

**SPECIAL LEGISLATION AGENDA
Monday, January 13, 2025
Council Rotunda**

Special Legislation Committee (5:30 p.m.)

1. RCA 24-263-12/9 - Medina Pedal Company – Community Spirit Mobile

**FINANCE COMMITTEE AGENDA
January 13, 2025**

Finance Committee (Immediately following Special Legislation)

1. Assignment of Requests for Council Action
2. 24-202-10/15 – Elected Official Salaries for 2026-2029
3. 24-262-12/9 – Guaranteed Maximum Price Agreement #1 - Courthouse
4. 25-001-1/13 – 2025 Membership Renewal – Main Street Medina
5. 25-002-1/13 – Refund of Rubbish Charges
6. 25-003-1/13 – Budget Amendment
 - a. #2025-001 – Sanitation Refund
7. 25-004-1/13 – Fund Transfer – MCRC Capital
8. 25-005-1/13 – Fund Transfer – Railroad Fund
9. 25-006-1/13 – Amend S&B 31.05 & 31.07 – Civil Service Secretary & Job Description
10. 25-007-1/13 – Expenditure – Flock Group – Police Dept.
11. 25-008-1/13 – Expenditure – Akron Uniforms – Police Dept.
12. 25-009-1/13 – Wellness Service Agreement – MCRC
13. 25-010-1/13 – Programmatic Agreement w/ OH Historic Preservation Office
14. 25-011-1/13 – Amend Code 371.01(a) – Crosswalks
15. 25-012-1/13 – LPA Project Agreement w/ ODOT – Prospect St. Bridge

16. 25-013-1/13 – LPA Project Agreement w/ ODOT – S. Huntington St. Bridge
17. 25-014-1/13 – Petition to Join JEDD – Albrecht, Inc.
18. 25-015-1/13 – Then & Now – Dell Technologies – IT
19. 25-016-1/13 – Payment – Paul Davis Restoration – CHIP Grant, 30 Circle Drive
20. 25-017-1/13 – Accept NOACA Funding for State Rd. / Resolution of Support
21. 25-018-1/13 – Grant Application w/ ODOT – State Rd. Sidewalks
22. 25-019-1/13 – Task Order #1 – Delta Airport Consultants
23. 25-020-1/13 – Quadricycle Regulations
24. 25-021-1/13 – RFQ's/RFP's for PY25 CDBG Consultant Services
25. 25-021-1/13 – RFQ's/RFP's for PY25 CDBG Fair Housing Services

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 25-001-1/13 – 2025 Membership Renewal for Main Street Medina
- 25-002-1/13 – Refund of Rubbish Charges
- 25-003-1/13 – Budget Amendment
- 25-004-1/13 – Fund Transfer – MCRC Capital Contribution
- 25-005-1/13 – Fund Transfer – Railroad Fund
- 25-006-1/13 – Amend S&B 31.05 & 31.07 – Civil Service Secretary & Job Description
- 25-007-1/13 – Expenditure, Flock Group – Police Dept.
- 25-008-1/13 – Expenditure, Akron Uniforms – Police Dept.
- 25-009-1/13 – Amendment to Wellness Service Agreement – MCRC
- 25-010-1/13 – Programmatic Agreement – Ohio Historic Preservation Office – HUD Funds
- 25-011-1/13 – Amend Code 371.01(a) – Crosswalks
- 25-012-1/13 – LPA Project Agreement – Prospect St. Bridge
- 25-013-1/13 – LPA Project Agreement – S. Huntington St. Bridge
- 25-014-1/13 – Petition to Join JEDD – Albrecht, Inc.
- 25-015-1/13 – Then & Now – Dell Technologies – IT Dept.
- 25-016-1/13 – Exp. to Paul Davis Restoration, PY20 CHIP, 30 Circle Dr.
- 25-017-1/13 – Accept NOACA Funding for State Rd. / Resolution of Support
- 25-018-1/13 – Grant Application to ODOT for State Rd. Sidewalks
- 25-019-1/13 – Delta Airport Consultants Task Order #8 – Snow Removal Equipment
- 25-020-1/13 – RFQ's/RFP's for PY25 CDBG Consultant Services
- 25-021-1/13 – RFQ's/RFP's for PY25 CDBG Fair Housing Services

1/13/25

REQUEST FOR COUNCIL ACTION

No. RCA 24-202-10/15
Committee: Finance

FROM: Keith H. Dirham
DATE: Wednesday, September 28, 2024
SUBJECT: Elected Official Salaries for 2026-2029

SUMMARY AND BACKGROUND:

In the past I usually submitted this request early in each election year but last time around I was asked to submit it earlier so here it is more than a year before the next election.

Note that salaries for elected officials can change during a term but they have to be set before the filing deadline for the position.

I have attached a comparison sheet on which I listed comparative salaries for Strongsville, Brunswick, Wadsworth, and Wooster. Based on that:

Mayor:

- Strongsville pays almost three-quarters more
- Brunswick pays almost half-again as much
- Wooster pays marginally less
- Wadsworth pays considerably less

Finance Director:

- Strongsville and Wooster both pay about half-again as much
- Brunswick pays almost a quarter more
- Wadsworth pays marginally more to their City Auditor but they also have a City Treasurer and the combined salary of the two is about half-again as much

Council President:

- Strongsville pays almost half-again as much
- Brunswick pays about a quarter more
- Wadsworth pays marginally less
- Wooster pays considerably less

Council Member:

- Strongsville pays more than double
- Brunswick pays about three quarters more
- Wadsworth pays almost a fifth more
- Wooster pays marginally less

I also attached a publication from OPERS which includes handwritten notes from a conversation with them. The minimum to earn a full month towards retirement is \$721.44 in 2024 and goes up 1.75% per year. The minimum to earn a month toward healthcare is \$1,000. Persons paid less than the minimums still earn partial credit toward retirement but NOTHING toward healthcare.

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:

*10/15/24
form committee
(Charter Review
Committee)*

*Kathy - 3 people responded in October
then no responses back in Nov. 4
~~Nov 4~~ - sent new email Dec. 31st*

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: *Hold 10/15/24 - Ask Charter Review Commission to meet + make recommendation*

Ord./Res.
Date:

SECTION 31.01 SCHEDULE OF PAY FOR ELECTED OFFICIALS

All elected officials of the City of Medina, Ohio, shall be paid a salary in accordance with the following schedule of pay basis:

Director of Finance*	\$93,156.00 (Annual - 2022)	Payable Bi-weekly
	\$94,321.00 (Annual - 2023)	Payable Bi-weekly
	\$95,500.00 (Annual - 2024)	Payable Bi-weekly
	\$96,694.00 (Annual - 2025)	Payable Bi-weekly
(Ord. 42-00, 171-05, 99-17, 131-21)		

Mayor	\$88,759.32 (Annual - 2022)	Payable Bi-weekly
	\$90,978.16 (Annual - 2023)	Payable Bi-weekly
	\$93,252.64 (Annual - 2024)	Payable Bi-weekly
	\$95,584.06 (Annual - 2025)	Payable Bi-weekly
(Ord. 43-00, 170-05, 171-07, 109-13, 99-17, 131-21)		

President of Council	\$13,776.00 (2022 & 2023+)**	Payable Monthly
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Council Members	\$ 9,180.00 (2022 & 2023+)**	Payable Monthly
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**The salaries after 2023 shall stay the same until Council should take further action to increase at that time.

(Ord. 103-17, 32-19)

Municipal Court Judge *	ORC 1901.11	Payable Bi-weekly
Clerk of Court*	ORC 1901.31	Payable Bi-weekly
(Ord. 26-07)		

*That in accordance with Article III, Section 12 of the Charter of the City of Medina, Ohio, the above referenced increases shall take effect for those officials taking office January 1, 2022.

Elected Official Salary Comparison	As a Percentage of Medina			
	2024	2025	2024	2025
Mayor/City Manager				
Strongsville	160,000.00		171.58%	
Brunswick^	133,247.30	135,912.24	142.89%	142.19%
Medina	93,252.64	95,584.06	100.00%	
Wadsworth	53,672.04		57.56%	
Wooster~	86,846.00	89,017.00	93.13%	93.13%

Average
Median

Finance Director	2024	2025	2024	2025
Strongsville	137,259.00		143.73%	
Brunswick	117,823.05		123.37%	
Medina	95,500.00	96,694.00	100.00%	
Wadsworth*	102,279.96		107.10%	
Wooster	152,360.00		159.54%	

Average
Median

Council President	2024	2025	2024	2025
Strongsville	20,091.18		145.84%	
Brunswick	17,365.90		126.06%	
Medina	13,776.00	13,776.00	100.00%	100.00%
Wadsworth	11,660.04		84.64%	
Wooster	9,500.00		68.96%	

Average
Median

Council Member	2024	2025	2024	2025
Strongsville	18,841.79		205.25%	
Brunswick	16,089.11		175.26%	
Medina	9,180.00	9,180.00	100.00%	100.00%
Wadsworth	11,000.04		119.83%	
Wooster	8,500.00		92.59%	

Average
Median

*The salary listed is for Wadsworth's City Auditor. They also have a City Treasurer who is paid \$35,884 for 2024. The sum of the two for 2024 is 138,163.96

~In addition to Mayor, Wooster also has a "Director of Administration". The Director of Administration is paid \$150,467 for 2024

^The salary listed is for the Brunswick City Manager.



OPERS
 277 Main Hallway
 Columbus, OH 43215

Minimum Earnable Salary
 for 1 month credit

EMPLOYER NOTICE

Min. for health care
 eligibility = \$1000 per
 reporting month.

124 = \$721.44 per reporting month

125 = \$734.07

OPERS Board of Trustees Certifies Local Rates

→ will increase 1.75% each yr thru 2029.

WHO SHOULD READ THIS NOTICE

Finance directors, payroll and human resources professionals of OPERS employers.

SITUATION OVERVIEW

As required by Ohio retirement law, the OPERS Board of Trustees has certified employee and employer contribution rates for local division OPERS employers for the 2025 calendar year. **These rates remain unchanged** and will be in effect from Jan. 1, 2025 through Dec. 31, 2025 for all local division employers.

WHAT EMPLOYERS NEED TO DO

Ensure those processing retirement contributions have the accurate contribution rates. Below are the retirement contribution rates that will become effective for all pay periods ending on or after Jan. 1, 2025.

The 2025 **local division** contribution rates are:

	Employee	Employer
Local	10.00%	14.00%
Public Safety	12.00%	18.10%
Law Enforcement	13.00%	18.10%

The OPERS Board of Trustees previously certified employee and employer contribution rates for all state division employers for the biennium commencing July 1, 2023 through June 30, 2025. Below are the retirement contribution rates for all state division employers.

The contribution rates for all **state division employers** from **Jan. 1, 2025**, through **June 30, 2025** are:

	Employee	Employer
State	10.00%	14.00%
Public Safety	12.00%	18.10%
Law Enforcement	13.00%	18.10%

As a reminder: Salary must be reported when it is earned, not paid. This means each month you must report all pay periods ending in that month at the contribution rates that are in effect at that time – regardless of when the employee is paid.

OPERS Minimum for full retirement credit

	Monthly	Annual
2024	721.44	8,657.28
2025	734.07	8,808.78
2026	746.91	8,962.94
2027	759.98	9,119.79
2028	773.28	9,279.38
2029	786.81	9,441.77

*note that 2026-2029 are estimated based on their planned 1.75% annual increases

OPERS Minimum for healthcare credit

\$1,000 per month

REQUEST FOR COUNCIL ACTION

NO. RCA 24-262-12/9

FROM: Patrick Patton

COMMITTEE

DATE: December 3, 2024

REFERRAL:

Finance

SUBJECT: Medina Municipal Court Renovation- Guaranteed Maximum Price Agreement No. 1

Earlier this year Council selected The Ruhlin Company (Ruhlin) to perform Construction Manager at Risk duties for the Medina Municipal Court Renovation project. At that time, Council entered into an agreement with Ruhlin where they would complete various pre-construction duties related to the project. That work is ongoing.

The next steps in this process is for Council to enter into Guaranteed Maximum Price (GMP) contracts at various stages of the plan development. This request asks Council to enter into an agreement with Ruhlin to complete abatement, demolition and other items at the Medina Municipal Courthouse. This agreement is known as the Guaranteed Maximum Price #1 (GMP #1).

The preliminary budget estimates for GMP #1 Abatement and Demolition is attached.

Please note, Ruhlin is currently securing bids from potential sub-contractors. Those bids will determine the actual total cost for the GMP. The final guaranteed maximum price amount will be known and distributed to Council prior to the January 13 Council meeting.

Thank you for your consideration.

*Mike Schumaker
Asbestos + demolition
4 bidders interested*

ESTIMATED COST: \$2,170,970 (final GMP amount expected by January 7, 2025)

SUGGESTED FUNDING:

*50/50 split
per Coyne
12/23/24*

*Coyne - Law Library
to be excluded*

Sufficient Funds in Account Number:

*169-0716-54412
301-0716-54412*

*o Enclosed for JB
12/23/24 per Patton*

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: Reason: No

*1/8/25
per John Coyne
put back on Finance
to discuss*

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken: *12/9/24 JS/DS 7-0
1/13/25*

Ord./Res. Number: *Ord 13-25*
Date: *1-13-25*

Kathy Patton

From: Lori Bowers
Sent: Monday, December 23, 2024 3:15 PM
To: Kathy Patton
Subject: RE: Account Number

Hi Kathy,

The last part of the Courthouse project was split 50/50 between:

169-0716-54412 and
301-0716-54412

We should probably confirm that with the Judge and John.

Merry Christmas!

Lori

*Per J. Coyne
50/50*

-----Original Message-----

From: Kathy Patton <kpatton@medinaoh.org>
Sent: Monday, December 23, 2024 2:47 PM
To: Lori Bowers <lbowers@medinaoh.org>
Subject: Account Number

Hi Lori,
Please see attached, I need an account # for the ordinance.
Have a very Merry Christmas!!

Kathy

-----Original Message-----

From: administrator@medinaoh.org <administrator@medinaoh.org>
Sent: Monday, December 23, 2024 2:46 PM
To: Kathy Patton <kpatton@medinaoh.org>
Subject:

TASKalfa 4054ci
[d4:f0:c9:01:7b:78]

*2,170,970.00
\$ 1,085,485.00*

SUMMARY OF PROBABLE COST

Project: **CITY OF MEDINA
MEDINA MUNICIPAL COURT RENOVATION**



The Ruhlin Company

Design: **Brandstetter Carroll Inc.**
Phase: **PRELIMINARY GMP #1 ABATEMENT & DEMOLITION**
Date: **12/3/2024**

Overall Area: **28,700 SF**

BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE
1	ASBESTOS ABATEMENT	28,700	SF	\$27.70	\$795,000
2	DEMOLITION	28,700	SF	\$26.69	\$766,000
3	PLUMBING (Make Safe)	28,700	SF	\$1.50	\$43,000
4	HVAC (Make Safe)	28,700	SF	\$2.89	\$83,000
5	ELECTIRCAL (Make Safe)	28,700	SF	\$0.45	\$13,000
6	GENERAL REQUIREMENTS	28,700	SF	\$1.55	\$44,500
TOTAL OF ABOVE COSTS - TRADES WORK		28,700	SF	\$60.78	\$1,744,500
	ALLOWANCE No. 1 - Demo Permit & EPA Application	1	LS	\$5,000	\$5,000
	DESIGN/ESTIMATING CONTINGENCY	8%			\$139,960
TOTAL DIRECT CONSTRUCTION		28,700	SF	\$66	\$1,889,460
PRE-CONSTRUCTION STAGE COMPENSATION					
	Ruhlin Staff and Reimbursable Costs	1	LS	\$ 38,335	\$38,335
CONSTRUCTION STAGE COMPENSATION					
	Ruhlin Staff	1	LS	\$152,265	\$152,265
	General Conditions	1.50%			\$28,342
	CM Contingency	1.5%			\$31,051
	CM Fee	1.5%			\$31,517
TOTAL CONSTRUCTION COSTS		28,700	SF	\$76	\$2,170,970

PROJECT SOFT COSTS (to be included by Owner)

- | | |
|---|--------------|
| a. Owner Contingency - Scope Changes or Unforeseen Conditions | Not Included |
| b. A/E Design Costs | Not Included |
| c. Testing and Inspections | Not Included |
| d. Costs for Relocating Owner's Furniture, Books, Etc.. | Not Included |
| e. Temporary Power Consumption | Not Included |
| f. Temporary Heat & Fuel Consumption | Not Included |

ORD. 13-25



Great People. Proven Results.



GMP AMENDMENT #1

Abatement, Shoring & Demolition

City of Medina

Medina Municipal Court Renovation

Project No. 24023



January 6, 2025



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Asbestos Abatement and Selective Demolition

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Project Cost Breakdown – Exhibit B
Project Budget and Cost Breakdown

Drawings & Specifications – Exhibit C
GMP Basis Document(s)

Assumptions & Clarifications – Exhibit D

Construction Schedule – Exhibit E

Allowances – Exhibit F

Alternates – Exhibit G not used

Unit Prices – Exhibit H not used

Staffing Plan – Exhibit I

Great People, Proven Results





EXHIBIT A – FORM OF AGREEMENT

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

Form of Guaranteed Maximum Price Amendment #1

EXHIBIT A**FORM OF GUARANTEED MAXIMUM PRICE AMENDMENT****GUARANTEED MAXIMUM PRICE AMENDMENT**

Pursuant to Article 6 of the Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA® Document A133™ – 2019), dated as of August 26, 2024 (the "**Agreement**") between The City of Medina, ("**Owner**"), and The Ruhlin Company, an Ohio corporation ("**Construction Manager**" or "**CMR**"), Owner and Construction Manager desire to enter into this Guaranteed Maximum Price Amendment (this "**Amendment**") and establish a guaranteed maximum price for the Work (as defined in the Agreement and further herein). Therefore, Owner and Construction Manager agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

1. This Amendment covers the following Work: Enabling Work, Asbestos Abatement and Selective Demolition to accommodate future renovation activities
2. Capitalized words and phrases used but not defined herein shall have the same meanings as are ascribed to such words in the Agreement.
3. The Architect on the project is Brandstetter Carroll, Inc. ("Architect").
4. Construction Manager's guaranteed maximum price for the Work described herein and the GMP Documents attached hereto, including the Cost of the Work, Construction Manager's Fee and the Construction Contingency with respect to such work is One Million, Three Hundred Sixty-Six Thousand, One Hundred Fifty-Six (\$1,366,156.00).
5. The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT	DESCRIPTION	DATE	PAGES
A	Form of Guaranteed Maximum Price Amendment	01.06.25	2
B	Project Cost Breakdown	01.06.25	1
C	Drawings and Specifications upon which GMP #1 is based	12.11.24	2
D	Qualifications and Assumptions	01.06.25	4
E	GMP Schedule	01.06.25	1
F	Allowances	01.06.25	1
G	Alternates – not used	n/a	n/a
H	Unit Prices – not used	n/a	n/a
I	Staffing Plan	01.06.25	1

6. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
7. Except as specifically amended herein, all the provisions of the Agreement remain in full force and effect and all terms and conditions of the Agreement shall apply. In the event of an irreconcilable conflict between the terms of the Agreement and those of this Amendment, the terms of this Amendment shall control.
8. By execution of this Amendment, Construction Manager acknowledges that, as of the date of this Amendment, Construction Manager is not aware of, and has not reserved, any claim against the Owner.

This Amendment is entered as of the ____ day of _____, 2025.

OWNER:

CONSTRUCTION MANAGER:

THE CITY OF MEDINA, OHIO

THE RUHLIN COMPANY,
An Ohio corporation

By: _____
Dennis Hanwell
Mayor

By: _____
Jim Ruhlin Jr.
President & COO



EXHIBIT B – PROJECT COST BREAKDOWN

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

The Project Cost Breakdown incorporates the fully itemized general conditions, construction contingency, reimbursables, and associated fee in line with the basis documents.

SUMMARY OF PROBABLE COST

Project: **CITY OF MEDINA
MEDINA MUNICIPAL COURT RENOVATION**



The Ruhlin Company

Design: **Brandstetter Carroll Inc.**
Phase: **GMP #1 - ABATEMENT & DEMOLITION**
Date: **1/6/2025**

Overall Area: **28,700 SF**

BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE
1	ASBESTOS ABATEMENT	28,700	SF	\$12.73	\$365,280
2	DEMOLITION	28,700	SF	\$14.29	\$410,220
	ALLOWANCE #01 - Elevator Shoring				\$65,750
	ALLOWANCE #02 - Remobilization Fee				\$3,000
	ALLOWANCE #03 - Exterior Column Shoring				\$25,000
	ALLOWANCE #04 - Demo & Shoring for Courtroom Column D-7				\$15,000
	ALLOWANCE #05 - Penetrations				\$5,000
	ALLOWANCE #06 - Unforeseen Asbestos				\$10,000
3	PLUMBING (Make Safe)	28,700	SF	\$1.03	\$29,500
4	HVAC (Make Safe)	28,700	SF	\$0.70	\$20,000
5	ELECTRICAL (Make Safe)	28,700	SF	\$0.53	\$15,150
7	GENERAL REQUIREMENTS	28,700	SF	\$2.18	\$62,700
SUBTOTAL OF ABOVE COSTS - TRADES WORK		28,700	SF	\$35.77	\$1,026,600
	Enabling Project to Relocate Archives	1	LS	\$46,000.00	\$46,000
	Allowance #07 - Temporary Heat	1	LS	\$20,000.00	\$20,000
TOTAL DIRECT CONSTRUCTION		28,700	SF	\$38	\$1,092,600
PRE-CONSTRUCTION STAGE COMPENSATION					
	Ruhlin Staff and Reimbursable Costs	1	LS	\$ 38,335	\$38,335
CONSTRUCTION STAGE COMPENSATION					
	Ruhlin Staff	1	LS	\$152,265	\$152,265
	General Conditions				\$44,000
	CM Contingency	1.5%			\$19,333
	CM Fee	1.5%			\$19,623
TOTAL CONSTRUCTION COSTS		28,700	SF	\$48	\$1,366,156

REQUESTS FOR SUBSTITUTIONS AND CONTINGENCIES

- | | |
|---|--------------|
| a. Owner Contingency - Scope Changes or Unforeseen Conditions | Not Included |
| b. A/E Design Costs | Not Included |
| c. Testing and Inspections | Not Included |
| d. Costs for Relocating Owner's Salvage Furniture, Books, Etc.. | Not Included |
| e. Temporary Power Consumption | Not Included |
| f. Temporary Water & Fuel Consumption | Not Included |
| g. Demo Permit | Not Included |



EXHIBIT C – BASIS DOCUMENTS - DRAWINGS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

This GMP #1 is based on the following documents and specifications:

- Medina Municipal Courthouse Renovation
GMP #1 Demolition Package
Prepared by: Brandstetter Carroll, Inc.

Date: 12/11/2024

See full detail attached





CITY OF MEDINA COURTHOUSE RENOVATION

GMP #1 - DEMOLITION PACKAGE

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION

NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	12/10/24
G-001.1	GENERAL INFORMATION, GMP-1 DRAWING INDEX	12/10/24
STRUCTURAL DEMOLITION		
SD-101	FOUNDATION DEMOLITION PLAN	07/12/21
SD-102	LEVEL 2 & LEVEL 3 FRAMING DEMOLITION PLAN	07/12/21
SD-103	ROOF & PENTHOUSE FRAMING DEMOLITION PLAN	07/12/21
ARCHITECTURAL DEMOLITION		
AD-101	MEDINA CO. CH FIRST FLOOR LIMITED DEMOLITION PLAN	12/10/24
AD-101A	FIRST FLOOR DEMOLITION PLAN	12/10/24
AD-102	SECOND FLOOR DEMOLITION PLAN	12/10/24
AD-103	THIRD FLOOR DEMOLITION PLAN	12/10/24
AD-104	PENTHOUSE DEMOLITION PLAN	12/10/24
AD-105	ROOF DEMOLITION PLAN	12/10/24
AD-111	MEDINA CO. FIRST FLOOR RCP LIMITED DEMOLITION PLAN	12/10/24
AD-111A	FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-112	SECOND FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-113	THIRD FLOOR REFLECTED CEILING DEMOLITION PLAN	12/10/24
AD-214	DEMO INTERIOR ELEVATIONS	12/10/24
AD-215	DEMO INTERIOR ELEVATIONS	12/10/24
AD-216	DEMO INTERIOR ELEVATIONS	12/10/24
ARCHITECTURAL		
A-101A	MEDINA CO. CH FIRST FLOOR LIMITED CONSTRUCTION PLAN	12/10/24
PLUMBING DEMO		
PD-100	UNDERSLAB PLUMBING DEMOLITION PLAN	05/02/24
PD-101	FIRST FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-102	SECOND FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-103	THIRD FLOOR SAN, STORM AND VENT DEMOLITION PLAN	05/02/24
PD-104	PENTHOUSE/ROOF PLUMBING DEMOLITION PLAN	05/02/24
MECHANICAL DEMOLITION		
MD-101	FIRST FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-102	SECOND FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-103	THIRD FLOOR MECHANICAL DEMOLITION PLAN	05/02/24
MD-104	PENTHOUSE/ROOF MECHANICAL DEMOLITION PLAN	05/02/24
ELECTRICAL DEMOLITION		
ED-101	FIRST FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-102	SECOND FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-103	THIRD FLOOR ELECTRICAL DEMOLITION PLAN	05/02/24
ED-104	ROOF ELECTRICAL DEMOLITION PLAN	05/02/24
ED-601	ELECTRICAL ONE LINE DIAGRAM - NORMAL DEMOLITION	05/02/24
TECHNOLOGY DEMOLITION		
TD-100	OVERALL BUILDING PATHWAYS AND SPACES DEMOLITION PLAN	05/02/24

CITY OF MEDINA COURTHOUSE RENOVATION**SECTION 024119 - SELECTIVE DEMOLITION****PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION**

SPEC. NO.	DESCRIPTION	DATE
DIVISION 01 - SPECIFICATIONS - not provided		
DIVISION 02 - EXISTING CONDITIONS		
024119 Selective Demolition		12/11/2024
DIVISION 03 - CONCRETE - not provided		
DIVISION 04 - MASONRY - not provided		
DIVISION 05 - METALS - not provided		
DIVISION 06 - WOODS, PLASTICS, AND COMPOSITES - not provided		
DIVISION 07 - THERMAL AND MOISTURE CONTROL - not provided		
DIVISION 08 - OPENINGS - not provided		
DIVISION 09 - FINISHES - not provided		
DIVISION 10 - SPECIALTIES - not provided		
DIVISION 11 - EQUIPMENT - not provided		
DIVISION 12 - FURNISHINGS - not provided		
DIVISION 13 - SPECIAL CONSTRUCTION - not provided		
DIVISION 14 - CONVEYING EQUIPMENT - not provided		
DIVISION 21 - FIRE SUPPRESSION - not provided		
DIVISION 22 - PLUMBING - not provided		
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING - not provided		
DIVISION 25 - INTEGRATED AUTOMATION - not provided		
DIVISION 26 - ELECTRICAL - not provided		
DIVISION 27 - COMMUNICATIONS - not provided		
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - not provided		
DIVISION 31 - EARTHWORK - not provided		
DIVISION 32 - EXTERIOR IMPROVEMENTS - not provided		
DIVISION 33 - UTILITIES - not provided		

EXHIBIT D - ASSUMPTIONS & CLARIFICATIONS



General Assumptions / Clarifications

1. The GMP is based upon the terms and conditions of these Assumptions and Clarifications. These assumptions and clarifications shall be read in the context of the other Contract Documents and shall be interpreted to be consistent with other Contract Documents, if possible, but these clarifications and assumptions take precedence over any other Contract Documents in the event of a clear and irreconcilable conflict.
2. It is assumed the Contract Documents issued by Brandstetter Carroll, Inc. comply with all applicable laws, codes (including the latest City, State, or Federal Approved Building Codes), and regulations of various governmental entities having jurisdiction over this project. The GMP excludes the cost of correcting any code violations or requests from building inspectors should they be encountered during construction, unless detailed in the contract documents.
3. GMP schedule is based on Medina City Council providing Ruhlin with a signed Contract on or before February 10, 2025.
4. Applicable performance and payment bonds and Builder's Risk Insurance costs are included on the GMP as being provided by The Ruhlin Company.
5. The GMP is based on the Project Schedule with Date of January 6, 2025 and attached as Exhibit E to the GMP Amendment. The schedule is a baseline project schedule. Modifications and refinement to this schedule will be made based on Owner, Architect and Subcontractor coordination. Any work performed or contracted directly by the Owner, will be coordinated with Ruhlin in sufficient time to avoid impacting the overall Construction Progress Schedule or affecting specific Subcontract activities.
6. The GMP is based upon receiving all document deliverables from the Owner and Architect per the Project Schedule. A/E review period of Submittals shall not exceed (14) calendar days, A/E response time to Requests for Information shall not exceed (7) calendar days. Change Order pricing, change order proposal reviews and other deliverables that may have schedule implications; critical items requiring compressed review timeframes, will be identified on the submittal register and discussed during the weekly project team meetings.
7. The GMP is based on cooperation of the City of Medina Building Department, EPA and other AHJ's to allow continuation of the Work per the Project Schedule. Any impacts to the Project Schedule associated with the aforementioned entities may require time extensions and will be addressed on a case-by-case basis.
8. Ruhlin reserves the right to optimize the sequence of construction at any time. This may include re-arranging construction activities, adjustment of activity durations, and any other changes which will not affect the final delivery dates.

9. The GMP assumes that design changes will not be allowed on shop drawings/submittals or RFI responses without also issuing a Bulletin to the GMP basis documents. This is required so that all trade contractors are also made aware of the design changes that may impact on their work. In addition, this will ensure final design documents include subsequent design revisions for Medina City's records.
10. This GMP is based on all specified equipment and materials fitting within the dimensioned spaces identified on the documents, including all required tolerances and clearances.
11. The following items are to be provided by Owner and/or A/E:
 - a. CAD files, Drawings and Specifications in electronic format suitable for distribution at no cost.
 - b. All project related Professional Services, including environmental testing, third party Commissioning, air sampling for LEED, Special Inspections and Testing Services (soils, concrete, steel, masonry, curtain wall, fireproofing, Fire stopping, chamber testing, roofing, etc.).
 - c. Plan review fees, permitting and inspection costs.
 - d. All site, SWPPP, grading, building permit fees.
 - e. Utility tap, inspection fees, and capacity fees.
12. No shift work or overtime has been included based on the Project Schedule.
13. In the event, The Ruhlin Company needs to perform additional work to recover days, the following guidelines will be utilized for CMr Contingency:
 - a. Hours performed by the contractor greater than 40 cumulative hours for the week shall be considered overtime hours.
 - b. Hours worked by the contractor on a Saturday, regardless of total accumulated hours from the given work week are considered overtime hours.
14. All extended Subcontractor and Manufacturer warranties shall be "pass-through" warranties from the appropriate party; extended warranties by Ruhlin are not included in the GMP.
15. All contract and project documentation between the CM and the Owner will be electronically delivered. This includes all closeout documents, as-builts, O&M manuals, warranties, etc.
16. GMP is per the stated scope of work. However, this and any future GMP's will be cumulative, not mutually exclusive. The costs associated with items such as staffing, GC's, General Requirements, Contingency, etc. for the current GMP can be used in future GMP's. For example, contingency identified in this GMP can be utilized for items covered under future GMP Scope of Work.
17. All costs associated with Winter Weather Conditions, to include but not limited to: temporary heaters, fuel, admixtures, accelerators, hot water, blankets, tarps shall be covered under an allowance within GMP.
18. If add alternates are selected after the GMP approval, the completion date for the project will be reviewed on a case-by-case basis as some alternates could impact the schedule. All costs for alternates not accepted at the time of the GMP submission will need to be reevaluated after GMP approval if accepted.
19. The GMP Proposal pricing is based on the understanding that the entire project is sales tax-exempt as allowable under Ohio Revised Code and per Owner-issued certificate.

20. All loose furnishings or other items the Owner wants to salvage from the building shall be completed no later than February 25, 2025.

General Exclusions

1. Costs for any additional requirements, taxes, tariffs, or fees imposed under any statute, becoming effective after the date of the GMP Amendment.
2. The GMP does not assume any responsibility for the current conditions or integrity of the existing storm, sanitary, water, gas, or other existing utilities within or adjacent to the project.
3. The GMP does not include unforeseen impacts that may result from the COVID-19 or similar Coronavirus pandemic-like scenarios. We will take steps to minimize the cost or schedule impacts. This could include material lead times increasing, specific items becoming unavailable, availability of labor forces or other unknown impacts.
4. The GMP assumes that all items outside of the proposed work are code compliant. We do not include work to correct any deficiencies on site or in the existing structures beyond what has been identified in the basis documents of this GMP.
5. Private utility locating services are excluded. Ruhlin will contact OUPS to locate the existing utilities. Relocation, repairs or replacement of existing unidentified or unknown underground utilities, not shown to be performed within the basis documents, will be performed as change order work.
6. The GMP assumes the cost to eliminate any underground obstructions present on the site as unforeseen conditions, to be paid by the Owner.
7. No mock-ups are included in the GMP. Mock-up design drawings are to be prepared and provided by the Brandstetter Carroll, Inc. Change order pricing will be prepared for review/approval once mock-ups are identified.
8. No Pre-Construction Testing has been included in the GMP. Brandstetter Carroll, Inc. is to generate a list of desired systems that require pre-construction tests, with associated ASTM, ANSI, SMACNA, etc., industry standard and references.
9. Photographic Documentation of the Work is excluded.
10. Dumpsters for any Owner vendors and furnishings, fixtures and equipment.
11. The cost of the building permit is not included. It is assumed that any required demo and building permits will be in place to allow for the start of construction per the schedule.

Abatement and Demolition Clarifications

1. Scope and quantities for abatement are those as defined within HZW Consultants Asbestos Survey, dated April 27, 2020.

2. Demo for new walls, door or window openings within masonry partitions does not include new lintel support for existing masonry or other loads above. If necessary, lintels will be carried in future GMP.
3. Any ceilings that may exist above the ceilings shown on the documents for demo have not been accounted for and are excluded from this GMP.
4. Any flooring that may exist below the flooring shown on the documents for demo has not been accounted for and is excluded from this GMP.
5. Any underlying mastic on wood floors would require the subfloor to be completely removed, thus excluded from this GMP.
6. Removal of the mechanical equipment for the penthouse is not included within this GMP. This is being deferred to another GMP that will have a crane on site to reduce project cost.
7. Temporary shoring for the columns at the new elevator shafts will require future concrete contractor to pour back foundation before shoring can be removed. Elevator shoring has been estimated at (4) month duration and being carried as an Owner's allowance.
8. Exterior window demo is excluded, scope to be picked up in future GMP Amendment.
9. It is assumed that the slabs are not post-tension and can be cut without any necessities beyond proper shoring below.
10. Mastics will be abated using shot-blast method.
11. OSHA compliance air monitoring is included. No 3rd party air monitoring or testing is included.
12. All CMU walls are assumed to be hollow core with standard reinforcing, including the vaults. Vault demo is limited to HD doors.
13. Demo General Notes 8&9: Ceiling demo limited to those identified on demo/abatement plans. No reflected ceiling plans or new construction plans included with the basis documents.
14. Exclusions:
 - a. Wall covering removals,
 - b. Universal waste not identified,
 - c. Surveying,
 - d. Any confined space work,
 - e. Lead paint abatement,
 - f. Gen Notes: 2,3,5,13,15 on the AD drawings, 5 on the PD drawings, and similar references. Patching and repairing of walls and floors resulting from demo activities. These types of repairs will be evaluated for future GMP Amendments,
 - g. Demo associated with extending the In-Custody Corridor from the County courthouse



EXHIBIT E – CONSTRUCTION SCHEDULE

MEDINA MUNICIPAL COURTHOUSE

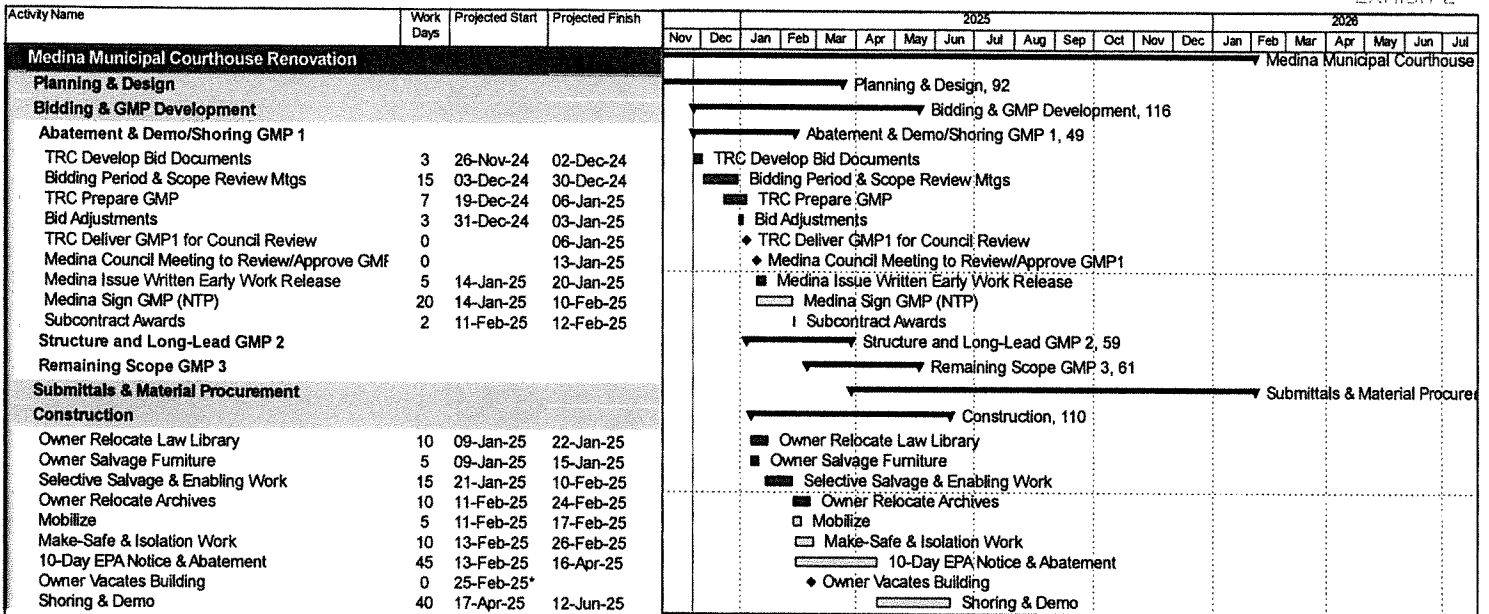
GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

The Construction Progress Schedule includes anticipated and projected Finish Milestone dates at this time. The dates and time periods pertinent to this GMP Amendt #1:

- Ruhlin to Deliver GMP to Medina City Council January 6, 2025
- Medina City Council to sign GMP, NTP February 10, 2025
- Ruhlin to Mobilize, Commence Demo & Abatement February 17, 2025
- Substantial Completion of Demo & Abatement Work April 18, 2025

*No Liquidated Damages Part of this Package



Data Date: 26-Nov-24
 Layout: Medina_1
 Issue: GMP #1

MEDINA MUNICIPAL COURTHOUSE
 2025 RENOVATIONS
 GMP #1 Abate & Demo Schedule
 January 6, 2025





EXHIBIT F – OWNER ALLOWANCES

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #1

Asbestos Abatement and Selective Demolition

Below is a list of ALLOWANCES included within this Guaranteed Maximum Price Amendment submission.

All allowance expenditures require the review and prior approval of the Owner, including. CMR agrees to track, document, and communicate to Owner, all allowances included in this GMP, used and unused. Any unused Allowances shall be credited back to the Owner in the form of a deduct change order prior to request for final payment. Any costs to provide the listed services more than the amounts listed below will result in an increase change order to Ruhlin.

Allowances included within the Construction Manager's scope of work.

1. Elevator Shoring: An allowance of \$70,000 for engineering, install, rental and removal.
2. Remobilization Fee: An allowance of \$3,000 to remobilize to the site at a later dated to perform defer shoring work, to reduce rental costs.
3. Exterior Column Shoring: An allowance of \$24,000 for engineering, install, rental and removal. Assumes (2) months rental, (4) towers total.
4. Courtroom Column Shoring/Demo: An allowance of \$20,000 for engineering, install, rental and removal to allow structural modifications to column D-7.
5. Penetrations: An allowance of \$5,000 to create new penetrations as requested.
6. Unforeseen Abatement: An allowance of \$10,000 to remove ACM beyond what has been identified on HZM Survey, April 2020.
7. Temporary Heat: An allowance of \$20,000 to temporarily heat the building after demo of existing heating system to include labor, delivery, installation, heaters, hoses, temporary enclosures, tenting and removal. All consumption charges will be paid by Owner under existing utility accounts.

OK
D. Hanwell
1-7-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-001-1/13
Committee: Finance

FROM: Dennis Hanwell, Mayor

DATE: January 7, 2025

SUBJECT: 2025 Membership Renewal for Main Street Medina

SUMMARY AND BACKGROUND:

Respectfully request Council to authorize expenditure of \$40,000 to renew membership in Main Street Medina for 2025, increased from \$30,000 in 2008-2024.

Invoice from Main Street Medina forthcoming.

Estimated Cost:

Suggested Funding:

- Sufficient funds in Account No.
- Transfer needed from Account No. _____ to Account No. _____

NEW APPROPRIATION needed in Account No. 001-0707-52211

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

RCA 25-002-1/13

REQUEST FOR COUNCIL ACTION – Finance Committee

No. _____

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 2, 2025
SUBJECT: Refund of rubbish charges

Committee: Finance Only

SUMMARY AND BACKGROUND:

Request to refund \$20,328.00 in Rubbish charged in error to Westbrook Holdings LLC (Acct #05580-001)

The account #05580-001 for Westbrook Holdings LLC located at 3725 Medina Road (outside city limits) covers billing for Rubbish Charges. The container is an 8 cy with pick up three times weekly for a monthly charge of \$580.80.

An overcharge (of \$580.80/month) was discovered occurring from Jan. 24, 2022 through Nov. 27, 2024. The data entry can be a flat rate charge and/or a rated charge. Even after an audit in 2023, this overcharge was not discovered. The account has since been corrected. The total billed and paid amount is \$20,328.00. This amount should be refunded to Westbrook Holdings LLC (managed by Gerspacher Real Estate Group, 5164 Normandy Park Dr. Suite 285, Medina OH 44256).

Estimated Cost: \$20,328.00

Suggested Funding: 514-0541-56612

Sufficient funds in Account No.:

Transfer needed: From Account No.:
To Account No.:

NEW APPROPRIATION needed – seep ap adj 2025-001

Emergency Clause Requested:

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

REQUEST FOR COUNCIL ACTION

No. RCA 25-004-1/13

Committee: Fin + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 2, 2025
SUBJECT: Transfer Request – MCRC Capital Contribution

SUMMARY AND BACKGROUND:

The Finance Department requests Council to authorize the Finance Director to transfer \$140,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13 and amended on July 11, 2022, via Ordinance 143-22.

Estimated Cost: \$140,000
Suggested Funding: MCRC Operating Fund #574
Sufficient funds in Account No.: 574-0350-56611
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:

Ord. 16-25
1-13-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-005-1113
Committee: Finance + Council

FROM: Keith Dirham, Finance Director
Lori Bowers, Deputy Finance Director
DATE: January 2, 2025
SUBJECT: Transfer Request – Railroad Fund

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$11,500 from the General Fund (#001) to the Railroad Fund (#145) for the City's share of the railroad operation.

Refer to Ordinance No. 228-24 (Memorandum of Understanding) for further information.

Estimated Cost: \$11,500
Suggested Funding: General Fund
Sufficient funds in Account No.: 001-0707-56611
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.
16-25
Date: 1-13-25

REQUEST FOR COUNCIL ACTION

No. RCA 25-006-1/13

FROM: CSC Chairman Jim Palmquist & Finance Director Keith Dirham Committee: Finance

DATE: 1/8/2025

SUBJECT: New Job Description & Pay Grade Change Request for CSC Secretary Classification
Amend s+B 31.05 + 31.07

SUMMARY AND BACKGROUND:

Attached is an updated job description for the Civil Service Secretary classification. Over the years, additional responsibilities have been assigned to this classification. This new job description highlights these responsibilities caused by changes to tax laws, or commercial driver license regulations and addition of the city's wellness program. The federal labor law has also imposed many new regulations over the years that add to complicating payroll calculations.

The current pay rate for this position is Pay Grade 11A-F (\$28.15-\$35.93) (2024 rate). Recently when the Payroll Clerk's pay grade was increased from 9A-F to 13A-F, wage information from other communities regarding their CSC Secretary pay was also requested, but no responses were received. Responsibilities are different in every city. Not many CSC secretaries cover both, city classified employees and schools classified support employees. Not many certify payroll. Most mainly collect applications and handle testing for Police & Fire only. A human resources management & organizational development consulting firm, The Archer Company, recently sent over results from two salary surveys they compiled for the cities of Cleveland Heights and Perrysburg here in Ohio. This wage information is attached. Also, the current secretary did a salary survey for Mayor Hanwell in April 2024 and only received two full-time comparisons for this classification:

Beachwood: CSC Secretary	(2024 rate)	\$68,224 - \$102,336
<u>Mentor: (noted as) Executive Assistant</u>	<u>(2024 rate)</u>	<u>\$42,187 - \$77,718</u>

Medina: CSC Secretary 11A-F	(2024 rate)	\$58,552 - \$74,734
Proposed 13 A-F	(2024 rate)	\$64,564 - \$82,410

There is concern that at the current wage, it will be difficult to find a qualified employee dedicated to be flexible with their schedule to accommodate various testing times, payroll deadlines and selective personal time off availability.

This classification is a shared position with the Medina City Schools. Their opinion and finances need to be taken into consideration also. This year the Schools paid \$40,568.49 towards the CSC budget and out of that amount \$34,845.38 went to cover the secretary's compensation.

The attached job description was reviewed and approved by Law Director Huber. The consideration to request an increase of pay was discussed during the 2025 budget hearing and the CSC has discussed this possibility with Medina City Schools Human Resource Director Jim Shields.

On behalf of the current Civil Service Commission, we are respectfully requesting Councils' consideration to adopt the new job description for the CSC Secretary classification into the Salaries & Benefit Code Section 31.07 and to approve an increase in the pay grade for this classification to 2025 Pay Grade 13 A-F (\$32.13 - \$41.01) (\$66,830 - \$85,301).

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:

PROPOSED

THE CITY OF MEDINA JOB DESCRIPTION

TITLE: Secretary of Civil Service Commission

REPORTS TO: Civil Service Commission

DEPARTMENT/DIVISION: Civil Service

CIVIL SERVICES STATUS: Classified

JOB STATUS: Full-time

EXEMPT STATUS: Non-exempt

CLASS FEATURES: ~~The~~ This employee ~~in this classification~~ **consistently** administers the policies and procedures of the Medina City Civil Service Commission. ~~This is a responsible personnel position~~ requires knowledge of ~~personnel practices, including~~ applicable State and local laws and statutes pertaining to public personnel administration. This employee ~~in this classification~~ handles Civil Service duties for the City of Medina and the Medina City Schools, and is responsible for maintaining good public relations with citizens and employees of the City and its schools. ~~Work is performed under the general direction of the Civil Service Commission.~~ This employee ~~in this classification~~ works independently of City administration and City Council, and reports to and is supervised by the Civil Service Commission only.

ESSENTIAL JOB FUNCTIONS:

Schedules and attends Civil Service Commission meetings as required.

Compiles, produces, and distributes agenda for Civil Service Commission meetings.

Records Commission meeting minutes prepared for citizen inspection.

Processes correspondence and information as directed by the Commission.

Attends hearings at the request of the Chairperson and ~~keep~~ records minutes thereof.

Provides guidance on civil service regulations and procedures.

Reviews and certifies City payroll, longevity, uniform allowances and education pay.

Generates appointing authority forms for all City employees, including new hires, transfers and promotions.

Maintains **accurate** personnel records for all City employees, job classification status, certifications, etc.

Prepares annual Department budget.

Prepares examinations for entrance and promotional examinations.

PROPOSED

Prepares announcements and advertisements for examinations for Medina City Schools support staff positions and all City of Medina positions, **classified and unclassified, using various outlets such as newspaper, social media, community boards, etc..**

Assists Commission in choosing test administrators for examinations that are contracted out and works closely with **those** test administrators chosen.

~~Grades examinations, notifies candidates of scores test results and ranks those who pass exam.~~

Administers Civil Service examinations, **scores exams timely, creates resulting eligibility lists ranking those who pass based on test scores, and notifies candidates of test results.**

~~Prepares eligibility lists from examination results.~~

Maintains test registers and statistical sheets for all examinations given.

Certifies names from eligibility lists to appointing authorities **and sends copies of candidates' applications and supplemental documents.**

Arrange, administer, and manage internal school employees' testing and skill assessments to help identify candidates for other potential classification opportunities ensuring performance standards.

Administers and maintains the City's Position Classification Plan as required by the Payroll Code, including revisions to current job descriptions and ~~incorporation of~~ **adds** job descriptions ~~for~~ of newly established positions.

Maintains **accurate** Department records and **timely updates** to website.

Oversees Drug and Alcohol Testing program, random drug screens, billing and counseling resources for the City of Medina.

Conducts, monitors and tracks pre-employment and annual queries for all CDL drivers through the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse to ensure compliance with federal regulations.

Maintains up-to-date records of all FMCSA queries and results.

Provides guidance and ensures compliance with ADA, EEOC, FMLA and other Federal regulation as they relate to hiring practices and employee requests.

Submits **required** city, state and federal reports ~~as required~~ .

Collaborates with Finance department to resolve payroll discrepancies.

~~Disseminates information in response~~ **Responds** to inquiries received from the public, City personnel and government officials as required.

~~Advises~~ **Informs** the Commission of possible violations of Civil Service Rules and of changes to Civil Service Rules ~~that might be required.~~

PROPOSED

Performs research on Civil Service Procedures as required.

Assists in the development, implementation, and promotion of employee wellness program.

Acts as a liaison between employees and wellness program providers.

Maintains regular and consistent attendance.

Able to perform physical demands that include but are not limited to being able to sit continuously at a computer terminal, desk or work station. Able to spend time walking, standing, bending, stooping, crawling, squatting, lifting, kneeling and reaching throughout the work day.

Other duties as assigned.

EDUCATION, TRAINING AND EXPERIENCE:

Extensive experience with personnel matters with demonstrated increased responsibility.

High School diploma or GED, supplemented by courses in personnel administration or some professional personnel experience and graduation from an accredited college or university **preferred**, or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

Working knowledge of payroll processing and employee wellness programs preferred.

QUALIFICATIONS:

Knowledge of:

- Current principles and practices of public personnel administration; and
- The operations, functions and scope of authority of the City departments as related to the administration of state and City Civil Service Rules and Regulations.

Skilled in:

- Making decisions ~~in accordance with~~ **according to** rules and regulations and established procedure;
- Composing ~~correspondence~~ **written and verbal communication** and **able** to perform personnel tasks with a minimum of supervision;
- **Strong organizational, time management and multitasking skills;**
- **Proficient in Microsoft Office.**

Ability to:

- Communicate effectively in writing or orally with co-workers, supervisors and the general public.
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;

PROPOSED

- Understand and follow ~~oral~~ **verbal** and written instructions;
- Provide administrative and professional leadership and direction to **various** Department personnel;
- **Maintain confidentiality of sensitive information;**
- **Work independently.**

ENVIRONMENTAL ELEMENTS:

This position requires the employee to spend a large portion of the working day at a desk or computer station. The position includes a high incidence of interaction with citizens, government officials and other municipal employees, occasionally under stressful conditions **with tight timelines.**

WORKING CONDITIONS:

Work performed may involve irregular hours, including testing on weekends or evenings, and attending employee hearings during evening hours. May also be required to work outside normal business hours including weekends, evenings and holidays **as work requirements dictate.**

EQUIPMENT USED:

Office equipment such as: Computer, calculator, copier, ~~fax machine telephone, etc.. and other office equipment.~~

ADDITIONAL REQUIREMENTS: The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job. Employee understands conditions may require the City to modify this Job Description. ~~and that~~ The City reserves the right to exercise its discretion to make such changes.

EMPLOYEE ACKNOWLEDGMENT: _____

DATE: _____



OCTOBER 17, 2024

City of Cleveland Heights, Ohio Aggregated Salary Survey Results

Corporate Headquarters:
Columbus, Ohio
7652 Sawrull Rd, Suite 295
Dublin, Ohio 43016
(614) 891-7034

Atlanta, Georgia:
One Paces West
Vinings, Georgia 30339
(404) 224-9706

Raleigh, North Carolina:
8601 Caswell Court
Raleigh, North Carolina
(608) 698-0606

Affiliates in:
California, Nebraska, Virginia,
South Carolina

This document provides the results of the 2024 City of Cleveland Heights Salary Survey. Below is the list of organizations that participated in the survey. On the following pages, you will find the aggregate average salary information we gathered for benchmark positions. The Archer Company appreciates your cooperation with the salary survey.

SURVEY PARTICIPANTS
Beachwood
Brunswick
Euclid
Gahana
Grandview Heights
Hilliard
Lakewood
Lyndhurst
Mayfield Heights
Mayfield Village
Medina
Middleburg Heights
North Olmstead
Rocky River
Shaker Heights
Solon
South Euclid
Stow
Strongsville
University Heights
Westerville

Cleveland Heights, Ohio
2024 Salary Survey Results

Job Title	MINIMUM	MIDPOINT	MAXIMUM	# OF REPOSES
CITY ADMINISTRATOR	127,719.89	162,651.31	172,590.86	8
POLICE CHIEF	119,658.52	138,760.89	155,750.00	17
FIRE CHIEF	114,833.08	133,074.72	155,250.00	15
DEPARTMENT DIRECTOR	100,672.00	127,991.45	155,000.00	17
MAYOR	126,403.52	125,000.00	176,964.93	13
BUILDING COMMISSIONER	94,742.40	116,360.00	142,853.40	17
UTILITIES COMMISSIONER	85,033.10	108,343.48	116,804.15	8
ASSITANT LAW DIRECTOR	88,554.05	106,265.35	126,221.88	9
INFORMATION SYSTEMS MANAGER	89,704.80	105,809.60	126,933.19	13
MAGISTRATE	53,930.00	103,300.50	88,694.41	8
ASSISTANT DEPARTMENT DIRECTORS	86,085.58	101,420.80	121,722.93	17
BUSINESS DEVELOPMENT MANAGER	80,412.61	97,379.95	126,965.58	14
CAPITAL PROJECTS MANAGER	76,615.86	95,856.01	115,627.20	9
HOUSING PROGRAM COORDINATOR	83,371.88	94,952.80	109,244.01	5
COURT ADMINISTRATOR	78,291.20	91,743.53	107,826.90	4
SPECIAL ASSISTANT TO THE MAYOR	74,438.00	89,352.80	105,219.20	8
CLERK OF COUNCIL	73,294.40	85,722.00	101,142.96	15
SPECIAL PROJECTS COORDINATOR	71,810.50	85,509.01	99,639.11	4
FACILITIES SUPERINTENDENT	73,365.33	84,340.95	99,474.08	8
PARKS & RECREATION ASSISTANT COMMIS	70,969.60	83,500.00	100,000.00	9
GIS COORDINATOR	74,084.80	83,304.00	101,119.20	5
SUPERVISOR - UTILITY ADMINISTRATION	69,939.00	83,161.52	94,036.80	7
SUPERVISOR - VEHICLE MAINTENANCE	70,114.80	81,016.00	92,155.59	9
SUPERVISOR - STREETS	70,671.70	80,342.24	92,770.42	16
FINANCIAL ANALYST	70,398.45	80,185.60	93,088.05	8
HUMAN RESOURCES GENERALIST	67,035.39	79,584.23	92,491.38	6
SUPERVISOR - FORESTRY	67,922.40	79,419.60	91,495.36	12
SUPERVISOR - WATER/SEWER	66,391.95	78,038.28	87,183.13	14
SUPERVISOR - SANITATION	66,539.20	77,389.00	89,211.20	14
SUPERVISOR - SANITATION	66,539.20	77,389.00	89,211.20	14
CHIEF PROBATION OFFICER	63,367.20	76,712.00	87,609.60	6
ENGINEER/INSPECTOR	61,925.00	76,101.15	91,500.00	9

Cleveland Heights, Ohio
2024 Salary Survey Results

Job Title	MINIMUM	MIDPOINT	MAXIMUM	# OF REPOSSES
CITY PLANNER 2	64,068.75	75,200.88	86,333.35	6
MANAGER - CAIN PARK	63,096.53	75,106.59	87,560.61	11
LEGAL SECRETARY	61,052.60	74,055.80	80,521.30	8
INFORMATION SYSTEMS TECHNICIAN, SEN	60,686.94	73,500.00	83,200.00	13
PUBLIC RELATIONS SPECIALIST	59,092.50	72,889.17	89,051.20	8
SUPERVISOR - OFFICE ON AGING	63,167.44	72,731.12	87,901.40	7
CLERK OF COURT	52,374.69	72,604.00	94,645.52	9
EXECUTIVE ASSISTANT TO THE MAYOR	60,000.00	72,295.08	82,586.00	14
COMMUNICATIONS SPECIALIST	59,395.00	71,330.75	83,168.94	7
PAYROLL ADMINISTRATOR	60,925.00	70,832.55	82,796.00	11
SUPERVISOR - SPORTS PROGRAMS	59,375.90	70,399.00	82,783.52	11
SUPERVISOR - RECREATION & AQUATICS	59,061.60	69,848.50	82,138.24	12
SUPERVISOR - GENERAL RECREATION	60,070.65	69,298.00	81,581.25	17
HOUSING INSPECTOR	55,742.19	69,140.38	86,331.00	16
SUSTAINABILITY COORDINATOR	60,686.94	67,894.90	79,088.18	5
SUPERVISOR - FITNESS	59,197.05	67,475.20	81,009.27	5
CHIEF BAILIFF	41,662.50	67,464.00	68,650.60	7
OFFICE MANAGER	57,887.20	67,409.28	83,461.00	10
UTILITY INSPECTOR	54,555.60	67,116.20	80,108.40	8
CITY PLANNER 1	56,463.72	66,239.28	76,523.00	4
SECRETARY TO DIRECTOR	53,345.90	65,300.73	81,244.78	17
ACCOUNTANT	54,683.41	63,332.76	74,212.10	12
CHIEF DEPUTY CLERK	51,676.25	63,069.00	72,488.26	9
ACCOUNTS PAYABLE COORDINATOR	53,040.00	62,572.66	74,255.00	10
PLANNING TECHNICIAN	49,148.85	61,748.14	71,816.50	7
UTILITY BILLING CLERK	53,166.04	59,634.71	67,133.04	7
RESIDENT SERVICES SUPERVISOR	50,756.23	59,460.58	65,994.98	4
PROBATION OFFICER	48,101.00	57,680.75	63,531.70	8
FINANCE CLERK	46,812.50	57,645.16	66,810.16	12
HUMAN RESOURCES COORDINATOR	45,177.33	56,835.37	73,135.53	4
ADMINISTRATIVE ASSISTANT	44,928.00	55,500.00	67,000.00	17
CHIEF ACCOUNTING CLERK	43,373.20	54,698.99	61,618.18	6

Cleveland Heights, Ohio
2024 Salary Survey Results

Job Title	MINIMUM	MIDPOINT	MAXIMUM	# OF REPOSSES
DEPUTY BAILIFF	48,232.50	54,579.20	68,972.40	10
DEPUTY CLERK	43,623.00	51,318.00	64,646.40	10
COURT SECRETARY	43,630.00	49,722.40	57,733.00	5
LABORER	45,676.80	49,259.60	58,111.47	15
OFFICE ASSISTANT	36,493.80	48,991.80	60,741.20	10
RECEPTIONIST	38,234.87	45,314.42	55,354.74	11
FRONT DESK ATTENDANT	37,247.16	44,997.23	53,936.40	8
LAW CLERK	31,200.00	44,930.00	52,733.53	6
MAYOR INTERN	31,200.00	43,630.00	53,240.00	5
VAN DRIVER	32,650.80	43,622.84	56,353.31	6
BUILDING ATTENDANT	35,976.50	43,420.00	52,774.60	11
COUNCIL PRESIDENT	N/A	15,001.00	N/A	17
COUNCIL MEMBER	14,328.00	14,500.00	15,001.00	17



OCTOBER 18, 2024

City of Perrysburg, Ohio Aggregated Salary Survey Results

Corporate Headquarters:
Columbus, Ohio
7652 Sawtooth Rd, Suite 295
Dublin, Ohio 43016
(614) 891-7034

Atlanta, Georgia:
One Paces West
Vinings, Georgia 30339
(404) 224-9706

Raleigh, North Carolina:
8601 Caswell Court
Raleigh, North Carolina
(608) 698-0606

Affiliates Inc
California, Nebraska, Virginia,
South Carolina

This document provides the results of the 2024 City of Cleveland Heights Salary Survey. Below is the list of organizations that participated in the survey. On the following pages, you will find the aggregate average salary information we gathered for benchmark positions. The Archer Company appreciates your cooperation with the salary survey.

SURVEY PARTICIPANTS
Beachwood
Bowling Green
Dublin
Gahanna
Hilliard
Hudson
Mason
Maumee
Medina
Middleburg Heights
North Olmstead
Ottawa Hills
Rocky River
Shaker Heights
Solon
Strongsville
Sylvania
Westerville

**City of Perrysburg, Ohio
2024 Salary Survey Results**

JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	# OF REPOSSES
CITY ADMINISTRATOR	167,388.72	177,111.94	186,835.17	8
ASSISTANT CITY ADMINISTRATOR	117,047.98	140,492.79	162,560.18	9
CITY ENGINEER	114,612.86	129,716.90	143,955.34	13
DIRECTOR OF FINANCE	113,621.95	131,563.04	148,792.03	17
DIRECTOR OF LAW	118,681.58	140,240.32	148,573.54	10
DIRECTOR OF PUBLIC SAFETY	109,358.53	131,352.12	153,345.71	7
DIRECTOR OF PUBLIC SERVICE	110,411.82	130,380.67	149,573.52	16
DIRECTOR OF PUBLIC UTILITIES	104,812.16	124,267.49	141,584.57	5
FIRE CHIEF	105,660.40	126,497.18	146,165.97	12
MUNICIPAL COURT PROSECUTOR	89,709.12	105,023.89	120,350.66	11
PLANNING & ZONING ADMINISTRATOR	97,101.83	113,116.06	128,439.42	14
POLICE CHIEF	113,344.67	132,358.16	150,174.23	17
DEPUTY DIRECTOR OF PUBLIC UTILITIES	90,732.38	102,621.72	113,351.21	5
DEPUTY FIRE CHIEF	89,652.74	107,780.61	124,353.94	10
DEPUTY POLICE CHIEF	100,937.98	117,850.07	132,368.90	14
HUMAN RESOURCES MANAGER	91,389.63	107,904.26	123,764.38	15
INFORMATION TECHNOLOGY MANAGER	95,204.36	109,911.90	123,940.48	14
POLICE LIEUTENANT	102,273.76	111,272.02	119,317.93	11
WWTP MANAGER	79,937.27	97,186.05	103,460.37	11
ASSISTANT PROSECUTOR	64,187.43	75,374.63	86,561.83	8
GIS/SOFTWARE ENGINEER	67,988.86	81,420.10	94,168.72	11
STAFF ENGINEER	72,244.02	86,116.25	99,359.28	12
SUPERINTENDENT OF FIELD OPERATIONS	76,000.71	88,508.19	100,496.28	14
TAX ADMINISTRATOR	81,215.65	95,213.16	108,650.68	13
UTILITIES SUPERVISOR	63,158.49	73,600.02	84,041.56	15
ADMINISTRATIVE ASSISTANT	50,540.30	59,098.74	67,656.68	16
CONSTRUCTION INSPECTOR	59,887.95	72,274.48	83,604.74	15
ENGINEERING TECHNICIAN	59,948.80	71,693.73	82,662.40	9
HARDWARE/OPERATIONS TECHNICIAN	52,709.62	62,394.09	72,588.91	15
HR COORDINATOR	58,670.66	70,273.37	81,345.52	9
LEGAL ASSISTANT	53,604.41	62,979.54	72,354.66	6
PUBLIC INFORMATION OFFICER	61,741.25	74,015.00	86,396.94	10
ZONING INSPECTOR	51,857.28	61,749.12	71,640.95	12

RCA 25:007-113

Finance Only

City of Medina
Board of Control/Finance Committee Approval
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: 12/9/2024 Department: Police

Amount: \$25,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: 106-0101-53321

Vendor: Flock Group F00810

Department Head/Authorized Signature: 

Item/Description:
2025 Maintenance Agreement for license plate reader cameras

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.

RCA 25-008-1/13
Finance Only

City of Medina
Board of Control/Finance Committee Approval
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: 12/6/2024 Department: Police

Amount: \$35,000.00 B.O.C. Approval Date: _____
(Finance Use Only)

Account Number: multiple

Vendor: Akron Uniforms A00487

Department Head/Authorized Signature: 

Item/Description: 2025 Blanket PO

Line 1 - 106-0101-51131 Officer Uniforms/Bulletproof Vests \$30,000

Line 2 - 106-0103-51131 Officer Uniforms Specials \$5,000

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.

OK
D. Hamrell
12-16-24

REQUEST FOR COUNCIL ACTION

FROM: Medina Community Recreation Center
DATE: December 10, 2024
SUBJECT: Wellness Service Agreement 2025-2027

No. RCA 25-009-1/13
Committee: Finance

SUMMARY AND BACKGROUND:

The MCRC is respectfully requesting the Mayor to sign an amendment to the Wellness Services Agreement between Medina Community Recreation Center and Cleveland Clinic Medina Hospital. This is a three-year extension of a contract we have had since 2010.

Please refer to the attached Contract.

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:

**AMENDMENT TO
WELLNESS SERVICE AGREEMENT**

This Amendment ("Amendment") is entered into by and between City of Medina on behalf of its Medina Community Recreation Center ("MCRC") and Medina Hospital ("Hospital") effective as of January 1, 2025 ("Amendment Effective Date") and modifies the terms and conditions of the Wellness Service Agreement between MCRC and CCF having an effective date of July 1, 2015, as may be amended from time to time (the "Agreement"), CCF Contract Number CW2476889.

WHEREAS, MCRC and Hospital desire to make modifications to the Agreement as set forth in this Amendment;

NOW THEREFORE, in consideration of mutual promises herein contained, the parties hereto agree to amend the Agreement as follows:

1. MCRC and Hospital agree to extend the Term of the Agreement through December 31, 2027 unless either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such Term.
2. Effective as of the Amendment Effective Date, Exhibit A to the Agreement is hereby amended by replacing the schedule of funds to be paid by Hospital to MCRC per section 6 with the schedule of funds attached hereto as Addendum A-2 and incorporated herein.

Except as modified by this Amendment, the terms and conditions of the Agreement remain in full force and effect. All capitalized words not defined herein shall have the meaning set forth in the Agreement. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment through their duly authorized representatives as of the day and year first above written.

City of Medina

Medina Hospital

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM A-2

Hospital Wellness Service Agreement Funds with Medina Community Recreation Center
(MCRC)

January 2025 – December 2027

Year	Description	Amount
2025	Funds to be released to MCRC	\$20,000
2026	Funds to be released to MCRC	\$20,000
2027	Funds to be released to MCRC	\$20,000

OK
D. Howard
12-30-24

REQUEST FOR COUNCIL ACTION

No. RCA 25-010-1/13

FROM: Community Development

Committee: City Council Finance

DATE: December 26, 2024

SUBJECT: Replacement of Agreement and Ordinance No. 176-18 passed in November 12, 2019.
New Ordinance and Agreement will be in effect until December 31, 2029.

SUMMARY AND BACKGROUND:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROGRAMMATIC AGREEMENT WITH THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO;

Sec. 1: That the Mayor is hereby authorized and Directed to sign the Programmatic Agreement with the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds.

Sec. 2: That a copy of the Agreement is Marked Exhibit A, attached hereto and incorporated herein.

Sec 3: That it is found and determined that all formal actions of this council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and in such formal action, were in meetings open to the public, in compliance with the law.

Sec. 4: That his Ordinance shall be in full force and effect at the earliest period allowed by law.

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:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

**Ord./Res.
Date:**

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

**Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant (CDBG) and other Community Planning and Development (CPD) funds to the State of Ohio Department of Development (State); and

WHEREAS, the State has awarded CDBG and other Community Planning and Development (CPD) funds to
City of Medina (Grantee); and

WHEREAS, the funding sources covered by this Programmatic Agreement (Agreement) are limited to **HUD Community Planning and Development (CPD) programs that are subject to 24 CFR Part 58**, including but not limited to the following CPD programs listed below:

- Community Development Block Grants (CDBG)
- Home Investments Partnership (HOME)
- Economic Development Initiative (EDI)
- Emergency Solutions Grants (ESG)
- Supportive Housing
- Housing Opportunities for Persons with AIDS (HOPWA)
- Neighborhood Stabilization Program (NSP) Grants;

WHEREAS, in accordance with 24 CFR Part 58, the Grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law, and this Agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the Grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (National Register); and

WHEREAS, the Grantee has consulted with Ohio's State Historic Preservation Office (SHPO) regarding the development of this Agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108); and

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

WHEREAS, the Grantee has consulted with the Ohio State Preservation Office (SHPO) regarding the implementation of this Agreement and public notification procedures and invited them to concur in this Agreement; and

WHEREAS, the Grantee and the SHPO acknowledges that American Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, the Grantee acknowledges that implementing this Agreement may result in undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, including sites that may contain human remains and/or associated cultural items, the Grantee will consult with Tribes, Tribal Historic Preservation Officers (THPO), other agencies, state recognized tribes, organizations, and individuals to participate as consulting parties per HUD requirements and the NHPA; and

WHEREAS, the Grantee and the SHPO agree that by following the procedures outlined in this Agreement, the Grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of undertakings on historic properties covered under this Agreement subject to 24 CFR Part 58 and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment.

NOW, THEREFORE, the Grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

The Grantee will ensure that the following measures are carried out:

I. Personnel

- A. The Grantee shall designate a staff point person (Contact) to facilitate review activities pursuant to the terms of this Agreement, and for information exchange among the grantee, the SHPO, the State and the public regarding review activities by the terms of this Agreement.
- B. The Grantee shall notify the SHPO and the State in writing of any staff changes to the Contact within thirty (30) days. If at any time through the duration of this Agreement, the Grantee does not have staff in place to facilitate reviews pursuant to the terms of this Agreement, the Grantee and the SHPO shall consult to develop alternative administrative procedures in implementing this Agreement per Stipulation X — Amendment & Duration and Stipulation XI — Termination until new staff is in place.

II. Technical Assistance & Training

The SHPO's Resource Protection and Reviews (RPR) Department Staff will provide technical assistance, consultation, and training of Grantee staff as requested by the Grantee in order to assist the Grantee in carrying out the terms of this Agreement. SHPO may also require that appropriate members of the Grantee's staff attend training specifically in the use and implementation of this Agreement, or the overall regulatory process described in 36 CFR Part 800.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

III. Definitions & Abbreviations

The definitions provided in the NHPA and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement, including but not limited to “historic property,” “effect” and “undertaking.” These definitions along with common abbreviations and acronyms are outlined in Appendix A for reference.

IV. Identification of Historic Properties & Project Review

In accordance with 36 CFR 800.4, the Grantee in consultation with the SHPO will make a “reasonable and good faith effort” to identify historic properties, per the following stipulations:

- A. For those undertakings with the potential to affect historic properties having religious and cultural significance to Tribes and Nations with ancestral ties to Ohio, the Grantee will consult with the appropriate Tribes, interested consulting parties and Tribal Historic Preservation Officers (THPO) before starting the undertaking per HUD requirements and the NHPA.
- B. If the Grantee determines that an undertaking **only involves buildings** that are **less than forty-five (45) years old** or if the undertaking includes only exempt activities as defined by **Appendix B**, then the undertaking shall be deemed exempt from further SHPO review.
 1. Such undertakings listed in Stipulation IV. B and Appendix B will require no SHPO review under the terms of this Agreement because these activities will generally have no effect on historic properties.
 2. The Grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings each calendar year in an annual report to SHPO, as required in Stipulation IX – Monitoring.
- C. In the event the undertaking involves **ground disturbance** as defined by Appendix A as part of a rehabilitation, new construction, site improvement, in-kind replacement or other undertaking, the Grantee will **consult with the SHPO early** before starting the undertaking to determine whether the undertaking has the potential to affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Appendix B.
 1. **Demolition** of existing buildings forty-five (45) years or older is **not** an exempt activity under this Agreement, and the Grantee must submit this activity to the SHPO for review.
 2. **New construction** is not an exempt activity under this Agreement, and the Grantee must submit new construction to the SHPO for review.
- D. If the Grantee determines that an undertaking will involve any activities that are not exempt under Stipulations IV. B, Appendix B, involves a National Historic Landmark (NHL) or has other State or federal assistance not covered under this Agreement, the Grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking.
 1. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.
 2. Examples of other funding sources subject to SHPO review include but are not limited to the Federal Historic Rehabilitation Tax Credits, Ohio Historic Preservation Tax Credits (OHPTC) and/or Certified Local Government (CLG) grants.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

3. If an undertaking involves a NHL as defined by 36 CFR 800.16(p), the Grantee must “to the maximum extent possible, undertake such planning and action as may be necessary to minimize harm” to the NHL per Section 110(f) of the NHPA which establishes a higher standard of care and protection when a project has the potential to directly and adversely affect a NHL. The Grantee will submit the SHPO's Section 106 Project Summary Form or documentation outlined in Appendix C to the SHPO for review.
- E. The SHPO will respond, in accordance with 36 CFR Part 800, to the Grantee within thirty (30) days after receiving the project documentation by stating that:
 1. The SHPO concurs with the Grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the Grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the Grantee's decision about eligibility or effect.
- F. If the SHPO determines and the Grantee agrees that the undertaking will have no effect or no adverse effect on historic properties that are eligible for or listed in the National Register, the Grantee will retain the SHPO's letter in its project file and the Section 106 review process, in accordance with 36 CFR Part 800, will be complete.
- G. If the SHPO determines and the Grantee agrees that the undertaking will have an adverse effect on historic properties, the Grantee will follow the standard mitigation process with SHPO and interested consulting parties to create and implement a Memorandum of Agreement (MOA), described in 36 CFR Part 800, to complete the Section 106 process.
- H. After SHPO review, if an undertaking changes, the Grantee will consult in a timely manner with the SHPO to determine if further SHPO review is required.
- I. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the Grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63.
- J. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The Grantee or SHPO may elect to invite the ACHP to participate or provide its opinion if they determine it to be appropriate.

V. Post Review Discovery

- A. If historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the Grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the Grantee will contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. If human remains are discovered during the development or construction of any project subject to this Agreement, **STOP WORK** in the area of the discovery. The Grantee will contact the County Sheriff and/or County Coroner immediately upon discovery and contact SHPO via email to Section106@ohiohistory.org within forty-eight (48) hours or sooner. The Grantee will also consult with the State, the SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. **If the human remains are determined to be of Native American Indian origin, the Grantee will develop a treatment plan in consultation with appropriate federally recognized Native American Indian Tribes, HUD, the State and the SHPO. The Grantee**

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

shall call upon representatives of the State and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives on a government-to-government basis.

VI. Public Involvement & Participation

- A. The Grantee is responsible for conducting public notifications and consultation in line with local and HUD requirements. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the Grantee will seek public input and notify the public of proposed actions.
 1. The Grantee will, at a minimum, hold two (2) public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published ten (10) days in advance in a newspaper of general circulation.
 2. The Grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published ten (10) days in advance in a newspaper of general circulation.
- B. The Grantee will make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects per the required public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI).
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the Grantee is responsible for contacting the appropriate local review boards, consulting parties and if applicable, Certified Local Governments (CLG) commissions, and present the information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VII. Dispute Resolution

Should any party to this Agreement object at any time to any action proposed or the way the terms of this Agreement are implemented, the Grantee shall consult with such party to resolve the objection. If the Grantee determines that such an objection cannot be resolved, the Grantee will:

- A. Forward all documentation relevant to the dispute, including the Grantee's proposed resolution, to the ACHP.
- B. The ACHP shall provide the Grantee with its advice on the resolution of the objection within forty-five (45) days after receiving adequate documentation.
 1. Prior to reaching a final decision on the dispute, the Grantee shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide all parties with a copy of this written response. The Grantee will then proceed according to its final decision.
 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- C. If the ACHP does not provide its advice regarding the dispute within forty-five (45) days, the Grantee may make a final decision on the dispute and proceed accordingly.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

1. Prior to reaching such a final decision, the Grantee shall prepare a written response that takes considers any timely comments and shall provide the ACHP, signatories and concurring parties with a copy of such written response.
 2. The Grantee's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remains unchanged.
- D. Resolution of Objections by the Public: Should an objection pertaining to historic preservation or implementation of the items of this Agreement be raised by a member of the public in a timely and substantive manner, the Grantee shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

VIII. Emergencies

If the Grantee determines that a project must be completed on an expedited basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the Grantee may set aside the timeline established in Stipulation IV. E to facilitate expedited review by the SHPO.

- A. The Grantee shall notify the SHPO via email to Section106@ohiohistory.org and submit a request for an expedited review time of five (5) business days, including project documentation outlined below:
 1. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
 2. The address of the property and funding assistance
 3. Recent color photographs of the property
 4. A signed copy of any local order compelling immediate action
 5. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
 6. Any other information that warrants consideration
- B. The SHPO shall promptly notify the Grantee within the expedited five (5) business day timeframe of its concurrence with the Grantee's effect determination or may request additional information to complete the review per Stipulations IV. E-G.
- C. SHPO may recommend to the Grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement (MOA) is necessary but may agree to Grantee's recommendation to defer completion of such an Agreement until the necessary emergency actions have been taken.

IX. Monitoring

By February 1 of each year that this Agreement is in force, the Grantee will submit an annual report to the SHPO containing a list of undertakings reviewed under this Agreement.

- A. **Annual Report:** The annual report for each exempted project will include the following information:
 1. The project location (address, etc.)
 2. The age of the building or its date of construction
 3. A detailed but concise project description of each work activity undertaken
 4. Stipulation used to exempt the activity from review
 5. If SHPO reviewed project, the date of the SHPO letter and effect finding
 6. Name and title of Grantee staff who exempted project from review

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

7. Any problems encountered, and any disputes or objections received in the Grantee's efforts to carry out the terms of this Agreement, and how they were resolved
- B. **Samples:** The Grantee will include in their annual report submission **three (3) random samples** of individual projects on buildings forty-five (45) years or older were exempted by the Grantee, with copies of the information that was used to support the exempt determination.
- C. **Notification Letter: If the Grantee did not exempt any undertakings from review under the terms of this Agreement during the calendar year, the Grantee still must inform the SHPO of the lack of exemptions by letter notification.**
- D. **Records Retention:** For all individual files generated in conjunction with this Agreement, the Grantee shall maintain these records per HUD's record retention policies and duration requirements.

X. Amendment & Duration

This Agreement will continue in full force until **December 31, 2029**, and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of any signatory party, this Agreement may be reviewed for modifications at any time. This Agreement may be amended when such an amendment is agreed to in writing by all signatories.

Within six (6) months prior to the expiration of this Agreement, the Grantee and the SHPO who are signatory parties to this Agreement at that time shall consult to consider terms for a new Agreement, extension, and/or amendment of the terms of the Agreement or allow the Agreement to expire. **The amendment will be effective on the last date of all the signatories and the Grantee shall then file with the ACHP.**

XI. Termination

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation X above. If within thirty (30) days (or another time agreed by all signatories) an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

In the event of termination, the Grantee shall comply with 36 CFR Part 800 for individual undertakings formerly covered under this Agreement. All applicable requirements of the Section 106 process shall continue to apply, and the Grantee will submit individual undertakings for review to the SHPO.

XII. Execution:

Execution of this Agreement by the Grantee and the SHPO and implementation of its terms evidence that the Grantee has considered the effects of its undertakings on historic properties, afforded the ACHP an opportunity to comment, and has satisfied its Section 106 responsibilities for exempted undertakings subject to 24 CFR Part 58 covered under this Agreement.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

**Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

GRANTEE SIGNATORIES:

City of Medina

Signature

Date

Dennis Hanwell, Mayor
City of Medina

Contact Information:

132 North Elmwood Avenue
Medina OH 44256
dhanwell@medinoh.org
330-722-9020

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

**Ohio's State Historic Preservation Office for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

SIGNATORIES:

Ohio's State Historic Preservation Office

Signature

Date

Kristen Koehlinger

Department Head and Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:

800 East 17th Avenue, Columbus, OH 43211

kkoehlinger@ohiohistory.org

614-298-2000

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

**PROGRAMMATIC AGREEMENT
For Coordination Between**

and

**Ohio's State Historic Preservation Office for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

CONCURRING PARTY:

Medina County Historical Society

Signature

Date

Brian Feron
Board President
Medina County Historical Society

Contact Information:

206 North Elmwood Avenue
Medina, OH 44256
bferon@zoominternet.net
330-722-1314

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

PROGRAMMATIC AGREEMENT

For Coordination Between

City of Medina

and

Ohio's State Historic Preservation Office for the

Administration of Programs Using HUD Allocated Funds with Delegated Review

Responsibilities Authorized Under 24 CFR Part 58

CONCURRING PARTY:

Name of Concurring Party Organization
(100 Character Limit)

Signature

Date

[Name and title of head of local historical society or historic preservation organization]
(200 Character Limit)

Contact Information:

Enter Contact Information for Concurring Party
(200 Character Limit)

Appendix A. Key Definitions & Abbreviations in the Section 106 Process

ACHP means the Advisory Council on Historic Preservation, an independent Federal Agency, that advises the President and Congress on historic preservation policy.

Adverse Effect or **AE** (defined by 36 CFR § 800.5(a)(1)) means when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

Area of Potential Effects or **APE** (defined by 36 CFR § 800.16(d)) means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist.

Consultation (defined by 36 CFR § 800.16(f)) means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

Effect (defined by 36 CFR § 800.16(i)) means alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

Ground disturbance is defined for the purposes of this Agreement as any activity that compacts, alters or disturbs the ground within the project's Area of Potential Effects. This can include activities such as hand digging, mechanical trenching, directional boring (i.e., pits), etc.

Historic property (defined by 54 U.S.C. § 306108 and 36 CFR § 800.16(l)) means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior.

"In-kind" replacement is defined for the purposes of this Agreement as using the same material as the existing with the result having the appearance matching all physical and visual aspects, including design, form, color, finish, and workmanship. In-kind mortar, for example, must also match the strength, color, texture, and joint tooling of existing historic mortar.

Memorandum of Agreement or **MOA** (defined by 36 CFR § 800.16(o)) means the document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

Undertaking (defined by [36 CFR § 800.16\(y\)](#)) means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

Abbreviations & Acronyms	Translation
106	Section 106 of the National Historic Preservation Act (NHPA) (54U.S.C. 300101 <i>et seq.</i>)
AE	Adverse Effect
APE	Area of potential effects
CFR	Code of Federal Regulations NPS: https://www.nps.gov/subjects/historicpreservation/laws.htm
CLG	Certified Local Government
CRM	Cultural Resource Management
DOE	Determination of Eligibility
FONSI	Finding of No Significant Impact
HTC	Federal Historic Rehabilitation Tax Credits
Keeper	Keeper of the National Register of Historic Places (NRHP or NR)
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NOI/RROF	Notice of Intent to Request Release of Funds 24 CFR 58.45
NAGPRA	Native American Graves Protection and Repatriation Act
NAE	No Adverse Effect
NHL	National Historic Landmark
NHPA	National Historic Preservation Act
NPS	National Park Service
NRHP or NR	National Register of Historic Places
ODOD	Ohio Department of Development
OHPTC	Ohio Historic Preservation Tax Credits
PA	Programmatic Agreement
RPR	Resource Protection and Reviews Department of the SHPO
SHPO	State Historic Preservation Office
SOI	Secretary of the Interior
THPO	Tribal Historic Preservation Officer
The Standards	The Secretary of the Interior's Standards: <ul style="list-style-type: none"> • for the Treatment of Historic Properties • for Archaeology • for Rehabilitation
U.S.C.	United States Code

Appendix B: Activities Exempt from SHPO Review

The activities listed below are exempt under the terms of this Agreement since these activities have the limited potential to affect historic properties; therefore, they do not require further review from the SHPO under this Agreement.

Definitions provided in the National Historic Preservation Act (NHPA) and the regulations at 36 CFR Part 800 apply to terms used throughout this Agreement. Appendix A defines “in-kind replacement” and “ground disturbance” for the purposes of this Agreement.

1. Non-Construction Work and Development, General Exclusions

- a) Public service program that does not physically impact or alter buildings or sites.
- b) Architectural and engineering design fees and other non-construction fees and costs.
- c) Rental or purchase of equipment that does not physically impact or alter buildings or sites. If installation requires a physical change, the Grantee must consult with the SHPO to confirm if the installation is considered an exempt activity. (Example: The replacement of old park equipment and installation of new equipment that requires new attachments and ground disturbance would not be considered exempt under this stipulation. The Grantee would need to send this project to the SHPO for review.)
- d) Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e) Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f) Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g) Acquisition of land with demolition or rehabilitation of buildings that are less than forty-five (45) years old (including land banking). See Stipulation 2 below for further details.
- h) Loans used to fund rehabilitations of buildings less than forty-five (45) years old.

2. Mobile and/or Manufactured Homes: Rehabilitations are exempt on mobile and/or manufactured homes that are not listed or they have not been previously determined eligible for listing in the National Register.

3. Buildings less than forty-five (45) years old that are not listed or they have not been previously determined eligible for listing in the National Register:

- a) The rehabilitation of buildings that are less than forty-five (45) years old.
- b) The demolition of buildings less than forty-five (45) years old.

4. Existing Streets, Roads, Driveways, Parking Lots, Sidewalks, Walkways & Curbs: For work consisting of repair, line painting, paving, resurfacing, in-kind replacement and maintenance **without change in width or footprint, surface material, drainage or vertical alignment (height or slope) to existing** streets, roads, alleys, parking lots, ramps, driveways, curbs, sidewalks and walkways. Resurfacing work includes milling the top layers of asphalt and reapplying it. Digging into the base layers is exempt, but not below. (Example:

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

If the base layer of gravel is 12" thick, digging can occur to that extent. Any depth beyond requires SHPO review). **Changes in material, depth and width/footprint are subject to SHPO review.**

5. **New Curb Cuts and ADA Accessibility Improvements:** New curb cuts and simple accessibility improvements located at street or roadway crossings to meet American Disabilities Act (ADA) requirements. For simple curb cuts to be an exempt activity, they must occur within the thickness of the curb to the distance as needed, but the overall grade change occurs within the thickness of the curb.

Modifications that require further changes to sidewalks, site regrading, or vertical alignment (height or slope) changes to existing elements are subject to SHPO review. Any improvements that require multiple levels changes, the creation of new curbs or retaining walls are subject to SHPO review.

6. **Existing fire hydrants, manholes and catch basins:** Repair or in-kind replacement of existing fire hydrants, manhole covers and catch basins; including the reconstruction of existing catch basins.
7. **Existing Landscape Features:** Maintenance and repair of **existing** landscape features, including planting, fences, existing retaining walls, unbolted street furniture (signage, trash cans, recycling cans, dumpsters, moveable benches, etc.)
 - a) Typical tree care maintenance and trimming is an exempt activity. Tree removal that includes stump removal is not exempt and is subject to SHPO review. This also includes access and staging if the tree(s) are outside of existing public right-of-way such as a street, alley, sidewalk, etc.
 - b) In those situations where unanticipated and sudden events, such as fire or storm damage where there is an immediate health and safety hazard, take the necessary steps for tree removal to make the property safe and secure then per Stipulation VIII — Emergencies contact the SHPO and provide a brief description of the nature of the emergency and corrective measures taken.

8. **Exterior Site Lighting, Emergency Sirens & Security Cameras:** Repair, in-kind replacement and installation of exterior site lighting, emergency sirens & security cameras on existing poles outside of individual properties, parking lots, sidewalks, and freestanding yard lights; or attached to a building less than forty-five (45) years old.

Work that requires new installation on buildings forty-five (45) years or older, or new poles or locations requiring ground disturbance must be sent to the SHPO for review. This exemption is not meant to include new city street lighting or pedestrian-scale streetlamps that will serve multiple properties.

9. **Residential Water, Drainage, Storm Sewer, Sanitary Sewer & Gas Lines:** Within previously excavated trenches, the repair, relining/sleeving lines (i.e., Cured In-place Pipe [CIPP]), maintenance, or in-kind replacement of existing residential service connections and lines between individual properties and existing public systems for residential gas, water, sanitary sewer, storm sewer and existing drainage systems, French drains or culverts.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

This exemption does not apply to the installation of public main lines, but only to connections between individual properties and existing public systems. On the public systems side, repair and replacements are still subject to SHPO review.

This exemption does not extend to the installation of new wells and new drainage systems, changes to lateral connections, or existing septic system replacements.

10. Residential ADA Accessibility Ramp & Handrails: Exempt work activities include:

- a) Rebuilding or in-kind replacement of existing wheelchair ramps in its current location.
- b) Installation of new ramps or simple handrails on secondary building elevations where the building is not located on a corner lot or on the building's street facing elevations. If the building is on a corner lot or work will occur on the building's street facing elevations, this work is **not** exempt and is subject to SHPO review.

11. Building Foundation & Basement Repairs: Exempt work activities include:

- a) Foundation Repair: Repointing of foundation masonry is exempt only in limited areas on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is **not** exempt on the elevations that face the streets. In-kind mortar must also match the strength, color, texture, and joint tooling of existing historic mortar that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at <https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf>.
- b) Repair of existing basement floors or the installation of new basement floors.
- c) In-kind replacement or installation of a simple, functional handrail to the basement stairs.
- d) Installation of replacement basement windows on secondary elevations, with vented or screened window units only.

12. Building Envelope: Repair (not replacement) to match existing features in composition, design, color, texture, size, and other visual and physical qualities of the **existing exterior**: wood siding, trim, porches or stoops, decks, stairs, railings or balustrades, shutters, cornice, fascia or soffit, doors, and windows.

Limited in-kind replacement as defined in Appendix A of components of a feature listed above may be considered as repair. New features, complete replacement, or modification of features are not exempt, such as window and door replacement, except for windows referenced in Appendix B.11.d, masonry repointing beyond the limited foundation work outlined in Appendix B.11.a. and chimney work outlined in Appendix B.15.b., and masonry and brick replacement are all subject to SHPO review.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

- 13. Exterior Painting:** Exterior scraping with non-destructive means and painting of wood siding, features, and trim. Exterior repainting of masonry is exempt only if existing surfaces are already painted.

This does not apply to the use of lead encapsulant paint. No abrasive cleaning or power washing is permitted.

- 14. Weatherstripping, Storm Windows & Storm Doors:** Caulking, reglazing, and weatherstripping is exempt.

- a) Installation of screens and storm windows are exempt if they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely to protect the primary window from condensation.
- b) Installation of storm doors are exempt if they are undecorated and have a painted finish to match existing trim or the existing door.

- 15. Roofing, Chimneys, Gutters, Downspout & Drainage:** Repair or in-kind replacement of asphalt, fiberglass, flat roofing, and flashing coverings **with the same materials** as long as the shape of the roof is not changed.

- a) Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This stipulation does not apply to the replacement of box gutters.
- b) In-kind repair of chimneys, chimney liners and flues with limited in-kind repointing with compatible mortar that matches the color, strength, content, rake, and joint width that follows the National Park Service's *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*, found online at <https://www.nps.gov/orgs/1739/upload/preservation-brief-02-repointing.pdf>. This stipulation does not apply to the chimney removal or brick replacement which is subject to SHPO review.
- c) Replacement of asbestos shingle roofing with asphalt materials is allowable if the general shingle size/shape and the shape of the roof are not changed.

- 16. Interior Attic:** Exempt attic work activities include:

- a) Installation of attic insulation as long as spray foam insulation is not used.
- b) New ceiling openings for attic access or pull-down stairs that do not alter the physical structure of the building.
- c) Removal of, sealing up and filling in obsolete space from pull-down stairs
- d) In-kind replacement or installation of a simple, functional handrail from the uppermost floor to the secondary attic space.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

17. Interior Work & Finishes: Exempt work activities include:

- a) **Repair (not replacement)** to match the following **existing interior** features: walls, trim, floors, ceilings, doors, decorative plaster, or woodwork. The work must be limited to repainting, in-kind patching, refinishing, or repapering.
- b) Installing insulation between floor joists or in floors between a heated and unheated story, or inside walls from the interior with a vapor barrier on the heated side. This work is an exempt activity as long as structural elements or historic decorative features are not altered, removed or destroyed from the installation process, including from moisture.

18. Kitchen and Bathroom Work: Exempt work activities include:

- a) Remodeling of the kitchen or bathroom is exempt if no walls, windows or doors are removed or relocated so as to alter the existing floor plan. Damaged subfloor replacement is exempt in bathroom and kitchen areas.
- b) Venting is exempt only through using existing vent locations and size, the roof or a non-street facing secondary wall. New locations on street-facing elevations are subject to SHPO review.

19. Mechanical, Electrical and Plumbing: Installation, repair, maintenance, or in-kind replacement of the following (as long as no alterations are made to structural or decorative features): heating (including furnace cleaning), boiler, water heater, electrical, plumbing and HVAC systems. Installation of new rooftop units is not exempt and are subject to SHPO review.

- a) Installation of fire, smoke or carbon monoxide detectors and alarms are exempt as long as no alterations are made to structural or decorative features.
- b) Installation of simple, functional light fixtures to replace missing or broken interior and exterior light fixtures, or new light fixtures attached to a building less than forty-five (45) years old.
- c) Replacement of utility meters on buildings in the same location as existing.

20. Hazardous Materials Abatement Activities: Exempt work activities include:

- a) Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
- b) Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- c) Radon mitigation activities that are contained to the basement and do not involve removal or alteration of structural or decorative features. Any piping should be located to secondary locations.

21. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this Agreement.

Non-Entitlement Programmatic Agreement (expires December 31, 2029)

- 22.** Activities defined in 24 CFR Section 58.35(b) of the “Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended” are exempt from review under this Agreement.

Appendix C. Documentation for a SHPO Review

Before starting the undertaking, the Grantee will submit the SHPO's Section 106 Project Summary Form or the following documentation outlined below to the Section106@ohiohistory.org email:

- A. Project location, including a map
- B. Type of funding assistance (i.e. CDBG, HOME, etc.)
- C. Project description, including work write-ups, plans, or specifications, as appropriate
- D. Current color photographs of all elevations of the building or site
- E. Date any buildings in the project area were built
- F. Statement of whether any properties in the potential area of effects are listed in or eligible for listing in the National Register
- G. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties
- H. This submission may include additional information explaining the Grantee's decisions regarding National Register eligibility and effect, including the following *optional* information:
 - 1. A brief history of the property, if known
 - 2. Condition assessments for various historic elements
 - 3. An explanation of the goals of the undertaking
 - 4. Alternative treatments considered and cost estimates for each
 - 5. Life cycle maintenance costs related to each alternative
 - 6. Proposed measures to mitigate or minimize adverse effects
 - 7. Available marketing studies
 - 8. Any other information that warrants consideration

For Emergency Review, the Grantee will submit to SHPO the following documentation outlined below to the Section106@ohiohistory.org email:

- A. Provide a cover letter describing the nature of the emergency and the proposed treatment. To help the SHPO differentiate this from normal review, the emergency nature of the review shall be noted in bold in the reference line and in the submission email.
- B. The address of the property and funding assistance
- C. Recent color photographs of the property
- D. A signed copy of any local order compelling immediate action
- E. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
- F. Any other information that warrants consideration

D Hanwell
12-31-24

REQUEST FOR COUNCIL ACTION

No. RCA 25-011-1/13

FROM: Mayor Dennis Hanwell

Committee: Finance

DATE: December 31, 2024

SUBJECT: Amending Medina City Ordinance 371.01(a) regarding crosswalks

SUMMARY AND BACKGROUND:

Respectfully request Council to amend 371.01(a) by removing the clause highlighted in red on page 1 of the attachment. The ordinance would then read for the amended section as noted on page 2 of the attachment.

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: Yes

Reason: In order to permit the Police to properly enforce the law and the Law Dept to properly prosecute violations of our crosswalk ordinance.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

371.01 RIGHT OF WAY IN CROSSWALK.

(a) When traffic control signals are not in place, not in operation or are not clearly assigning the right of way, the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield or if required by Section 313.09, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling, or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

(b) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.

(c) Subsection (a) hereof does not apply under the conditions stated in Section 371.03(b).

(d) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

(e) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code.

(ORC 4511.46)

(Amended w/ Red Removed.) Pg 2

371.01 RIGHT OF WAY IN CROSSWALK.

(a) When traffic control signals are not in place, not in operation or are not clearly assigning the right of way, the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield or if required by Section 313.09, to a pedestrian crossing the roadway within a crosswalk.

(b) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.

(c) Subsection (a) hereof does not apply under the conditions stated in Section 371.03(b).

(d) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

(e) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code.

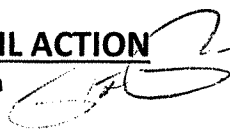
(ORC 4511.46)

REQUEST FOR COUNCIL ACTION

*OK Obtained
1-7-2025*

NO. RCA 25-012-1/13

FROM: Patrick Patton



COMMITTEE REFERRAL: Finance

DATE: January 7, 2025

SUBJECT: LPA Project Agreement with ODOT for Job #1062: Prospect Street Bridge

On this date, the Ohio Department of Transportation (ODOT) submitted to the City the attached LPA Federal Local Let Project Agreement for the Prospect Street Bridge Replacement Project. We respectfully request Council's authorization to enter into this project agreement with ODOT for this project.

The City was awarded approximately \$1,809,000 in funds for this project. This program is funded at 100%, as such there is no match from City for construction funding for the bridge replacement. The City did request additional water line replacement on Prospect Street beyond the project limits; the City will be responsible for 100% of these costs, currently estimated at \$306,000.

ODOT also provided \$250,000 in funding for design and engineering; the City's share of the design and engineering costs is \$78,869.

By law, ODOT acts as the administrator of those funds. Typically, when federal funds are involved, ODOT advertises, bids, awards and manages the project (for example, the US 42/North Court Corridor Project). By entering into this LPA agreement, the City would assume the responsibility to bid, award and manage this project.

Please be advised, the City has entered into a similar type agreements with ODOT in the past, for the W. Smith Road Reconstruction Phases 1 and 4, N. Huntington Street Phase 1 Reconstruction, the Guilford Boulevard, Phase 3 Reconstruction and the Guilford Boulevard Bridge.

Thank you for your consideration

ESTIMATED COST: \$306,000 (100% of the costs for the additional water line replacement)

SUGGESTED FUNDING: 108 Street M&R Special

Sufficient Funds in Account Number: 108-0610-54414

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

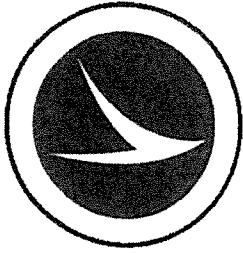
COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

May 31, 2023

Mr. Pat Patton
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Dear Mr. Patton:

The Ohio Department of Transportation (ODOT) is pleased to inform you that the Prospect Street Bridge Replacement project (SFN 5265398) has been selected for funding in the Municipal Bridge Program. The project selections are contingent upon the availability of future federal funds.

With the Bridge Formula Program funding through the most recent Federal Transportation Bill, off-system bridges must be funded at 100% for construction and construction engineering. Therefore, the program will provide 100% of the eligible costs, up to a maximum of \$1,809,000 in Federal funds through the Municipal Bridge Program, in State Fiscal Year (SFY) 2026. Please note, if contingencies were included in the requested amount, they were removed prior to awarding funds per the program guidance.

Please provide written acceptance of the awarded Municipal Bridge funds by **Friday, July 14, 2023** via email to Nichole.Lawhorn@dot.ohio.gov. If acceptance is not received by this date, the funds will be rescinded and awarded to another project in order to ensure a fully funded program.

Please contact Steve Shepherd, in the ODOT District 3 office at (419) 207-7176, to schedule a project scope meeting and to start the process of programming your project. It is very important to establish solid commitment dates for your project. Failure to meet the agreed upon dates could result in funding being withdrawn.

If you have any questions, please feel free to contact me at (614) 752-6581 or at the email address provided above.

Respectfully,

A handwritten signature in black ink, appearing to read "Nichole Lawhorn".

Nichole Lawhorn
Program Manager
Office of Local Programs

c: Steve Shepherd, ODOT District 3
Jeff Rogers, ODOT District 3

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **The City of Medina (LPA) 132 North Elmwood Avenue, Medina, Ohio 44256.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **bridge replacement on Prospect Street (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

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

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

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

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

3. FUNDING

3.1 The total cost for the PROJECT construction cost is estimated to be \$1,809,000. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$1,809,000 in Federal funds for the construction phase (including Construction Engineering). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

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

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in by this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Patrick J. Patton, P.E.	Steve Shepherd, LPA Manager
City of Medina, Engineer	Ohio Department of Transportation
132 North Elmwood Avenue	906 Clark Ave
Medina, Ohio 44256	Ashland, Ohio 44805
PPatton@medinaoh.org	Steve.Shepherd@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

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

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

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



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ²

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



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

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



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

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

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

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

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

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

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

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

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

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

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

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

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

REQUEST FOR COUNCIL ACTION

OK
D. H. [unclear]
1-7-2025

NO. RCA 25-013-1/13

FROM: Patrick Patton

DATE: January 7, 2025

COMMITTEE REFERRAL: Finance

SUBJECT: LPA Project Agreement with ODOT for Job #1150: S. Huntington Street Bridge

On this date, the Ohio Department of Transportation (ODOT) submitted to the City the attached LPA Federal Local Let Project Agreement for the Prospect Street Bridge Replacement Project. We respectfully request Council's authorization to enter into this project agreement with ODOT for this project.

The City was awarded approximately \$1,739,500 in funds for this project. This program is funded at 95%, as such the City's match for construction funding for the bridge replacement is \$91,553.

The City is responsible for 100% of the design engineering costs; Council recently approved an agreement in the amount of \$311,249 for that work.

By law, ODOT acts as the administrator of those funds. Typically, when federal funds are involved, ODOT advertises, bids, awards and manages the project (for example, the US 42/North Court Corridor Project). By entering into this LPA agreement, the City would assume the responsibility to bid, award and manage this project.

Please be advised, the City has entered into a similar type agreements with ODOT in the past, for the W. Smith Road Reconstruction Phases 1 and 4, N. Huntington Street Phase 1 Reconstruction, the Guilford Boulevard, Phase 3 Reconstruction and the Guilford Boulevard Bridge.

Thank you for your consideration

ESTIMATED COST: \$91,553 (5% of the total cost of the project)

SUGGESTED FUNDING: 108 Street M&R Special

Sufficient Funds in Account Number: 108-0610-54414

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

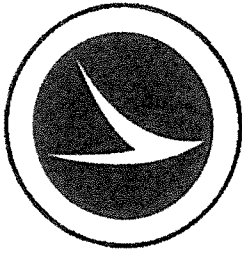
COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

May 31, 2023

Mr. Patrick Patton
City of Medina
132 N. Elmwood Avenue
Medina, Ohio 44256

Dear Mr. Patton:

The Ohio Department of Transportation (ODOT) is pleased to inform you the South Huntington Street Bridge Replacement project (SFN 5265509) has been selected for funding in the Municipal Bridge Program. The project selections are contingent upon the availability of future federal funds.

In the past, ODOT has provided 80% of the eligible costs in Federal funds through the Municipal Bridge Program. This year the program is utilizing Toll Revenue Credit (TRC) to provide 95% of the eligible costs, up to a maximum of **\$1,739,500** in Federal funds through the Municipal Bridge Program, in State Fiscal Year (SFY) 2026. Please note, if design risk contingencies were included in the requested amount, they were removed as they are not eligible. The program keeps a nominal amount set aside for project overruns through no fault of the local sponsor, if an increase is needed.

Please provide written acceptance of the awarded Local Major Bridge funds by **Friday, July 14, 2023** via email to Nichole.Lawhorn@dot.ohio.gov. If acceptance is not received by this date, the funds will be rescinded and awarded to another project in order to ensure a fully funded program.

Please contact Steve Shepherd, in the ODOT District 3 office at (419) 207-7176, to schedule a project scope meeting and to start the process of programming your project. It is very important to establish solid commitment dates for your project. Failure to meet the agreed upon dates could result in funding being withdrawn.

If you have any questions, please feel free to contact me at (614) 752-6581 or at the email address provided above.

Respectfully,

A handwritten signature in black ink, appearing to read "Nichole Lawhorn".

Nichole Lawhorn
Program Manager
Office of Local Programs

c: Steve Shepherd, ODOT District 3
Jeff Rogers, ODOT District 3

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **The City of Medina (LPA) 132 North Elmwood Avenue, Medina, Ohio 44256.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **bridge replacement on Huntington Street (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - A. FEDERAL
 - 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 23 CFR 1.33 – Conflicts of Interest
 - 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
 - 23 CFR 630.106 – Authorization to Proceed
 - 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
 - 23 CFR Part 645 –Utilities
 - 48 CFR Part 31 – Contract Cost Principles and Procedures
 - 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
 - 23 USC § 112 – Letting of Contracts
 - 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
 - Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

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

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

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$2,570,052.63. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$1,739,500.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

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

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at

<https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required by this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with

pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

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

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

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

Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

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

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

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

8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any

deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LAMP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Patrick J. Patton, P.E.	Steve Shepherd, LPA Manager
City of Medina, Engineer	Ohio Department of Transportation
132 North Elmwood Avenue	906 Clark Ave
Medina, Ohio 44256	Ashland, Ohio 44805
PPatton@medinaoh.org	Steve.Shepherd@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

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

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

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



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

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



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

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



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

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

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

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

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

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

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

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

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

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

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

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

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

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

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

OK
D. K. Hammel
1-7-2025

REQUEST FOR COUNCIL ACTION

No. RCA 25-014-1/13

FROM: Kimberly Marshall

Committee Finance

DATE: January 7, 2025

SUBJECT: Albrecht, Inc – Petition to Join the JEDD

SUMMARY AND BACKGROUND:

Albrecht, Incorporated located at 5864 Wooster Pike Rd, Medina, OH 44256, Parcel number 030-11A-01-025 would like to join the City of Medina / Montville Township Joint Economic Development District (JEDD). They have completed the petition form accordingly.

Suggested Funding:

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

Emergency Clause Requested: maybe
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESSES TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO R.C. 715.72

The Undersigned represents one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of businesses to be included in the City of Medina-Montville Township Joint Economic Development District ("JEDD"). The Undersigned hereby petitions for the addition of the parcels specified below, and the businesses located on such parcels, to the JEDD.

Further, the Undersigned agrees that all documents required by R.C. 715.72 shall be made available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include a copy of the amendment to the JEDD contract, a description of the area to be added or from the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area

The Undersigned also consents to a public hearing regarding the amendment of the JEDD to include the aforementioned parcels to the JEDD.

PROPERTY OWNER:

Albrecht, Incorporated
Name of Title Owner

5864 Wooster Pike, Montville Township, OH
Property Address

Joseph B. Albrecht
Undersigned
Signature of Title Owner *President*

030-11A-01-025
Parcel Number

BUSINESS OWNER(S): Vacant Land

Name of Business Owner


Business Address

Undersigned
Signature of Business Owner

Parcel Number



[Tax Bill](#) [Aerial Imagery](#) [Parcel Viewer](#) [Transfers](#) [Tax Distribution](#) [Tax Map](#)

 [Print This Page](#)

Parcel Information

Parcel Number	030-11A-01-025
Owner Name	ALBRECHT INCORPORATED
Location	5864 WOOSTER PIKE 030 - Montville (Medina City SD)
Property Class	511 Property Class Codes
Acreage	0.859400
Legal Description	LOT 5 MID 0.8594A
Tax Mailing Address	ALBRECHT INCORPORATED 17 S MAIN ST AKRON, OH 44308 USA

Value

Land Value	67,890
CAUV Value	0
Building Value	123,110
Total Value	191,000

Taxable Value

Taxable Land Value	23,760
Taxable CAUV Value	0
Taxable Building Value	43,090
Taxable Total Value	66,850

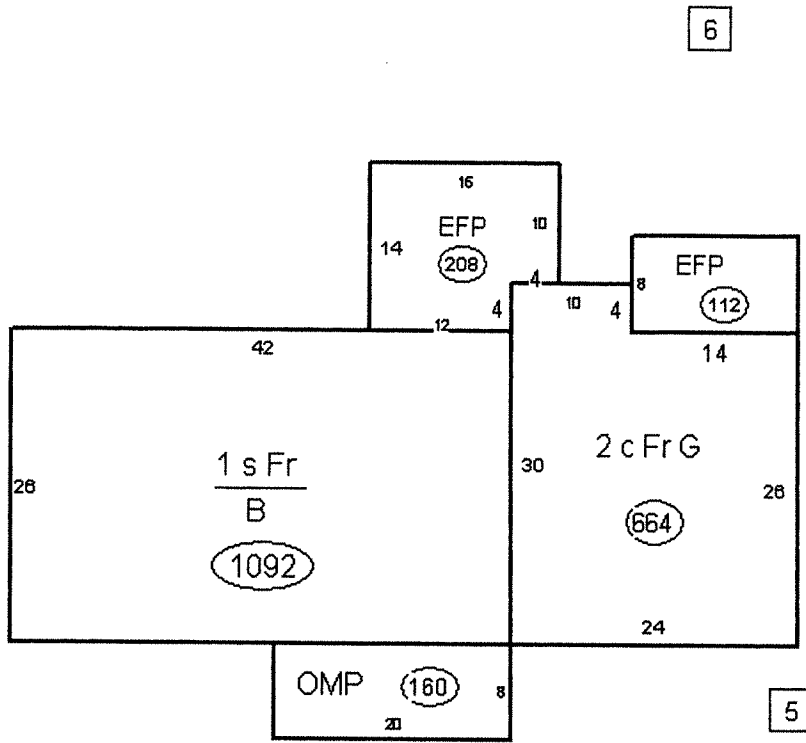
Dwelling Information

Card Number	001
Year Built	1962
Story Height	1.00000
Extension Walls	Siding-Wide
Fireplace Openings	0
Heating	Forced Hot Air
Central Air	Yes
Full Baths	1
Half Baths	1
Bedrooms	3

Dwelling Information

Attic	None
Attic Area	0
Second Floor Area	0
Upper Floor Area	0
First Floor Area	1092
Basement	Full Basement
Basement Area	1092
Garage Area	664
Enclosed Frame Porch Area	112
Enclosed Frame Porch Area	208
Open Masonry Porch Area	160

Dwelling Sketch - Card Number 001



BRICK TRIM 4 X 40

Sketch Codes Key

Other Improvements

Card Number	Key	Improvement	Width	Length	Area	Year Built
001	05	Residential Shed - Small Util	10	12	120	1995
001	06	Residential Shed - Small Util	10	12	120	2017

REQUEST FOR COUNCIL ACTION

No. RCA 25-015-1/13
Committee: Finance + Council

FROM: Keith H. Dirham
DATE: January 7, 2025
SUBJECT: Authorization to create a Purchase Order and authorize a Then and Now payment greater than or equal to \$3,000 in accordance with ORC 5705.41 (D) (1)

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution authorizing payment to Dell Technologies for (4) XPS desktop computers (see attached invoice). The 2025 purchase order was not created prior to receiving this invoice.

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: \$5,839.96

Suggested Funding:

- sufficient funds in Account No. 388-0714-53315
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes
Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:
Council Action Taken:

Ord./Res. Ord 017-25
Date: 1-13-25



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

CITY OF MEDINA
ACCOUNTS PAYABLE
132 N ELMWOOD AVE
PO BOX 703
MEDINA, OH 44258

SHIP TO:

CITY OF MEDINA
JUSTIN FIELDS
150 W FRIENDSHIP ST
150 W FRIENDSHIP ST
MEDINA, OH 44256-1835

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10770897962	Customer No: 21543194	Order No: 1009269482	Page 1 of 2
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Purchase Order:	2024001527	Shipped Via:	FEDERAL EXPRESS
Payment Terms:	30 Days Inv.	Customer Agreement #:	NCPA 01-143
Due Date:	10/10/2024	Contract Code:	C000001019611
Invoice Date:	09/10/2024	Waybill Number:	414318758837
Order Date:	08/29/2024	Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Sales Rep:	SOFIA_AGUILERA		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BFYW	XPS Desktop 8960 System Service Tags: 8STHZ44 , BSTHZ44 , 9STHZ44 , CSTHZ44	4	EA	1,251.66	5,006.64

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD	
Sub-Total:	\$ 5,839.96
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 5,839.96	
Invoice Total:	\$ 5,839.96



DETACH AT LINE AND RETURN WITH PAYMENT
Invoice No: 10770897962
Customer Name: CITY OF MEDINA
Customer No: 21543194
PO No: 2024001527
Order Number: 1009269482

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 643561
Pittsburgh, PA 15264-3561

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account <https://mfmc.dell.com/>

USD	
Sub-Total:	\$ 5,839.96
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 5,839.96	
Invoice Total:	\$ 5,839.96
Balance Due:	\$ 5,839.96
Amount Enclosed:	

0107708979620000000583996000000215431945



DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: <http://www.dell.com>

Invoice

BILL TO:

CITY OF MEDINA
ACCOUNTS PAYABLE
132 N ELMWOOD AVE
PO BOX 703
MEDINA, OH 44258

SHIP TO:

CITY OF MEDINA
JUSTIN FIELDS
150 W FRIENDSHIP ST
150 W FRIENDSHIP ST
MEDINA, OH 44256-1835

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10770897962	Customer No: 21543194	Order No: 1009269482	Page 2 of 2
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Purchase Order: 2024001527	Shipped Via: FEDERAL EXPRESS
Payment Terms: 30 Days Inv.	Customer Agreement #: NCPA 01-143
Due Date: 10/10/2024	Contract Code: C000001019611
Invoice Date: 09/10/2024	Waybill Number: 414318758837
Order Date: 08/29/2024	Contract Name: OMNIA-National Cooperative Purchasing Alliance (NCPA)
Sales Rep: SOFIA_AGUILERA	

Item Number	Description	Qty	Unit	Unit Price	Amount
570-AATH	Dell Wired Mouse BLK	4	EA	-	-
429-AAXO	No Optical Drive	4	EA	-	-
520-AAAO	No speakers	4	EA	-	-
555-BIHW	Intel(R) Killer(TM) Wi-Fi 6E AX1675, 2x2, 802.11ax, Bluetooth(R) wireless card	4	EA	-	-
450-AAGO	US Power Cord	4	EA	-	-
340-DFJM	Documentation, English w/ QR Code	4	EA	-	-
631-ADQC	Windows System Driver	4	EA	-	-
321-BKXC	750W Platinum	4	EA	-	-
338-CNHM	Intel(R) Core(TM) i7 14700 (33 MB cache, 20 Cores, 28 threads, up to 5.4 GHz)	4	EA	-	-
332-1530	Dell.com Order	8	EA	-	-
328-BFKK	Shipping Material	4	EA	-	-
389-FCHP	Regulatory Label	4	EA	-	-
389-DXDV	Intel Core i7 non-vPro Processor Label	4	EA	-	-
321-BHGJ	Standard CPU air cooling	4	EA	-	-
658-BCUJ	Additional Software	4	EA	-	-
525-0316	McAfee Business Protection 1-year	4	EA	-	-
658-BCCO	McAfee+ Premium 30-day trial	4	EA	-	-
817-BBBC	Not selected in this configuration	4	EA	-	-
801-1802	Dell Limited Hardware Warranty Initial Year	4	EA	-	-
801-1849	Onsite/In-Home Service After Remote Diagnosis, 1 Year	4	EA	-	-
619-AQLP	Windows 11 Pro, English, French, Spanish	4	EA	-	-
658-BCSB	Activate Your Microsoft 365 For A 30 Day Trial	4	EA	-	-
817-BBBB	Custom Configuration	4	EA	-	-
370-BBSSG	32GB, 2X16GB, DDR5, 5600MT/s; up to 64GB (additional memory sold separately)	4	EA	-	-
580-AILI	Dell Multimedia Keyboard-KB216 Black (English)	4	EA	-	-
480-AACF	If accessories are purchased, they may ship separately	4	EA	-	-
490-BJRV	NVIDIA(R) GeForce RTX(TM) 4060 Ti 8GB GDDR6	4	EA	-	-
555-BIJK	Killer 1675 wireless driver	4	EA	-	-
400-BOSL	1TB M.2 PCIe NVMe Solid State Drive	4	EA	208.33	833.32

To make a payment or access your account details online, please visit MyFinancials at <https://mf.dell.com>

REQUEST FOR COUNCIL ACTION

No. RCA 25-016-1/13

FROM: Grants

Committee: Finance/City Council

DATE: December 18, 2024

SUBJECT: Approval of final PY-20 CHIP contract for 30 Circle Drive, Medina OH.

SUMMARY AND BACKGROUND:

That the payment of \$41,115.00 is hereby authorized to Paul Davis Restoration for the Private Home Rehabilitations at 30 Circle Drive, Medina, Ohio, as part of the PY-20 CHIP Grant Program.

The funds to cover this payment in the amount of \$40,115.00 are available in Account No. 137-0406-52215.

That in accordance with Ohio Revised Code 5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

That this ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay payment to the contractor; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor

Estimated Cost: \$40,115.00

Suggested Funding:

- sufficient funds in Account No. 137-0406-52215
- transfer needed from Account No. ~~to Account No.~~
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: Yes, for both Finance and City Council.

Reason: Project began while Council was on Christmas break and is to be completed in early Janusry..

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 14-25
Date: 1-13-25

REQUEST FOR COUNCIL ACTION

*OK
Handled
1-7-2025*

NO. RCA 25-017-1/13

FROM: Patrick Patton
January 7, 2025

REFERRAL: Finance

SUBJECT: Accept NOACA funding for State Road Reconstruction and Resolution of Support for additional funding.

NOACA informed the City that they have awarded us an additional \$661,021 for the above captioned project. This is in addition to the \$1,175,657 that was awarded in 2023, resulting in a total award of \$1,836,678. The total cost of this project, including engineering and construction, is currently estimated at \$6,628,000.

In order to accept this award, NOACA requires the City to sign a Sponsor Partnership Responsibility letter (also attached). This request asks Council accept this award and authorizes the Mayor to sign the Partnership Responsibility letter on behalf of the City.

Thank you for your consideration.

ESTIMATED COST: n/a

SUGGESTED FUNDING:
Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:
Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Patrick Patton

From: Laura Mazucca <LMazucca@mpo.noaca.org> on behalf of Grace Gallucci <GGallucci@mpo.noaca.org>
Sent: Friday, December 20, 2024 3:11 PM
To: Dennis Hanwell
Cc: Patrick Patton; Scott.Ockunzzi@dot.ohio.gov; Jim Thompson; Ed May
Subject: NOACA 2026-2029 TIP Funding Award & Agreement
Attachments: Medina NOACA 26-29 TIP Award Letter.pdf; Medina SFY26-29 NOACA TIP Sponsor Responsibility Form.pdf

Dear Mayor Hanwell,

Attached please find correspondence regarding NOACA's 2026-2029 Transportation Improvement Program (TIP) and selected project(s) in your community.

Also attached is a "Sponsorship Partnership Responsibilities" form. Please sign and email back to Jim Thompson by January 31, 2025 at jthompson@mpo.noaca.org.

We look forward to working with you to implement your projects.

grace

Grace Gallucci
Executive Director & CEO
(216) 241-2414 ext. 100
ggallucci@mpo.noaca.org



Northeast Ohio Areawide Coordinating Agency
1299 Superior Ave. E
Cleveland, OH 44114





NOACA

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Ferzan M. Ahmed, P.E., Executive Director, Ohio Turnpike and Infrastructure Commission

David Emerman, District Chief, Northeast District Office, Ohio Environmental Protection Agency

Grace Gallucci, Executive Director & CEO

December 20, 2024

The Honorable Dennis Harwell
 Mayor, City of Medina
 132 North Elmwood Street
 Medina, Ohio 44256

RE: NOACA 2026-2029 Transportation Improvement Program (TIP) Funding Award and Agreement

Dear Mayor Harwell,

The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the State Fiscal Year 2026-2029 Transportation Improvement Program (TIP) on December 13, 2024. We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's *eNEO2050* long-range plan. NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

Project Name	PID	NOACA Funding	SFY
STATE RD (RESURFACE FROM W LIBERTY ST / SR-18 TO N PROGRESS DR / BIRCH HILL DR)*	122984	\$661,021 (80% STBG)	2027

**Additional Funding to Current NOACA Commitment*

This funding award represents a partnership between your community and NOACA to implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all the conditions carefully, sign, and return as soon as possible. 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 amounts and indicated years of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Ed May at (216) 241-2414 ext. 287 or by email at emay@mpo.noaca.org. On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your projects.

Respectfully,

Grace Gallucci

GG:jt:lm/10276s

CC: Patrick Patton, Engineer, City of Medina
 Scott Ockunzzi, Planning Engineer, ODOT District 3

NOACA 2026-2029 TIP Project Award – Sponsor Partnership Responsibilities

Sponsor Agency: City of Medina

Projects:

Project Name	PID	NOACA Funding	SFY
STATE RD (RESURFACE FROM W LIBERTY ST / SR-18 TO N PROGRESS DR / BIRCH HILL DR)*	122984	\$661,021 (80% STBG)	2027

**Additional Funding to Current NOACA Commitment*

The sponsor shall work with NOACA as a partner in the development and implementation of the stated project. 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. Projects administered through ODOT’s Local Public Agency (LPA) process in which the municipality has hired a firm to serve as the Contracted Municipal Engineer must align with ODOT’s updated LPA Manual concerning Consultant Contract Administration regarding 3rd Party Consultant requirements (<https://www.transportation.ohio.gov/programs/local-programs/local-let-manual-of-procedures/local-let-manual>).
2. NOACA participation in the project kick off/scope meetings between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
3. NOACA participation in any formed project steering and stakeholder committees, inclusive of agenda setting and schedule of meetings (if applicable).
4. 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.
5. NOACA participation in and approval of the project public engagement and involvement process and related materials.
6. 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 project in the TIP for the stated funding amount and indicated year of implementation.

Authorized Agency Representative

Date

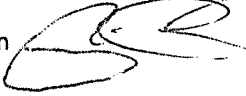
Grace Gallucci, Executive Director, NOACA

Date

REQUEST FOR COUNCIL ACTION

OK
Dr. Hamer
1-7-2025

NO. RCA 25-08-1/13

FROM: Patrick Patton 

DATE: January 7, 2025

COMMITTEE REFERRAL: Finance

SUBJECT: Application for grant assistance with the Ohio Department of Transportation (ODOT) for State Road sidewalks

This request is for Council's authorization to submit a grant application for Funding with the Ohio Department of Transportation (ODOT). ODOT reached out to the City in December with an opportunity to acquire funding for the replacement of sidewalks along the City's State Road Reconstruction project.

This grant will fund up to 90% of the construction costs with a 10% local match. The estimated total cost for this work is as follows

- ODOT Grant: \$675,000 (90%)
- Local Share; \$ 75,000 (10%)
- TOTAL \$750,000 (100%)

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to sign the attached conflict of interest form, and for the Mayor to be authorized to enter into any applicable agreements with ODOT to accept the grant.

Thank you for your consideration.

ESTIMATED COST: No cost to submit the application, potential City share of \$75,000 if awarded the grant.

SUGGESTED FUNDING: City share: 108

Sufficient Funds in Account Number:

Transfer Needed From:
To:

New Appropriation:

Emergency Clause Requested: Yes

Reason: ODOT advised us of this program in mid-December, they require final submittal for the grant application by January 31, 2025.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Conflict of Interest and Ethics Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

THIS FORM IS TO BE COMPLETED BY ALL MUNICIPALITIES

Project Owner (Local Government):

Project Name:

PID (if programmed):

As the LPA/Consultant (Municipal Engineer, Engineer of Record and/or 3rd Party Consultant providing Owner's Representative Services) for the above local federal-aid transportation project, I have:

1. Reviewed the ethics and conflict of interest information found in Ohio's Local Let Manual of Procedures, and for Safety funded projects ODOT's Safety Analysis Guidelines Section 6.0.
2. Reviewed the Ethics and Conflict of Interest laws, including 23 CFR § 1.33, 23 CFR 636.116 and Ohio Revised Code sections 102.03, 2921.42 and 2921.43.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

- No real or potential conflicts of interest or ethics issues.
If no conflicts have been identified, complete and sign this form and submit with executed LPA Agreement and/or project application.
- Real conflicts of interest or the potential for conflicts of interest/ethics issues have been resolved with the roles established below. Complete and sign this form, and submit with executed LPA Agreement, consultant contracts and/or project funding application.

LPA – Person in Responsible Charge

Project Owner (LPA): _____

Printed Name: _____

Signature: _____

Date: _____

Engineer of Record

Firm Name: _____

Printed Name: _____

Signature: _____

Date: _____

Consultant – Municipal Engineer

Applicable Not Applicable

Firm Name: _____

Printed Name: _____

Signature: _____

Date: _____

3rd Party Consultant

Applicable Not Applicable

Firm Name: _____

Printed Name: _____

Signature: _____

Date: _____

REQUEST FOR COUNCIL ACTION

OK
2/11/25
7-8-25

NO. RCA 25-019-1/13

FROM: Greg Huber, Patrick Patton

DATE: January 7, 2025

COMMITTEE REFERRAL: Finance

SUBJECT: Delta Airport Consultants Task Order #1– Snow Removal Equipment Acquisition

In 2024 City Council approved Ordinance 86-24 which authorized a professional services agreement with Delta Airport Consultants, Inc. This request asks for approval of Task Order #8 for that agreement (attached). Task Order #8 is for the acquisition of Snow Removal Equipment (SRE) for the airport. Upon approval, Delta will complete the following tasks (please refer to the attached for a detailed description of the proposed tasks):

- Develop Bid Documents
- Coordinate Bidding Phase Services
- Complete Procurement Administrative Services

A FAA BIL AIG Fiscal Year 2025 grant is covering 95% of the total project costs which will include the acquisition of the SRE, local administrative costs (i.e., advertisement costs, contract review, etc.) and Delta's \$35,000 task order. The funding breakdown for this task order is as follows:

- FAA Grant: \$33,250. (95%)
- Local Match: \$ 1,750. (5%)
- TOTAL: \$35,000 (100%)

As an FYI, the total cost of this equipment is estimated to be \$300,000. The FAA grant will fund 95% of the cost for the equipment (a total of \$285,000). The City will be responsible for the remaining 5% (\$15,000).

This request asks for Council approval to this task order, and to authorize the Mayor to sign all necessary agreements pertaining to this task order. Thank you for your consideration.

ESTIMATED COST: \$35,000

SUGGESTED FUNDING: \$33,250 in 147-0659-54413 (grant)
\$ 1,750 in 547-0659-54413 (City share)

Sufficient Funds in Account Number:

Transfer Needed from Account Number: To Account Number:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**TASK ORDER NO. ONE (1)
PROFESSIONAL SERVICES AGREEMENT**



PROJECT: Acquire Snow Removal Equipment

AIRPORT: Medina Municipal Airport

DELTA PROJECT NO.: 24066

DATE OF ISSUANCE: December 4, 2024

ATTACHMENTS: 1) Scope of Services

METHOD OF PAYMENT: Design through Bidding - Lump Sum

TASK ORDER AMOUNT: \$35,000 Lump Sum

- PROJECT DESCRIPTION:
- Develop Bid Documents
 - Coordination Bidding Phase Services
 - Procurement Administration Services

The original Agreement for Professional Services between the City of Medina (OWNER) and Delta Airport Consultants, Inc. (CONSULTANT) for Professional Services at Medina Municipal Airport dated April 22, 2024, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and OWNER.

ACCEPTED:

Digitally signed by Douglas E Sander

by: Date: 2025.01.08 09:24:02 -05'00'

Douglas E. Sander, PE
Vice President
Delta Airport Consultants, Inc.
20545 Center Ridge Road, Suite 450
Cleveland, OH 44116

APPROVED:

by: _____

Dennis Hanwell
Mayor
City of Medina
PO Box 703
Medina, OH 44258-0703



Acquire Snow Removal Equipment
Medina Municipal Airport
Delta Project No. 24066.103

December 4, 2024

PHASE	DETAILED TASKS
ACQUIRE SRE	Contract Forms and Coordination Prepare Airport Snow & Ice Control Plan Grant Funding Assistance Reimbursement Requests Project Correspondence Owner Coordination FAA Coordination Specification/Bid Document Development Bid Coordination/ Bid Tab Development Equipment Delivery/Punchlist Review Final Project Closeout

Excluded from Proposal:

Bid Advertisement Costs

REQUEST FOR COUNCIL ACTION

No. RCA 25-020 - 1/13
Committee: Finance

FROM: Andrew Dutton
DATE: January 8, 2025
SUBJECT: PY25 CDBG Grant Administration Consultant Selection

SUMMARY AND BACKGROUND:

This is a request to authorize the Mayor to solicit Requests for Qualifications (RFQ's)/Request for Proposals (RFP's) for PY25 City of Medina Community Development Block Grant (CDBG) consultant services. The consultant will be responsible the CDBG application, administration, and implementation. The request includes authorization to award the RFQ/RFP to the successful bidder.

Estimated Cost: -

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: This is the first step in a lengthy CDBG Application process. The call for RFP/RFQ applications from consultants must be advertised twice, a consultant must be selected, and numerous additional required steps must be taken prior to the application's submission to the State in May or June of 2025.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

REQUEST FOR COUNCIL ACTION

No. RCA 25-021-1/13

FROM: Andrew Dutton

Committee: Finance

DATE: January 8, 2025

SUBJECT: PY25 CDBG Grant Fair Housing Consultant Selection

SUMMARY AND BACKGROUND:

This is a request to authorize the Mayor to solicit Requests for Qualifications (RFQ's)/Request for Proposals (RFP's) for PY25 City of Medina Community Development Block Grant (CDBG) fair housing services. The request includes authorization to award the RFQ/RFP to the successful bidder.

Estimated Cost: -

Suggested Funding:

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

Emergency Clause Requested: Yes

Reason: This is the first step in a lengthy CDBG Application process. The call for RFP/RFQ applications from consultants must be advertised twice, a consultant must be selected, and numerous additional required steps must be taken prior to the application's submission to the State in May or June of 2025.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date: