

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

January 27, 2025  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (January 13, 2025)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

**Notices, communications and petitions.**

**Unfinished business.**

**Introduction of visitors.**  
(speakers limited to 5 min.)

**Introduction and consideration of ordinances and resolutions.**

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 18-25, Ord. 19-25, Ord. 20-25, Ord. 21-25, Ord. 22-25, Ord. 23-25, Ord. 24-25, Res. 25-25, Ord. 26-25, Ord. 27-25, Ord. 28-25, Ord. 29-25, Ord. 30-25, Ord. 31-25

Ord. 18-25

An Ordinance amending Section 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Civil Service Secretary and revised job description.

Ord. 19-25

An Ordinance authorizing the payment of \$40,000.00 to Main Street Medina for the City's 2024 Membership Renewal.

Ord. 20-25

An Ordinance amending Ordinance No. 140-21, passed September 13, 2021, and authorizing the Mayor to enter into an Amendment to Wellness Service Agreement between the Medina Community Recreation Center and Medina Hospital, a Cleveland Clinic Hospital, for a Wellness Partnership.

Medina City Council  
January 27, 2025

Ord. 21-25

An Ordinance amending Section 371.01 (a) of the codified ordinances of the City of Medina, Ohio relative to Right of Way in Crosswalk.  
(emergency clause requested)

Ord. 22-25

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Prospect Street Bridge Project, Job #1062.

Ord. 23-25

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the S. Huntington Street Bridge Project, Job #1150.

Ord. 24-25

An Ordinance authorizing the Mayor to execute a Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) and to accept funding for a Federal Aid Project Grant for the State Road Reconstruction Project.

Res. 25-25

A Resolution authorizing the filing of a grant application through the Ohio Department of Transportation for funding for the replacement of sidewalks along the City's State Road Reconstruction Project.  
(emergency clause requested)

Ord. 26-25

An Ordinance authorizing the Mayor to enter into Task Order #1 to the Agreement with Delta Airport Consultants, Inc. for professional services at the Medina Municipal Airport relative to Airport Snow Removal Equipment Acquisition.

Ord. 27-25

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's) / Request for Proposals (RFP's) for Consultant Services for the PY25 Community Development Block Grant (CDBG) Program Application including administration and implementation.  
(emergency clause requested)

Ord. 28-25

An Ordinance authorizing the Mayor to solicit Request for Qualifications (RFQ's) / Request for Proposals (RFP's) for Fair Housing Services for the PY25 Community Development Block Grant (CDBG) Program Application including administration and implementation.  
(emergency clause requested)

Ord. 29-25

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.  
(emergency clause requested)

Medina City Council  
January 27, 2025

Ord. 30-25

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.  
(emergency clause requested)

Ord. 31-25

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.  
(emergency clause requested)

**Council comments.**

**Adjournment.**

MEDINA CITY COUNCIL  
Monday, January 13, 2025

**Call to Order:**

Medina City Council met in regular session on Monday, January 13, 2025 at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John Coyne III, who led in the Pledge of Allegiance.

**Roll Call:**

The roll was called with the following members of Council present: J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

Also present were the following members of the Administration: Mayor Hanwell, Greg Huber, Keith Dirham, Patrick Patton, Chief Kinney, Chief Walters, Kathy Patton, Kimberly Marshall, and Andrew Dutton.

**Minutes:**

Mr. Shields moved that the minutes from the regular meeting on Monday, December 9, 2024, and Tuesday, January 7, 2025 organizational meeting as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion was approved by the yeas of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Reports of Standing Committees:**

**Finance Committee:** Mr. Coyne stated the finance committee met prior to council this evening and will meet again in two weeks on the 27<sup>th</sup> of January.

**Public Properties Committee:** Mr. Shields had no report.

**Health, Safety & Sanitation Committee:** Mr. Simpson had no report.

**Special Legislation Committee:** Mr. Rose stated they held a meeting at 5:30 p.m. today to discuss the Medina Pedal Company bringing in a party quad-cycle and will vote on next finance meeting.

**Streets & Sidewalks Committee:** Ms. Haire had no report.

**Water & Utilities Committee:** Ms. Hazeltine had no report.

**Emerging Technologies Committee:** Ms. DiSalvo had no report.

**Requests for Council Action:**

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

Medina City Council  
January 13, 2025

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

**Reports of Municipal Officers:**

**Dennis Hanwell, Mayor,** Welcome back council members. Hope you all and the public had a blessed and safe Holiday Season.

Promise of Christmas was a vision of Mark and Dana Klaus. January 10<sup>th</sup> – 12<sup>th</sup> families that were affected by hurricane Helene in North Carolina arrived in Medina for a recreation of the Candlelight Walk to bring a little Christmas to these struggling families. Castle Noel partnered with the City of Medina, Main Street Medina, the Medina County Visitors Bureau and the Greater Medina area Chamber of Commerce to plan, organize and coordinate this event attended by 250 people and in excess of \$100K was raised.

United Way of Summit and Medina Counties are offering free tax prep for households earning less than \$67K per year. To schedule just dial 2-1-1 or go to website [www.uwsummitmedina.org/fec](http://www.uwsummitmedina.org/fec)  
The Healthy Business Council of Ohio has awarded the City of Medina a Gold Level in their 2024 Healthy Worksite Recognition Program. Thankful for staff’s participation and Council’s support of our Healthy Medina Program.

**Keith Dirham, Finance Director,** Keith stated he got to attend some of the Promise of Christmas event and felt it was a great reflection on our city. There are a couple of items on the agenda that he will address.

**Greg Huber, Law Department,** had no report.

**Kimberly Marshall, Economic Development Director,** had no report.

**Chief Kinney, Police Department,** updated all on the deer program. 12 permits have been issued and 8 deer have been harvested since the beginning of bow season.

**Darin Zaremba, Sgt./IT,** stated they have begun their migration off of the email system they had in place for over 20 years into the new Office 365. Darin gave a shout out to his colleague, Justin Fields who has been instrumental in the migration to the new system.

**Dan Gladish, Building Official,** had no report.

Medina City Council  
January 13, 2025

**Chief Walters, Fire Department,** had no report.

**Nino Piccoli, Service Director,** was not in attendance.

**Patrick Patton, City Engineer,** Patrick stated last May they installed an airport monitoring system out at the Medina Municipal Airport and the numbers are in for the last six months. There was a total of 15,381 aircraft operations.  
2024 average daily water use was 3.01 million gallons a day. This was the first time we were over 3 million since 2017.

**Jansen Wehrley, Parks and Recreation Director,** Jansen stated the Reagan Park Cold Storage Building project was awarded and it came in under budget. Construction to start mid-February.

**Andrew Dutton, Planning and Community Development Director,** had no report.

**Confirmation of Mayor's appointment.**

Bob Starcher – Records Commission – Exp. 12/31/25

Mr. Shields moved to confirm the Mayor's appointment, seconded by Mr. Simpson. Motion passed with the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Motion by Council to authorize designee for public records training.**

Motion to designate Clerk of Council and/or Deputy Clerk of Council, to act as the Mayor, the Director of Finance and City Council's designee to attend public records training as required by Sections 149.43 and 109.43 of the Ohio Revised Code.

Mr. Shields moved to authorize the Clerk of Council and/or Deputy Clerk of Council as a designee for public records training, seconded by Mr. Simpson. Motion passed with the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Notices, communications and petitions.**

There were none.

**Unfinished business.**

There is none.

**Introduction of visitors.**

Tammy Kirby – resides at 246 W. Friendship St. She welcomed everyone back for 2025 and is grateful for everything that was done in 2024. Spoke highly on the Promise of Christmas event. Tammy was curious about the pedal bike operation and travel destinations.  
Mr. Rose stated the meeting was to discuss when and when not the pedal bike can be on the square as to not impact traffic.

Angela Mansier from MSM – spoke on the Promise of Christmas event, stating it was a great success.

**Introduction and consideration of ordinances and resolutions.**

Mr. Shields moved to Suspend the Rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson. Res. 1-25, Ord. 2-25, Ord. 3-25, Ord. 4-25, Res. 5-25, Ord. 6-25, Ord. 7-25, Ord. 8-25, Ord. 9-25, Res. 10-25, Ord. 11-25, Ord. 12-25, Ord. 13-25, Ord. 14-25, Ord. 15-25, Ord. 16-25, and Ord. 17-25.

The roll was called and the motion approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Res. 1-25**

**A Resolution authorizing the Mayor to submit a grant application for an America 250-Ohio Grant to be used toward funding of American 250 Storytelling and Education Activities in 2026.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 001-25, seconded by Mr. Simpson. Mayor stated we are involved with this American 250 event that will happen in 2026 and this is an opportunity to get some grant dollars to use for specific activities during the month of the event. The roll was called and Ordinance/Resolution No. 001-25 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

**Ord. 2-25**

**An Ordinance authorizing an expenditure not to exceed \$139,850.00 to Technology Engineering Group for IT services, software and phone system for the City of Medina.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 002-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 002-25, seconded by Mr. Simpson. Sgt. Zaremba stated this is the combined expenses that we normally break out into a smaller BOC and Council/Finance meetings for a variety of services that we use this company for. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 002-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 3-25**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for snow removal equipment for use at the Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 003-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 003-25, seconded by Mr. Simpson. Patrick stated that the city took over snow removal operations at the airport last winter and this is for a piece of equipment that will greatly assist in that effort. We will use FAA funds for this as they will pay up to 90% of the cost of the snow removal equipment. Emergency clause is because we need to use it for this winter. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 003-25 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J.

Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Ord. 4-25**

**An Ordinance authorizing the Mayor to enter into the Storm Water Operation and Maintenance Agreement (SWOMA) from Discount Drug Mart, for a newly installed storm water detention system.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 004-25, seconded by Mr. Simpson. Mr. Patton stated this is required by the EPA as of a few years ago. It is an agreement that will get recorded and basically compels the owner in this case Drug Mart to certain required maintenance and reporting every year. The roll was called and Ordinance/Resolution No. 004-25 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Res. 5-25**

**A Resolution requesting the County Auditor to make tax advances during the year 2025 pursuant to Ohio Revised Code Section 321.34.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 005-25, seconded by Mr. Simpson. Mr. Dirham stated this is an annual request. The roll was called and Ordinance/Resolution No. 005-25 passed by the yea votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Ord. 6-25**

**An Ordinance authorizing the expenditure of not to exceed \$130,000.00 to the Medina County Treasurer for the Courthouse lease payment.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 006-25, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 006-25 passed by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose

**Ord. 7-25**

**An Ordinance authorizing the expenditure to EPIC Aviation for the purchase of Jet-A fuel at the Medina Municipal Airport.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 007-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 007-25, seconded by Mr. Simpson. Keith stated the emergency is because they need to buy fuel, the ordinance is to pay for jet fuel and this should cover the year. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields. The roll was called and Ordinance/Resolution No. 007-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 8-25**

**An Ordinance authorizing the payment to Software Solutions Inc. (SSI) for annual support services for the City's VIP Professional Accounting System.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 008-25, seconded by Mr. Simpson. Mr. Dirham stated this is divided up by departments based on number of licenses that each one has. The roll was called and Ordinance/Resolution No. 008-25 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.



**Res. 9-25**

**A Resolution expressing the intent to sell municipally owned personal property which is no longer needed for which it was acquired by Internet Auction during the calendar year 2025.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 009-25, seconded by Mr. Simpson. Mayor Hanwell explained this is required that the legislative authority each year permit us to do this for those items we think would be better sold or increase the revenue by going on an internet auction verses the annual auction here. The roll was called and Ordinance/Resolution No. 009-25 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Res. 10-25**

**A Resolution accepting a donation from the Ken Cleveland Foundation to be used for the purchase and installation of a replacement playground structure at Ken Cleveland Park.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 010-25, seconded by Mr. Simpson. Jansen Wehrley explained they approached the Ken Cleveland Foundation to see if they had any interest in funding a playground replacement project at Ken Cleveland Park and they agreed to fund the entire cost of the purchase and installation to the amount of \$111,928. We are very appreciative to the foundation for this project to allow us to replace the playground that is over 30 years old. The roll was called and Ordinance/Resolution No. 010-25 passed by the yea votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Ord. 11-25**

**An Ordinance authorizing the purchase of a replacement playground for Ken Cleveland Park from Snider Recreation, Inc.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 011-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 011-25, seconded by Mr. Simpson. Jansen stated this request is for a purchase order for the playground. Purchase and Installation through Snider Recreation. Purchase is being made through Sourcewell contract and emergency is needed because the purchase order must be received prior to the end of January. The roll was called on adding the emergency clause and was approved by the yea votes of J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose. The roll was called and Ordinance/Resolution No. 011-25 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 12-25**

**An Ordinance amending Ordinance No. 201-24, passed November 12, 2024, pertaining to the expenditure to Rocco Masonry for the Street Department.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 012-25, seconded by Mr. Simpson. Mayor Hanwell stated council approved \$55,000 earlier for the sandstone squares around the historic district. Doing half last year and half this coming year. \$12,000 will be out of the water account for water break areas. The roll was called and Ordinance/Resolution No. 012-25 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson.

**Ord. 13-25**

**An Ordinance authorizing the Mayor to enter into a Guaranteed Maximum Price Agreement No. 1 with the Ruhlin Company for work at the Medina Municipal Courthouse.** Mr. Shields

moved for the adoption of Ordinance/Resolution No. 013-25, seconded by Mr. Simpson. Mr. Patton stated this will be the first of three Guaranteed Maximum Price Agreements with Ruhlin. The first one includes asbestos abatement and selective demolition. This was estimated to cost \$2.1 million. When bids came in the number dropped to \$1.3 million. John Coyne stated the cost of this is divided between the 169 account Court Special Project fund of \$683,078 and the 301 account the Capital account for the city which is the \$683,078. The roll was called and Ordinance/Resolution No. 013-25 passed by the yeas votes of R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, and N. DiSalvo.

**Ord. 14-25**

**An Ordinance authorizing the payment to Paul Davis Restoration for the Private Home Rehabilitation at 30 Circle Drive as part of the PY20 CHIP Grant Program.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 014-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 014-25, seconded by Mr. Simpson. Andrew Dutton stated this is a payment of \$40,115 to Paul Davis Restoration working on a CHIP project at 30 Circle Drive. Emergency clause is because project began in December and working to complete this project. The roll was called on adding the emergency clause and was approved by the yeas votes of J. Hazeltine, P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire. The roll was called and Ordinance/Resolution No. 014-25 passed by the yeas votes of P. Rose, J. Shields, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

**Ord. 15-25**

**An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget)** Mr. Shields moved for the adoption of Ordinance/Resolution No. 015-25, seconded by Mr. Simpson. Mr. Dirham stated this is the first budget amendment of 2025. We are amending it to repay an overcharge for sanitation charges. Mr. Coyne will abstain from voting as his employer is involved. The roll was called and Ordinance/Resolution No. 015-25 passed by the yeas votes of J. Shields, D. Simpson, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose. John Coyne abstained.

**Ord. 16-25**

**An Ordinance authorizing the Finance Director to make certain fund transfers.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 016-25, seconded by Mr. Simpson. Mr. Dirham explained there are two here and both of them are reoccurring items. One is the city's contribution to the Rec Center Capital Fund and the other is the city's contribution to the Railroad Fund. The roll was called and Ordinance/Resolution No. 016-25 passed by the yeas votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and J. Shields.

**Ord. 17-25**

**An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.** Mr. Shields moved for the adoption of Ordinance/Resolution No. 017-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 017-25, seconded by Mr.

Medina City Council  
January 13, 2025

Simpson. The roll was called on adding the emergency clause and was approved by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, and D. Simpson. The roll was called and Ordinance/Resolution No. 017-25 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, J. Shields, D. Simpson, and J. Coyne.

**Council Comments:**

Mr. Simpson spoke highly of the love and respect that was shone to the people this past weekend that suffered such terrible loss.

Ms. Haire look after your neighbors in this cold weather and help out where you can.

Ms. Hazeltine gave a shout out to our Rec Center for good reviews on social media. Jess worked during Promise of Christmas and stated so many people showed up. Jess's last council meeting is January 27<sup>th</sup>.

Mr. Rose stated please don't block any fire hydrants and make sure they are clean and clear of snow and ice. Paul spoke highly of the Promise of Christmas event stating he received many complements.

**Adjournment**

There being no further business, the meeting adjourned at 8:10 p.m.

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Kathy Patton, Clerk of Council

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John Coyne, President of Council

**ORDINANCE NO. 18-25**

**AN ORDINANCE AMENDING SECTION 31.05 AND 31.07 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE CIVIL SERVICE SECRETARY AND REVISED JOB DESCRIPTION.**

**WHEREAS:** Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads in part as follows pertaining to the Civil Service Department:

**CIVIL SERVICE COMMISSION**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Secretary to Civil Service Commission	11 A-F

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

**SEC. 1:** That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to the Civil Service Department:

**CIVIL SERVICE COMMISSION**

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Secretary to Civil Service Commission	<del>11 A-F</del> 13 A-F

**SEC. 2:** That Section 31.07 shall be amended with the addition of the revised Job Description for Civil Service Secretary, 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** That this Ordinance shall be effective the next pay after effective date of the Ordinance.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
**Clerk of Council**

**SIGNED:** \_\_\_\_\_  
**Mayor**

**PROPOSED**

ORD 18-26  
Exh. A

**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: \_\_\_\_\_



**ORDINANCE NO. 19-25**

**AN ORDINANCE AUTHORIZING THE PAYMENT OF \$40,000.00 TO MAIN STREET MEDINA FOR THE CITY'S 2024 MEMBERSHIP RENEWAL.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Director of Finance is hereby authorized and directed to pay Main Street Medina \$40,000.00 for the city's 2025 membership renewal.

**SEC. 2:** 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.

**SEC. 3:** That the funds to cover this expenditure are available in Account No. 001-0707-52215.

**SEC. 4:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**



Ord. 19-25  
Exh. A

39 Public Square, Suite 305  
Medina, OH 44256  
330-722-6186

1/10/2025

INVOICE #011025

**BILL TO**

City of Medina  
132 North Elmwood Ave.  
Medina, OH 44256

<b>PO#</b>	<b>Line #</b>
Partial	Complete
<b>Date:</b>	
<b>Approved:</b>	

**Details**

**AMOUNT**

Membership Renewal (\$10,000 increase requested)	\$40,000.00
--	-------------

TOTAL \$40,000.00

Please make all checks payable to Main Street Medina  
If you have any questions concerning this invoice, please contact  
George Sam, 330-722-6186 or [george@mainstreetmedina.com](mailto:george@mainstreetmedina.com)

Remit payment to Main Street Medina, 39 Public Square,  
Suite 305, Medina OH 44256

**THANK YOU FOR YOUR SUPPORT!**

**ORDINANCE NO. 20-25**

**AN ORDINANCE AMENDING ORDINANCE NO. 140-21, PASSED SEPTEMBER 13, 2021, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO WELLNESS SERVICE AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.**

**WHEREAS:** Ordinance No. 56-15, passed April 27, 2015 authorized the Mayor to enter into a Wellness Services Agreement between the Medina Community Recreation Center and Medina Hospital, A Cleveland Clinic Hospital for a Wellness Partnership; and

**WHEREAS:** Ordinance No. 140-21, passed September 13, 2021, amended Ordinance No. 56-15, passed April 27, 2015.

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

**SEC. 1:** That the Mayor is hereby authorized to enter into an Amendment to Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community through December 31, 2027.

**SEC. 2:** That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is effective as of January 1, 2025, and modifies the terms and conditions of the Wellness Service Agreement between MCRC and CCF having an effective date of July 1, 2015, and Amendment to Wellness Service Agreement having an effective date of July 1, 2021.

**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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**AMENDMENT TO  
WELLNESS SERVICE AGREEMENT**

ORD. 20-25  
EXH. A

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

**ORDINANCE NO. 140-21**

**AN ORDINANCE AMENDING ORDINANCE NO. 56-15, PASSED APRIL 27, 2015, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO WELLNESS SERVICES AGREEMENT BETWEEN THE MEDINA COMMUNITY RECREATION CENTER AND MEDINA HOSPITAL, A CLEVELAND CLINIC HOSPITAL, FOR A WELLNESS PARTNERSHIP.**

**WHEREAS:** Ordinance No. 56-15, passed April 27, 2015 authorized the Mayor to enter into a Wellness Services Agreement between the Medina Community Recreation Center and Medina Hospital, A Cleveland Clinic Hospital for a Wellness Partnership.

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

**SEC. 1:** That the Mayor is hereby authorized to enter into an Amendment to Wellness Services Agreement between the Medina Hospital, a Cleveland Clinic Hospital, and the Medina Community Recreation Center for a wellness partnership for the community.

**SEC. 2:** That a copy of the Wellness Services Agreement is marked Exhibit A, attached hereto and made a part hereof and is effective as of July 1, 2021.

**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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** September 13, 2021

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** September 13, 2021

**SIGNED:** Dennis Hanwell  
Mayor



140-21  
9-13-21

in  
of

DRD. 140-21  
Exh. A

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 July 1, 2021 ("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, 2024 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 January 1, 2022, 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-1 and incorporated herein.
3. The parties agree that the funds to be paid by Hospital to MCRC from the Amendment Effective Date through December 31, 2021 shall remain as stated in the schedule to Exhibit A to the Agreement entitled "Hospital Wellness Agreement Funds July 1, 2018-June 30, 2019".

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

By: Dennis Hanwell

Printed Name: Dennis Hanwell

Title: Mayor

Date: 09-13-2021

MEDINA HOSPITAL

By: Richard K. Sneyd

Printed Name: Richard K. Sneyd

Title: HOSPITAL PRESIDENT

Date: 09-22-2021

ADDENDUM A-1

Hospital Wellness Service Agreement Funds with Medina Community Recreation Center  
(MCRC)  
January 2022 – December 2024

Year	Description	Amount
2022	Funds to be released to MCRC	\$15,000
2023	Funds to be released to MCRC	\$20,000
2024	Funds to be released to MCRC	\$20,000



**ORDINANCE NO. 21-25**

**AN ORDINANCE AMENDING SECTION 371.01 (A) OF THE  
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO  
RELATIVE TO RIGHT OF WAY IN CROSSWALK, AND  
DECLARING AN EMERGENCY.**

**WHEREAS:** That Section 371.01(a) of the codified ordinances of the City of Medina, Ohio presently reads as follows:

**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.

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

**SEC. 1:** That Section 371.01 (a) of the codified ordinances of the City of Medina, Ohio shall be amended to read as follows:

**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.

**SEC. 2:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 3:** That this 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 increase safety immediately; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 22-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE PROSPECT STREET BRIDGE PROJECT, JOB #1062.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the Prospect Street Bridge Project, Medina City Job #1062.
- SEC. 2:** 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.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That the funds to cover the expenditure in the estimated amount of \$306,000 and available in Account Number 108-0610-54414.
- SEC. 5:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

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](http://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 LATP 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 system<sup>1</sup>, **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.

<sup>1</sup> 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. <sup>2</sup>**

- (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. <sup>3</sup>**

- (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. <sup>4</sup>**

- (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

<sup>2</sup> [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.

<sup>3</sup> [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.

<sup>4</sup> [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: Dennis Hanwell	By:
Title: Mayor, City of Medina	Pamela Boratyn Director
Date:	Date:

**ORDINANCE NO. 23-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE S. HUNTINGTON STREET BRIDGE PROJECT, JOB #1150.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the South Huntington Street Bridge Project, Medina City Job #1150.
- SEC. 2:** 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.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That the funds to cover the expenditure in the estimated amount of \$91,553.00 is available in Account Number 108-0610-54414.
- SEC. 5:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

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](http://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 LATP 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 system<sup>1</sup>, **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.

<sup>1</sup> 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. <sup>2</sup>**

- (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. <sup>3</sup>**

- (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. <sup>4</sup>**

- (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

<sup>2</sup> [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.

<sup>3</sup> [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.

<sup>4</sup> [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: Dennis Hanwell	By:
Title: Mayor - City of MEDINA	Pamela Boratyn Director
Date:	Date:

**ORDINANCE NO. 24-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SPONSOR PARTNERSHIP RESPONSIBILITY ACKNOWLEDGEMENT WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (N.O.A.C.A) AND TO ACCEPT FUNDING FOR A FEDERAL AID PROJECT GRANT FOR THE STATE ROAD RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** NOACA has informed the City that they have awarded us an additional \$661,021.00 towards the reconstruction of State Road; and

**WHEREAS:** As part of the acceptance process, NOACA requires that an Authorized Representative of the City sign the attached acknowledgment.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to accept this award and to execute the Sponsor Partnership Responsibility Acknowledgement with the Northeast Ohio Areawide Coordinating Agency (N.O.A.C.A.) for the Federal Aid Project Grant for the State Road Reconstruction Project.

**SEC. 2:** That a copy of the Acknowledgement 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** 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 the acknowledgement must be received by January 31, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

ORD. 24-25  
Exh. A

**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 3<sup>rd</sup> 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  
*Dennis Henwell, Mayor - City of Medina*

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**RESOLUTION NO. 25-25**

**A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FUNDING FOR THE REPLACEMENT OF SIDEWALKS ALONG THE CITY'S STATE ROAD RECONSTRUCTION PROJECT, AND DECLARING AN EMERGENCY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application for grant assistance through (ODOT), the Ohio Department of Transportation for funding for the replacement of sidewalks along the City's State Road Reconstruction Project.
- SEC. 2:** That the Mayor is hereby authorized to sign the attached Conflict of Interest Form, marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That if the Grant is awarded the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the grant application must be submitted by January 31, 2025; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

Res. 25-25  
Exh. A

**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 3<sup>rd</sup> 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: \_\_\_\_\_

**Consultant – Municipal Engineer**

Applicable  Not Applicable

Firm Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Engineer of Record**

Firm Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**3rd Party Consultant**

Applicable  Not Applicable

Firm Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 26-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO TASK ORDER #1 TO THE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES AT THE MEDINA MUNICIPAL AIRPORT RELATIVE TO THE AIRPORT SNOW REMOVAL EQUIPMENT ACQUISITION.**

**WHEREAS:** The City sought proposals from qualified engineers to perform certain engineering services for the Medina Municipal Airport; and

**WHEREAS:** Ordinance No. 86-24, passed April 22, 2024, authorized an agreement with Delta Airport Consultants, Inc. to perform certain engineering services for projects.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into Task Order #1 to the Agreement with Delta Airport Consultants, Inc. relative to the Airport Snow Removal Equipment Acquisition.

**SEC. 2:** That that a copy of Task Order #1 is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** 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.

**SEC. 4:** That the funds to cover this order, in the amount of \$35,000.00 is available as follows: \$33,250.00 in Account No. 147-0659-54413 (grant) and \$1,750.00 in Account No. 547-0659-54413 (city share).

**SEC. 5:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.



**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**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

**ATTACHMENT 1  
SCOPE OF SERVICES**



**DELTA AIRPORT  
CONSULTANTS, INC.**

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

**ORDINANCE NO. 27-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS (RFQ'S)/REQUEST FOR PROPOSALS (RFP'S) FOR CONSULTANT SERVICES FOR THE PY25 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATION INCLUDING ADMINISTRATION AND IMPLEMENTATION, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for consultant services for the 25 City of Medina Community Development Block Grant (CDBG), and to award the RFQ/RFP to the successful bidder.
- SEC. 2:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that two pre-planning meetings are required and the application deadline is May, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
**Clerk of Council**

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 28-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SOLICIT REQUEST FOR QUALIFICATIONS (RFQ'S)/REQUEST FOR PROPOSALS (RFP'S) FOR FAIR HOUSING SERVICES FOR THE PY25 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM APPLICATION INCLUDING ADMINISTRATION AND IMPLEMENTATION, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to solicit Request for Qualifications (RFQ's)/Request for Proposals (RFP's) for fair housing services for the PY25 City of Medina Community Development Block Grant (CDBG), and to award the RFQ/RFP to the successful bidder.
- SEC. 2:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that two pre-planning meetings are required and the application deadline is May, 2025; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_  
**Clerk of Council**

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 29-25**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

**SEC. 1:** 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.

**SEC. 2:** That the Finance Director is authorized to draw warrants for the payment of municipal expenses pursuant to the attached Exhibit "A" which is incorporated herein, in the amount of up to \$10,000.00 from Account #547-0650-53322.

**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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



**SUPERIOR PETROLEUM EQUIPMENT (SPE)**  
 6314 SEEDS RD  
 GROVE CITY, OH 43123  
 (614) 5391200  
 stephsuperior@aol.com

ORD. 29-25  
 Exh. A { Invoice }

Medina Municipal Airport  
 132 N. Elmwood Ave  
 Medina, OH 44256

Medina Municipal Airport  
 2050 Medina Rd.  
 Medina, OH 44256  
 T4.25/249RT-530.83\$

INVOICE #	DATE	TOTAL DUE	DATE PAID	TERMS
26935	01/13/2025	\$3,381.26	02/12/2025	Net 30

SCR  
 2412091315

REP/TECH  
 GB/DJ

CUSTOMER PO#  
 Ty Waldron (440) 554-9243

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
<b>REQUESTED SERVICE:</b>			
The FuelMaster will authorize transactions but the JetA pump will not turn on. The pump works fine in bypass.			
- call FuelMaster tech support for assistance: case number 24-422536			
- check the ribbon cable from the MPC to the relay board. Hose #1 connection is on the right side, hose #2 is on the left (not used)			
- perform a counts test			
- run test transactions, both with credit card, and with a local auth 2-digit code: FBO codes: 01, 02, 03. PHI codes: 07, 08, 09.			
LABOR-	19	110.00	2,090.00
Trip/Travel	4	530.83	2,123.32
Hazardous Mat Disposal/Product Waste	5	10.95	54.75
VR PULSER (100:1) , RB w/Core Return to Vendor	1	183.38	183.38
Shipping/Handling (includes core return)	1	65.64	65.64
Discount-N/C Labor and Trip 12/23/24 per R. Chaffin	1	-1,135.83	-1,135.83

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	3,381.26
TAX	0.00
TOTAL	3,381.26
BALANCE DUE	<b>\$3,381.26</b>

UPDATE A/P BILLING INFO TO:  
 STEPHSUPERIOR@AOL.COM

**ORDINANCE NO. 30-25**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

**SEC. 1:** 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.

**SEC. 2:** That the Finance Director is authorized to draw warrants for the payment of Invoice #28078 from Wintrow Construction for emergency repairs to the city railway and is authorized to increase Purchase Order #2024-1383 by \$3,800 to pay for these repairs.

**SEC. 3:** That the funds to cover this expenditure in the amount of \$3,796.46 are available in Account No. 145-0630-54411.

**SEC. 4:** 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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.



**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

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

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 31-25**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Certain certifications are necessary for the continued operations of Municipal Services; and

**WHEREAS:** This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

**SEC. 1:** 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.

**SEC. 2:** That the Finance Director is hereby authorized to draw warrants for the payment of \$8,713.98 to Centerra Co-Op for May 2024 activity, statement attached, marked Exh. A.

**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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** 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 because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



Centerra Co-op  
 813 Clark Avenue  
 Ashland, OH 44805  
 419-281-2153

**STATEMENT**

Page 24 of 24, 05/31/24  
 Customer: 1046929  
 05/01/24 - 05/31/24

PO # \_\_\_\_\_ Line # \_\_\_\_\_  
 Partial \_\_\_\_\_ Complete \_\_\_\_\_  
 Date: 1-22-25  
 Approved: N. Jan. Kraeger

	<b>Extended</b>	
	<b>Amount</b>	<b>Prepaid</b>
Balance Forward	8,556.36	
May Activity	8,713.98	
Prepaid Usage		0.00
Payments Applied	-8,556.36	
<b>Current Total Due</b>	<b>8,713.98</b>	

**Total Balance 8,713.98**

<b>Total Owed</b>	<b>Future</b>	<b>Current</b>	<b>0-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>91+ Days</b>
8,713.98	0.00	8,713.98	0.00	0.00	0.00	0.00

Access your account 24/7 through the Customer Portal  
 Register at [www.centerracoop.com](http://www.centerracoop.com) click on Customer Portal

PO # \_\_\_\_\_ Line # \_\_\_\_\_  
 Partial \_\_\_\_\_ Complete \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_

Customer: 1046929  
 City Of Medina Police  
 Police Dept/card-trol  
 P O Box 703  
 Medina, OH 44258-0703



Please return this remittance with your payment

**STATEMENT**

05/31/24

Centerra Co-op  
 P O Box 1297  
 Ashland, OH 44805

<b>Credit Account</b>	
Balance Forward	8,556.36
Net Sales Activity	8,713.98
Payment Activity	-8,556.36
<b>Total Due By 6/30</b>	<b>8,713.98</b>
Amount Paid	\$ _____