Regards,

Douglas S. Jewel, P.E., P.S.  
Vice President | Field Operations Manager  
Cunningham & Associates, Inc.  
203 West Liberty Street  
Medina, OH 44256  
(330) 725-5980  
(330) 725-8019 Fax





8 2 4 7 6 2 3  
Tx:8170130

**2019OR009523**

**JOSEPH F. SALZGEBER  
MEDINA COUNTY RECORDER  
MEDINA, OH  
RECORDED ON  
05/23/2019 12:49 PM**

**REC FEE: 52.00  
PAGES: 6  
DOC TYPE: WD**

**MEDINA COUNTY RECORDER**

**JOSEPH F. SALZGEBER**

**(DO NOT REMOVE THIS COVER SHEET.  
THIS IS THE FIRST PAGE OF THIS DOCUMENT)**

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code. 523.2019  
1.50 FEE \$ \_\_\_\_\_  
EXEMPT EU-A  
Michael E. Koveck, CXS Medina County Auditor

## WARRANTY DEED

\*HTTA Board of Medina County Commissioners

*Know all Men by these Presents That,* the Medina County Board of County Commissioners\* the Grantor, who claims title by or through instruments, recorded in Volumes OR 1012 Page 342 and OR 1012 Page 344, Document No. 001012000342 and Document No. 001012000344, Medina County Office of County Recorder, for the consideration of Fifty-Two and 00/100 Dollars (\$52.00) and other good and valuable consideration received to the full satisfaction of the Grantee, **the City of Medina, Ohio, an Ohio municipal corporation** whose tax mailing address will be 132 North Elmwood Avenue, Medina, Ohio 44256 does **Give, Grant, Bargain, Sell and Convey** unto the said Grantee, its successors and assigns, the following described premises:

*Parcel One/Permanent Parcel No. 028-19A-21-265*

*Situated in the City of Medina, County of Medina and State of Ohio: And being the north part of City Lot 22, and the south part of Lot 23 of said city, and bounded and described as follows: Beginning at a point in the east line of said Lot 22, which point is 55.0 feet south of the northeast corner of said Lot 22; Thence North, in the east lines of Lots 22 and 23, a distance of 100.5 feet; Thence West, in a line parallel to the north line of said Lot 22 to the west line of said Lot 23; Thence South in a west line of Lots 23 and 22, a distance of 100.5 feet; Thence East in a line parallel to the north line of said Lot 22 to the east line of said lot, and the place of beginning, be the same more or less, but subject to all legal highways.*

*Permanent Parcel No. 028-19A-21-265*

*Parcel Two/Permanent Parcel No. 028-19A-21-266:*

*Situated in the City of Medina, County of Medina and State of Ohio: And being the middle part of City Lot 22 on the Medina Township side and bounded and described as follows: On the north, by land in said lot owned formerly by Myron Reese, now or formerly owned by Jean A. and Leonard E. Morse and H.K.P., Inc. as recorded in Deed Volume 1012, Page 342 and Deed Volume 1012, Page 344 respectively, of the Medina County Recorder's Records; on the east by east line of said Lot; on the south by a line parallel with said north line and being 50 feet south thereof; and on the west by land in said lot formerly owned by E.T. Pierce, now or formerly owned by said Jean A. and Leonard E. Morse and H.K.P., Inc. and having a frontage on Elmwood Avenue, of fifty feet, be the same more or less, but subject to all legal highways.*

*Permanent Parcel No. 028-19A-21-266*

*Parcel Three/Permanent Parcel No. 028-19A-21-267*

*Situated in the City of Medina, County of Medina and State of Ohio: And known as being a part of City Lots 20 and 22 on the Medina Township side of said City bounded and described as follows: Beginning at a point in the west line of Lot 22, 55 feet south from the northwest corner of Lot 22 and extending east along the south line of lands owned or formerly owned by Jean A. and Leonard E. Morse and H.K.P., Inc. as recorded in Deed Volume 1012, Page 342 and Deed Volume 1012, Page 344 respectively, of the Medina County Recorder's Records, to an iron stake at the northwest corner of the above lands now or formerly owned by Jean A. and Leonard E. Morse and H.K.P., Inc. a distance of 60 feet; Thence South along the west line of said Morse and H.K.P., Inc. land 50 feet; Thence West in a line parallel to the north line 60 feet to the west line of Lot 22 and continuing west in the same line in Lot 20, 32 feet to property now or formerly owned by Scott R. and Kimberly A. Evilsizer as recorded in Deed Volume 625, Page 320 of the Medina County Recorder's Records; Thence North along said property line 71.8 feet to an iron stake; Thence East 32 feet to the east line of said Lot 20; Thence South along said lot line 21.8 feet to the place of beginning, be the same more or less, but subject to all legal highways.*

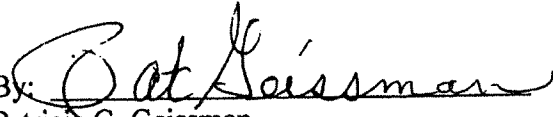
*Permanent Parcel No. 028-19A-21-267*


*Address commonly known as: S. Elmwood Avenue, Medina, OH 44256*

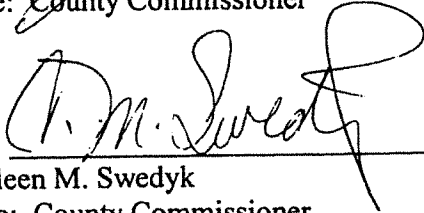
To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And **THE MEDINA COUNTY BOARD OF COUNTY COMMISSIONERS**, the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and having good right to bargain and sell the same in manner and form as above written, and that the same are **free from all encumbrances whatsoever** excepting from the general warranty covenants, restrictions of record and conditions, reservations and easements created in conjunction with such restrictions, zoning ordinances, if any, and taxes and assessments both general and special for the current half of the taxable year and thereafter and that they will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

**MEDINA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By:   
Patricia G. Geissman  
Title: County Commissioner

By:   
William Hutson  
Title: County Commissioner

By:   
Colleen M. Swedyk  
Title: County Commissioner





