

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 22, 2024
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (April 9, 2024)

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. 83-24, Ord. 84-24, Res. 85-24, Ord. 86-24, Ord. 87-24, Ord. 88-24, Res. 89-24

Ord. 83-24

An Ordinance authorizing the expenditure of \$26,582.97 to the Medina County ADAMH Board from OneOhio funding to support Hope Recovery Community's Hope on the Move Program.

Ord. 84-24

An Ordinance authorizing the Mayor to rescind Ordinance No. 117-23, passed July 10, 2023, relative to the Memorandum of Understanding with Uptown Thirteen Five, LLC and the Medina City Development Corporation.

Res. 85-24

A Resolution approving the 9-1-1 Medina County Final Plan.

Ord. 86-24

An Ordinance authorizing the Mayor to enter into an agreement with Delta Airport Consultants, Inc. for professional services for the Medina Municipal Airport.

Medina City Council
April 9, 2024

Ord. 87-24

An Ordinance authorizing the purchase one (1) 2024 Freightliner 114 SD Plus Roll-off Truck from Valley Freightliner and Western Star, Inc. for the Sanitation Department.

Ord. 88-24

An Ordinance amending and replacing Section 941.06 of the Codified Ordinances of the City of Medina, Ohio relative to Sanitation Collection Rates.

Res. 89-24

A Resolution commemorating Spring Grove Cemetery's acceptance to the National Underground Railroad Network to Freedom.

Ord. 90-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Tuesday, April 9, 2024

Call to Order:

Medina City Council met in regular session on Tuesday, April 9, 2024 at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John M. Coyne III, who also led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: Mayor Hanwell, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Dan Gladish, Jansen Wehrley, Chief Walters, Kimberly Marshall, and Andrew Dutton.

Minutes:

Mr. Simpson moved that the minutes from the regular meeting on Monday, March 25, 2024 as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and approved by the yeas of R. Haire, J. Hazeltine, P. Rose, D. Simpson, J. Coyne, and N. DiSalvo.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they will meet again in two weeks.

Public Properties Committee: Mr. Shields had no report.

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

Special Legislation Committee: Mr. Rose had no report.

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

Water & Utilities Committee: Ms. Hazeltine was absent.

Emerging Technologies Committee: Ms. DiSalvo had no report.

Requests for Council Action:

- Finance Committee
- 24-082-4/9 – Budget Amendments
- 24-083-4/9 – OneOhio Funding to Medina County ADAMH Board
- 24-084-4/9 – Rescind Ord. 117-23 - City/Uptown Thirteen Five LLC – MOU
- 24-085-4/9 – Resolution to Approve/Disapprove County 9-1-1 Plan
- 24-086-4/9 – Expenditure to Chippewa Roofing – Fire Station #1 Roof
- 24-087-4/9 – Purchase 2024 Freightliner 114SD Plus Roll-Off Truck – Sanitation
- 24-088-4/9 – Consultant Selection – Medina Municipal Airport
- 24-089-4/9 – Amend S&B Code – Probation Department

Reports of Municipal Officers:

Dennis Hanwell, Mayor:

- A. Northeast Ohio Areawide Coordinating Agency NOACA will be mailing out travel surveys to randomly selected participants in a five-county region, including Medina County. Those selected are encouraged to participate.
- B. Weekend activities for the solar eclipse went very well, good crowds on the square, and rec center. Special thanks to Barbara Dzur for planning and arranging the many programs offered with the collaboration from the Medina area Chamber of Commerce, the Medina Co. Visitor’s Bureau and many local businesses for their support and advertising. Major sponsors included Armstrong, Huntington Bank, Medina Co. Convention and Visitor’s Bureau, Root Candles and Sweets and Geeks.
- C. Children’s Center of Medina County Annual Pinwheel Walk on the Square to recognize child abuse cases April 14th from 1 p.m. to 3 p.m. Each pinwheel represents a child abuse case that was opened in the past year.
- D. MSM is hosting Cars and Coffee on the square – April 21st, 8 a.m. – 12:00 p.m.

Mayor Hanwell and John Coyne presented a City of Medina Proclamation for the 55th Anniversary of Professional Municipal Clerks week in recognition of Kathy Patton, Clerk of Council and Teresa Knox, Deputy Clerk.

Keith Dirham, Finance Director, reminded the residents of Medina City that the city does have an income tax and they are required to file with RITA, deadline is April 15th. Keith spoke on OPERS stating the Board is taking steps to ask the legislator to increase the contributing employee or contribution from the current 14% up to 18%. Keith is optimistic that it will be a gradual increase. Keith stated that the pension system is underwater and that is why they are asking for additional money.

Kimberly Marshall, Economic Development Director, had no report.

Greg Huber, Law Department, had no report.

Chief Kinney, Police Department, reported no issues during the eclipse events.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, echoed the Mayor’s comments about the solar eclipse and the assistance that Barbara Dzur provided. Special thanks to Larry Johns who brought the entire space exhibit to the rec center for several days leading up to the eclipse and also presented a number of talks to the public.

Dan Gladish, Building Official, had no report.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, reported that tomorrow their first concrete pour of the second phase of West Smith is scheduled to take place. Still looking at a July completion date.

Cindy Lastuka, Municipal Court, had no report.

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

Notices, communications and petitions:

There were none.

Unfinished Business:

There was none.

Introduction of Visitors:

Stacey Maleckar, Superintendent – Medina County Board of Development Disabilities.

Introduction and consideration of ordinances and resolutions

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose. Ord. 69-24, Res. 70-24, Ord. 71-24, Ord. 72-24, Ord. 73-24, Ord. 74-24, Ord. 75-24, Res. 76-24, Ord. 77-24, Ord. 78-24, Ord. 79-24, Res. 80-24, Ord. 81-24, Ord. 82-24. The roll was called and the motion passed by the yea votes of J. Hazeltine, P. Rose, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 69-24

An Ordinance amending Ordinance No. 178-23, passed November 13, 2023, relative to the payment to Green Home Solutions LLC for the private home rehabilitation at 137 Oakleigh Drive as part of the PY22 CHIP Grant Program. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 069-24, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 069-24, seconded by Mr. Rose. Emergency is so the contractor can complete the project. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine. The roll was called and Ordinance/Resolution No. 069-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose.

Res. 70-24

A Resolution of the City of Medina, in Medina County, State of Ohio, supporting the Ohio Commission for the United States Semiquincentennial (America250-OH). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 070-24, seconded by Mr. Rose. Mayor Hanwell stated this is in preparation for any of the cities that want to be involved in putting together a committee in helping prepare for the celebration of America's 250th anniversary or semiquincentennial which is in 2026. If this resolution is passed, we would then need to put together a committee. The roll was called and Ordinance/Resolution No. 070-24 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and D. Simpson.

Ord. 71-24

An Ordinance authorizing the increase of the expenditure to Signal Service Company for the Street Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 071-24, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to

Ordinance/Resolution No. 071-24, seconded by Mr. Rose. Mr. Piccoli stated they opened this P.O. for \$2,000 and are asking to increase for a total of \$62,000. They use Signal Service regularly for traffic cabinet control systems, lights and light sequences, issues near schools and railroad crossings where they need immediate attention. 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, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 071-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 72-24

An Ordinance authorizing the purchase of one (1) 2024 Ford F-350 Pickup Truck from Montrose Ford for the Forestry Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 072-24, seconded by Mr. Rose. Mr. Wehrley stated this purchase would replace a 2008 Ford F250 pickup truck that was identified for replacement through the 2020 budgeting process, but the purchase was delayed due to lack of availability. The roll was called and Ordinance/Resolution No. 072-24 passed by the yea votes of J. Hazeltine, P. Rose, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 73-24

An Ordinance repealing and replacing Ordinance No. 84-23, passed April 24, 2023, pertaining to the Memorial Park Swimming Pool rates. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 073-24, seconded by Mr. Rose. Jansen stated this ordinance will eliminate camp and group rate discounts for the outdoor pool. It also adds discounts for active military and adds a rate for nannies to be added to family passes. The roll was called and Ordinance/Resolution No. 073-24 passed by the yea votes of P. Rose, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

Ord. 74-24

An Ordinance repealing and replacing Ordinance No. 113-22, passed May 23, 2022, pertaining to the annual membership rates for the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 074-24, seconded by Mr. Rose. Jansen stated there was two parts to this ordinance, the first is an increase for summer 3-month memberships the second part eliminates group discounts, requiring them to rent a room. The roll was called and Ordinance/Resolution No. 074-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose.

Ord. 75-24

An Ordinance repealing and replacing Ordinance No. 9-22, passed January 10, 2022, pertaining to the rental rates for the Medina Community Recreation Center. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 075-24, seconded by Mr. Rose. Mr. Wehrley stated this will eliminate two different price points for rentals, establishing a party package of choice at one price. The roll was called and Ordinance/Resolution No. 075-24 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and D. Simpson.

Res. 76-24

A Resolution establishing an ad hoc committee to be known as the Medina Municipal

Courthouse Construction Manager at Risk Selection Committee. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 076-24, seconded by Mr. Rose. Mr. Patton recommends moving forward with the Courthouse Construction Manager at Risk. The roll was called and Ordinance/Resolution No. 076-24 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, D. Simpson, and J. Coyne.

Ord. 77-24

An Ordinance authorizing the Mayor to enter into a contractual agreement with American Structure Point for engineering design services for the US 42 Resurfacing Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 077-24, seconded by Mr. Rose. Patrick stated they received a grant last year for a little more than \$900,000.00 from NOACA for the resurfacing of Route 42 between just north of Homestead down to Lafayette Rd. The grant is for construction only and the City of Medina would be responsible for 100% of the design cost. The roll was called and Ordinance/Resolution No. 077-24 passed by the yea votes of R. Haire, J. Hazeltine, P. Rose, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 78-24

An Ordinance authorizing the sale of one (1) 2013 Forest River Utility Trailer to the Medina County Emergency Management Agency for the amount of \$5,000.00. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 078-24, seconded by Mr. Rose. Chief Walters stated this trailer was purchased about 12-years ago by the Fire Department. The trailer was not being utilized nearly enough with only responding to two calls. They want to sell it to the county. The roll was called and Ordinance/Resolution No. 078-24 passed by the yea votes of J. Hazeltine, P. Rose, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 79-24

An Ordinance authorizing the Law Director prepare the necessary documentation for the transfer of City owned permanent parcel nos. 028-19A-21-265, 028-19A-21-266, and 028-19A-21-267, part of City lots #20, #22 and #23, to the Medina City Development Corporation (CIC). Mr. Simpson moved for the adoption of Ordinance/Resolution No. 079-24, seconded by Mr. Rose. Mayor Hanwell stated these 3 parcels are the parking lot across from today's Napa Auto parts on South Elmwood. Requesting to transfer these lots to the CIC. The roll was called and Ordinance/Resolution No. 079-24 passed by the yea votes of P. Rose, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and J. Hazeltine.

Res. 80-24

A Resolution amending Resolution No. 124-18, passed September 10, 2018, relative to SBR71, and authorizing submittal of a Bicycle Route Realignment Request to the Ohio Department of Transportation. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 080-24, seconded by Mr. Rose. Jansen stated State Bike Route 71 was developed in 2018 with ODOT and at that time it was routed through the City of Medina utilizing North Jefferson street and this was prior to the multi-purpose trail on North Court being constructed. He would like to submit a realignment request before the signs go up to be able to use the multi-purpose trail. The roll was called and Ordinance/Resolution No. 080-24 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, and P. Rose.

Ord. 81-24

An Ordinance amending Ordinance No. 190-23, passed November 28, 2023. (Amendments to 2024 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 081-24, seconded by Mr. Rose. Mr. Dirham stated these are two amendments in the probation dept. The roll was called and Ordinance/Resolution No. 081-24 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, and D. Simpson.

Ord. 82-24

An Ordinance amending Section 31.05 and Section 31.02(B)(5) and (B)(6) of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Medina Municipal Court Probation Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 082-24, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 082-24, seconded by Mr. Rose. Ms. Lastuka stated this to help clean up the probation department making sure full-time staff has spots in the Salary and Benefits Code as well as the grants. The emergency clause is requested due to hiring a new probation officer who started on March 25th. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, J. Hazeltine, P. Rose, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 082-24 passed by the yea votes of N. DiSalvo, R. Haire, J. Hazeltine, P. Rose, D. Simpson, and J. Coyne.

Council comments

Ms. Haire shouted out to Nino and his Service Department. There have been several mishaps with deer recently, and they always promptly respond.

Mr. Simpson echoed the Mayor’s comments on the solar eclipse events.

Mr. Rose also echoed the solar eclipse events.

Ms. DiSalvo wished her mother a Happy 86th Birthday!

Adjournment

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

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

ORDINANCE NO. 83-24

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$26,582.97 TO THE MEDINA COUNTY ADAMH BOARD FROM ONEOHIO FUNDING TO SUPPORT HOPE RECOVERY COMMUNITY'S HOPE ON THE MOVE PROGRAM.

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

- SEC. 1:** That the expenditure of \$26,582.97 to the Medina County ADAMH Board from OneOhio Funding to support Hope Recovery Community's HOPE on the Move Program.
- 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 payment are available in Account No. 153-0771-52215.
- 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 Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 84-24

AN ORDINANCE AUTHORIZING THE MAYOR TO RESCIND ORDINANCE NO. 117-23, PASSED JULY 10, 2023, RELATIVE TO THE MEMORANDUM OF UNDERSTANDING WITH UPTOWN THIRTEEN FIVE, LLC AND THE MEDINA CITY DEVELOPMENT CORPORATION.

WHEREAS: Ordinance No. 117-23, passed July 10, 2023, authorized the Mayor to enter into a Memorandum of Understanding with Uptown Thirteen Five, LLC and the Medina City Development Corporation for certain infrastructure improvements to be made by the City and the developer; and

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

SEC. 1: That the Mayor be and he is hereby authorized to rescind the authorization granted by Ordinance No. 117-23, passed July 10, 2023, and thereby rescind the Memorandum of Understanding marked Exhibit A, attached hereto, and made a part hereof.

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 in full force and effect at the earliest period allowed b law.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

MEMORANDUM OF UNDERSTANDING

ORD. 117-23
Exh. A

This Memorandum of Understanding (hereinafter "MOU") is entered into as of the 16th day of July, 2023, at Medina, Ohio, by and among the **City of Medina**, an Ohio Municipal Corporation with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "City"), **Medina City Development Corporation**, an Ohio Non-Profit Corporation, with an address of 132 North Elmwood Avenue, Medina, Ohio 44256 (hereinafter "MCDC"), and **Uptown Thirteen Five, LLC**, an Ohio Limited Liability Company, with an address of 4015 Medina Road, Suite 200, Medina OH 44256 (hereinafter "Company").

RECITALS

Whereas, MCDC is the owner of certain real property located on West Liberty Street in the City of Medina Ohio, more particularly described on Exhibit A (hereinafter "Property"), attached hereto and made a part hereof; and,

Whereas, MCDC wishes to redevelop the Property into a community-driven, mixed-use development for the benefit the City; and,

Whereas, MCDC is in negotiations with Company whereby Company will construct, use, and occupy the Property as a first-class mixed use commercial and residential development (the "Project") pursuant to a fifty (50) year ground lease with MCDC (hereinafter "Lease") and,

Whereas, MCDC and Company wish to obtain certain assurances and commitments from the City which are conditions precedent to consummation of the Lease, but such assurances and commitments do not become effective until the Lease is in effect; and,

Whereas, the parties hereto wish to set forth those assurances and commitments in this MOU.

NOW, THEREFORE, for the consideration flowing among the parties and in consideration of the mutual promises set forth below that are conditioned upon the Lease being consummated, the City, MCDC and Company make the following assurances and commitments:

1. Parking: The City represents that, as of the date of this Agreement, there are more than four hundred (400) public parking spaces within a one block radius of the Property including the Medina City parking facility to the north of the Property (hereinafter "Parking Deck") and in Medina City surface parking lots. The City commits that, to the extent the Parking Deck and the Medina City surface parking lots continue to exist during the term of the Lease, these public parking spaces will remain available to commercial and residential sub-tenants of Company during the term of the Lease, on a first-come, first-served basis. Furthermore, during the term of the Lease, residential sub-tenants of Company shall be eligible to purchase parking permits pursuant to Medina Codified Ordinance 351.15 which will allow them to park in any City "municipal off-street parking facility" without risk of violating the restricted time-limits.

2. Public Infrastructure and Improvements: Subject to appropriation of funds by the City's Council and within ten percent (10%) of the amount of the project cost estimates in Exhibit B, attached hereto and made a part hereof, the City agrees to:

a. Pay the cost of a four (4)-foot wide new sidewalk and a curb along the public drive between the Property and the parcel located immediately to the east, which public drive will connect West Liberty Street to the Parking Deck. The curb will be structurally tied to the sidewalk. The sidewalk of four (4)-inch thick concrete will be poured as part of a wider sidewalk that will service both the Liberty View Project and the Parking Deck. The sidewalk will be provided as part of the construction of the Project by Company. All costs in excess of the four (4)-foot wide portion of the sidewalk and curb will be borne by Company. Company shall provide a copy of an

invoice from its contractor for the cost of the sidewalk for the purpose of reimbursement to Company for the City's cost of the four (4)-foot wide sidewalk

b. Provide the public driveway from Liberty Street to the Parking Deck at its cost;

c. Pay the cost of:

(1) A curb to be poured integral with the new sidewalk located to the south of the Leased Property along West Liberty Street as part of the construction of the Liberty View Project by Company. Company shall provide a copy of an invoice from its contractor for the cost of the curb for the purpose of reimbursement to Company for the City's cost of the curb.

(2) The sidewalk (with curb) will be provided as part of the construction of the Liberty View Project by Company. All costs for the sidewalk will be borne by Company.

d. Install, at its cost, a water main and hydrant from Liberty Street to the Parking Deck into which Company will be permitted to connect at the north end of the Leased Property, but Company shall pay the standard City charges for the tap-in, meter and permit therefor.

e. Install and maintain, at its cost, a community dumpster, pad, and enclosure located adjacent to the Parking Deck to serve Company's commercial and residential sub-tenants of the Project and to serve the commercial businesses that may be located on Permanent Parcel Nos. 028-19A-21-080, 028-19A-21-081, and 028-19A-21-082; the City will provide for the disposal of waste from the dumpster and the costs thereof will be divided equally among the various users of the dumpster and billed accordingly by the City; and the City agrees to jointly develop the specifications therefor with Architectural Design Studios of Medina, Ohio;

f. Pay the cost to relocate the primary power lines currently located along Liberty Street to the alleyway west of the Public Square and north of East Washington Street and to obtain any necessary easements therefor at its cost; and

g. Provide Company with a temporary staging area for the Project on the south side of Liberty Street across from the Property (the exact size and location of which shall be reasonable as determined by the City) for construction vehicles, equipment and material to facilitate Company's construction of the Project; Company shall be responsible for: (i) any damages to the staging area as a result of Company's and its contractors' use of the staging area and the cost of repair thereof; (ii) security of the staging area; and (iii) shall indemnify and hold harmless the City from any and all claims for damages to persons or property as a result of Company's use of the staging area.

The parties agree to coordinate among their respective engineers and architects regarding the timing for completion of the items set forth in this Paragraph 2 that will be most appropriate and cost effective.

3. The terms of this MOU may not be modified except in writing signed by all of the parties hereto.

4. This MOU shall be binding on and shall inure to the benefit of the parties, their successors, and assigns.

5. The provisions of this MOU are severable, and in the event that any provision is declared invalid, this MOU shall be interpreted as if such invalid provision were not contained herein.

6. The rights and obligations of the parties hereunder and the interpretation of this MOU shall be governed by the laws of the State of Ohio. All disputes arising under this MOU

shall be resolved in the courts of Medina County, Ohio. The parties hereby consent to submit themselves to the jurisdiction of such courts.


7. The parties agree to bear their own respective legal costs.

8. This MOU may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original.

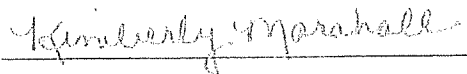
(The balance of this page is intentionally left blank; signature page to follow.)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Medina, Ohio, the day and year first above written.

City of Medina
An Ohio Municipal Corporation

By: 
Dennis Hanwell, its Mayor July 11, 2023


Medina City Development Corporation
An Ohio Non-Profit Corporation

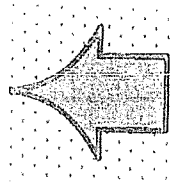
By: 

Name: Kimberly Marshall

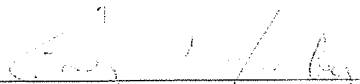
Title: President

Uptown Thirteen Five, LLC
An Ohio Limited Liability Company

By: 
Michael R. Rose, Member



Approved as to legal form and correctness:


Gregory A. Huber, Director of Law
City of Medina

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named City of Medina, an Ohio municipal corporation, by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said City and his voluntary act individually and as such officer. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2023, at Medina, Ohio.

Sherry A. Crow
NOTARY PUBLIC

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named Medina City Development Corporation, an Ohio Non-Profit Corporation, by Kimberly Marshall, its President, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said Non-Profit Corporation and ~~his~~ her voluntary act individually and as such President. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14th day of August, 2023, at Medina, Ohio.

Sherry Crow
NOTARY PUBLIC

SHERRY A. CROW
Notary Public
State of Ohio, Medina County
My Commission Expires 5-27-24

STATE OF OHIO)
) ss:
MEDINA COUNTY)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared the above-named Uptown Thirteen Five, LLC, an Ohio Limited Liability Company, by and through Michael R. Rose, its Member, who executed the foregoing instrument in my presence and acknowledged the same as the voluntary act of said Company and his voluntary act individually and as such Member. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th
day of August, 2023, at Medina, Ohio.

Lisa Haid
NOTARY PUBLIC

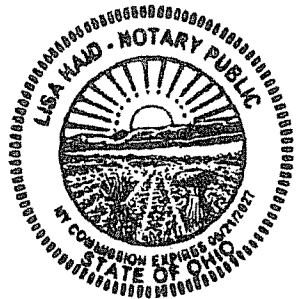


EXHIBIT A



Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for MCL 9399
Project No. 15-133
October 20, 2022

Situated in the City of Medina, County of Medina, State of Ohio and being known the whole of Medina City Lot 9399, as shown by plat as recorded in Document Number 2022Pl.0000L2 of Medina County Recorder's Records, containing 0.4450 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in September 2022.

NEW PARCEL NO. 020-19A-21-395
SURVEY REF. N A
APPROVED BY [Signature]
MEDINA CO. MAP OFFICE

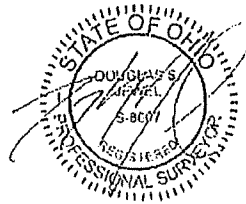


EXHIBIT B

MOU Item	Item	Who Builds?	Who Pays?	Budget Estimate	City Share of Cost	Company Cost
A	Sidewalk along the east side of the building, running from W. Liberty Street to the Parking Deck	Company	City and Company Share Costs	\$14,400	\$4,100	\$10,300
	-1,710 SF of 4-inch concrete sidewalk					
	City pays for 4-foot wide sidewalk; Company pays for any additional width of sidewalk					
B	Public driveway from W. Liberty St. to Parking Deck with curb. Curb to be structurally tied to adjacent sidewalk to the east.	City	City	\$50,100	\$50,100	\$0
	-467 SY of 8-inch concrete pavement with base & integral curbs, both sides					
	-290 LF of 4-inch curb drain					
c.1	Curb along the W. Liberty frontage of the property	Company	City	\$3,500	\$3,500	\$0
	-155 LF of curb					
c.2	Sidewalk along the W. Liberty frontage of the property	Company	Company	\$17,600	\$0	\$17,600
	-2,100 SF of 4-inch concrete sidewalk					
d	Water line from W. Liberty to north end of property, includes fire hydrant	City	City	\$37,400	\$37,400	\$0
	-8-inch gate valve					
	-172 LF of 8 inch dia. PVC water line					
	-1 fire hydrant					
	Company to pay for meter, tap and permit					
e	Common Dumpster Enclosure, with concrete pad and bollards	City	City	\$42,700	\$42,700	\$0
	-67 SY of 8 inch concrete pavement					
	-74 LF of 18 inch by 36 inch trench footing					
	-7 EA bollards with concrete footings*					
	-2 EA 11 ft wide by 6 ft high galvanized frame gates*					
	-1 EA Man door/gate					
	-533 SF of 8 inch split face masonry block*					
	-Wood slats on the doors					
* Estimate for these items prepared by Campbell on 8/23/22						
f	City to contract with Ohio Edison to relocate primary power lines	Ohio Edison	City	\$83,186	\$83,186	\$0
	-Estimate prepared by Ohio Edison					
			TOTAL	\$248,886	\$220,986	\$27,900

RESOLUTION NO. 85-24

A RESOLUTION APPROVING THE 9-1-1 MEDINA COUNTY FINAL PLAN.

WHEREAS: The Medina County 9-1-1 Program Review Committee has provided a copy of the 9-1-1 Medina County Final Plan pursuant to O.R.C. Section 128.07; and

WHEREAS: This legislative authority is required by O.R.C. Section 128.07 to review the plan and approve (or disapprove) within a sixty-day period after receiving a copy of the 9-1-1 Medina County Final Plan.

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

SEC. 1: That the 9-1-1 Medina County Final Plan is hereby approved in the form submitted to this legislative authority, and presently on file with the Clerk of this legislative authority.

SEC. 2: That the Clerk of the legislative authority is hereby authorized and directed to mail or otherwise deliver promptly a certified copy of this resolution to bgallatin@ohmedinaco.org .

SEC. 3: 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. 4: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____ **SIGNED:** _____
President of Council Pro-Tem

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Acting Mayor

ORDINANCE NO. 86-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR PROFESSIONAL SERVICES FOR THE MEDINA MUNICIPAL AIRPORT.

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

WHEREAS: It has been determined that Delta Airport Consultants, Inc. is the most qualified based on the criteria stated in the Request for Proposal.

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 an agreement with Delta Airport Consultants, Inc. to perform certain engineering services for projects during the calendar years 2024-2029 at the Medina Municipal Airport.

SEC. 2: That that a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein; and is subject to the Law Director’s final approval.

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 Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor



**DELTA AIRPORT
CONSULTANTS, INC.**

ORD 86-24

April 16, 2024

Mr. Greg Huber
City of Medina
P.O. Box 703
Medina, Ohio 44258-0703

Subject: Agreement for Professional Services
Medina Municipal Airport
City of Medina

Dear Mr. Huber:

Delta Airport Consultants, Inc. is pleased to have been selected by the City of Medina to provide engineering services and planning services for projects at Medina Municipal Airport for the next five (5) years. We look forward to working with you and assisting with the development of your airport.

Please find enclosed an electronically signed original of the proposed Agreement for Professional Services. This agreement serves as the contract for future task orders, each to be generated on a project-by-project basis.

If the agreement is acceptable to the Owner, upon approval, please print, sign and forward one (1) copy of the executed agreement to this office for our files.

We appreciate this opportunity to be of service to the City of Medina. If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Steven A. Potoczak
Project Manager

Enclosures: Agreement for Professional Services (electronic)
cc: Patrick Patton, City of Medina

THIS AGREEMENT, dated the 22nd of April in the year 2024, between the City of Medina, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the CONSULTANT, for Projects at the Medina Municipal Airport. The term of this agreement shall be for a period of five (5) years.

WHEREAS the OWNER sought proposals from qualified Consultants to perform certain consulting services and has determined that DELTA AIRPORT CONSULTANTS, INC. (the "CONSULTANT") is the most qualified based on the criteria stated in the Request for Proposals.

Once the specific scope of services of a Project is agreed upon between the OWNER and the CONSULTANT, the CONSULTANT shall provide the services described in an individual TASK ORDER.

The precise scope of the CONSULTANT's services, schedule, and cost shall be as stated in each TASK ORDER as authorized from time to time by the OWNER upon approval of such scope of services and the cost for such services.

As used herein, the term "Project" shall refer only to such items of work listed in this Agreement or approved TASK ORDERS at the Medina Municipal Airport.

The OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below.

ARTICLE 1: BASIC SERVICES

The CONSULTANT agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONSULTANT shall review information provided by the OWNER and the OWNER's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the OWNER's approval of the plan identified during the Schematic Design phase, CONSULTANT shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONSULTANT is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars and FAA Orders, as well as State and Local requirements. The CONSULTANT's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the OWNER's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONSULTANT shall assist the OWNER in soliciting and selecting bids for the construction of the Project. The CONSULTANT's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONSULTANT shall assist the OWNER to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the OWNER on project progress and problems, conduct the final project inspection, and provide the associated certification.

- 1.5.1 Construction Administration – If included in the TASK ORDER, the CONSULTANT shall provide general consultation and advice to the OWNER during the construction phase of the project. The CONSULTANT shall facilitate general coordination between the OWNER, the State, and the FAA during the construction phase of the project. The CONSULTANT will assist the OWNER with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the OWNER on the Contractor's performance. The CONSULTANT shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONSULTANT is to communicate and coordinate with the OWNER on a regular basis throughout the construction phase of the project.

- 1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONSULTANT shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences, or procedures. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT shall distribute copies of the submittals and the updated submittal register to the OWNER.

- 1.5.3 Site Visits – If included in the TASK ORDER, the CONSULTANT shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONSULTANT will coordinate the site visits with the OWNER. The CONSULTANT’s representatives are to meet with the representatives of the OWNER to discuss the project’s progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONSULTANT will prepare and distribute notes from the visit.
- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONSULTANT shall review the CONTRACTOR’s request for progressive payment, and based upon said on-site observation, advise the OWNER as to the CONSULTANT’s opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor’s payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONSULTANT to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor’s work had progressed to the point indicated; that to the best of the CONSULTANT’s knowledge, information, and belief, the quality of the Contractor’s work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONSULTANT shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONSULTANT shall not be responsible for the defects or omissions in the work as a result of the Contractor’s, or any Subcontractor’s, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONSULTANT shall not be responsible for the Contractors’ failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the OWNER, the CONSULTANT agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Resident Project Representative services during the Construction Phase with duties and responsibilities as described in Attachment "A".
- k. Planning Services

- l. Environmental Services
- m. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the CONSULTANT.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONSULTANT to preclude or prepare for possible litigation, which claim(s) are beyond the CONSULTANT's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: OWNER'S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide to the CONSULTANT all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project. The CONSULTANT shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER.
- 3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the CONSULTANT, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONSULTANT's services.
- 3.3 Furnish to the CONSULTANT all existing drainage, survey, layout data, and prior reports available for the Project.
- 3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.

- 3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 3.7 Surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the OWNER unless designated to be provided by the CONSULTANT in individual TASK ORDERS.
- 3.8 Furnish the services described in Sections 3.1 through 3.7 at the OWNER's expense and in such manner that the CONSULTANT may rely upon them in the performance of its services under this Agreement.
- 3.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 3.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 3.11 Arrange full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement.
- 3.12 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.13 Compensate the CONSULTANT for services rendered under this Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.1 OWNERSHIP OF DOCUMENTS

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the CONSULTANT as instruments of service. CONSULTANT shall be deemed the authors of its Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of CONSULTANT's reserved rights. Upon execution of this Agreement, CONSULTANT grants to OWNER non-exclusive license to use OWNER's Instruments of Services solely for purposes of constructing, using, maintaining, altering and adding to the Project, provided the OWNER substantially performs its obligation including prompt payment of all sums when due, under this Agreement. Provided the OWNER is not in default under this Agreement, the OWNER is to be provided with one digital CD-ROM set (.tif or .jpg or PDF) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings is to be provided by the CONSULTANT. Copies of sketches, notes, computations, and other data are to be furnished upon request. The CONSULTANT is to be released and held harmless of any subsequent liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

4.2 DELEGATION OF DUTIES

Neither the OWNER nor the CONSULTANT shall delegate its duties under this Agreement without the written consent of the other.

4.3 TERMINATION

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for the OWNER's convenience. This Agreement may also be terminated if mutually agreed upon by the OWNER and CONSULTANT. If this Agreement is terminated, the CONSULTANT shall be paid for services performed through the termination notice date.

4.4 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONSULTANT.

4.5 GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the location of the Project.

4.6 GENERAL

- 4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- 4.6.3 The CONSULTANT has not been retained or compensated to provide design or construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; Services excluded from this Agreement include but are not limited to design or review of any shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4.6.4 The CONSULTANT shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances.

- 4.6.5 Any Opinion of the Construction Cost prepared by the CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies only. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER and shall not be held responsible in the event the CONTRACTOR's bid or the Actual Construction Cost exceed CONSULTANT's Opinion thereof.
- 4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.
- 4.6.7 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the OWNER and CONSULTANT agree to resolve such disputes in the following manner. First, the parties agree to attempt to resolve the dispute through direct negotiations between the appropriate representatives of each party. Second, if such direct negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties; if the parties cannot agree upon rules and procedures, then the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Third, if the dispute or any issues remain unresolved after the above steps, the parties may institute litigation in a court of competent jurisdiction. The parties expressly agree that any dispute arising out of or related to this Agreement or the services to be rendered hereunder shall be subject to direct negotiations and mediation as described herein as a condition precedent to the litigation proceedings by either party.
- 4.6.8 OWNER and CONSULTANT shall commence all claims and causes of action, whether in contract, tort, indemnity or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement with the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Project. OWNER and CONSULTANT waive all claims and causes of action not commenced in accordance with this provision.
- 4.6.9 To the fullest extent permitted by law, OWNER agrees to limit the liability of CONSULTANT for any and all claims, losses, costs, or damages of any nature whatsoever so that the total aggregate liability of CONSULTANT shall not exceed \$50,000 or CONSULTANT's total fee for the Services performed pursuant to this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 5: SPECIAL PROVISIONS

5.1 INSURANCE AND INDEMNITY

5.1.1 CONSULTANT's Insurance - The CONSULTANT shall acquire and maintain statutory worker's compensation insurance coverage, commercial general liability insurance coverage, and professional liability insurance coverage.

CONSULTANT's current limits are:

General Liability	\$1,000,000 per occurrence
	\$2,000,000 per year

Professional Liability \$1,000,000 per claim
 \$1,000,000 per year

5.1.2 CONTRACTOR's Insurance - Prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the CONSULTANT; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and CONSULTANT as additional insured is not an eligible cost under the AIP.

5.1.3 Builders Risk "All Risk" Insurance - Before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the CONSULTANT; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.

5.1.4 Indemnity - The OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the CONSULTANT, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or the CONTRACTOR's SUBCONTRACTOR's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the CONSULTANT, their consultants, or their officers, agents, and employees.

5.2 The CONSULTANT will proceed to furnish consulting services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.

5.3 The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and is to maintain an Affirmative Action Program, as required by regulations.

5.4 The CONSULTANT agrees that the OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.

- 5.5 If any of the services outlined in this Agreement are furnished by the CONSULTANT by obtaining such services outside the CONSULTANT's organization, when requested by the OWNER the CONSULTANT shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the CONSULTANT outlining the services to be performed and the charges for the same.
- 5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the CONSULTANT in preparing same, then the CONSULTANT shall be entitled to compensation for rendering the services necessary to complete the changes.

ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY CONSULTANT

The CONSULTANT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 6.1 It is understood that the CONSULTANT is to proceed on the project after a Notice-to-Proceed from the OWNER. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 6.2 Construction progress is to be monitored by the CONSULTANT in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 6.3 The CONSULTANT is to endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 7: CONSULTING CHARGES

For the CONSULTANT's Services described in this Agreement, the OWNER shall compensate the CONSULTANT as follows:

- 7.1 Compensation for the Services shall be negotiated between the OWNER and CONSULTANT prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 7.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONSULTANT's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).
- 7.3 If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 7.4 No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.

7.5 If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

The following attachments are made a part of this Agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions

The parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

City of Medina _____

132 N. Elmwood _____

Medina, Ohio 44256 _____

CONSULTANT:

Delta Airport Consultants, Inc. _____

20545 Center Ridge Road #450 _____

Cleveland, Ohio 44116-3423 _____

Digitally signed by Douglas E Sander
Date: 2024.04.15 11:17:43 -04'00'

 Authorized Signature

Name: _____

Title: _____

Date: _____

 Authorized Signature

Name: Douglas E. Sander, P.E., C.M.

Title: Vice President

Date: _____

LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.

1. The Resident Project Representative shall act under the direct supervision of the CONSULTANT, shall be the CONSULTANT's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the CONSULTANT and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the CONSULTANT, unless otherwise coordinated with CONSULTANT.
2. The Resident Project Representative is to periodically review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the CONSULTANT as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the CONSULTANT concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - (c) Liaison:
 - (1) Serve as CONSULTANT's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the CONSULTANT in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
 - (2) As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
 - (d) Shop Drawings and Samples:
 - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the CONSULTANT.
 - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for CONSULTANT's approval and notify CONSULTANT of their availability for examination.

- (3) Advise CONSULTANT immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
- (1) Conduct on-site observations of the Work in progress to assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work is to generally conform to the intent of the Contract Documents.
 - (2) Report to CONSULTANT whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise CONSULTANT when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.
 - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the CONSULTANT for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, CONSULTANT's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- (h) Records:
- (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep daily reports recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to CONSULTANT.
 - (3) Record names, addresses, and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
 - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
- (1) Furnish CONSULTANT periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

- (2) Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the Work.

(j) Completion:

- (1) Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONSULTANT a list of observed items requiring correction.
- (2) Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
- (3) Verify that items on final list have been corrected and make recommendations to CONSULTANT concerning acceptance.
- (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of CONSULTANT, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.
- (h) Is not authorized to sign change orders on behalf of the CONSULTANT, to approve or disapprove shop drawings or materials submittals on behalf of the CONSULTANT, or to issue a Recommendation for Payment on behalf of the CONSULTANT.

TERMINOLOGY

- 1) The term "Sponsor" is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.
- 2) The term "Owner" of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
- 3) For purposes of determining requirements for contract provisions, the term "contract" includes professional services, and subcontracts and supplier contracts such as purchase orders.
- 4) The term "Contractor" is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier). As used herein, the terms (a) "Contractor" and "Consultant" and (b) "Subcontractor" and "Subconsultant" are synonymous.
- 5) The term "bid" is understood to mean a bid, an offer, or a proposal.
- 6) The term "applicant" is understood to mean the following in different contexts:
 - a. For the Equal Employment Opportunity (EEO) clause, the term "applicant" means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).
 - b. For all other clauses, the term "applicant" means a bidder, offeror, or proposer for a contract.

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4; Executive Order 11246

The following provision applies to professional service agreements that include tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceed \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16.1%
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Medina, Medina County, Ohio.

A3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II (A)

The following provision applies to contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II(A). This threshold is occasionally adjusted for inflation and is \$250,000.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN – Not applicable

49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A5 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

FOR GENERAL CONTRACT AGREEMENTS

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS - TITLE VI ASSURANCES

49 USC § 47123; FAA Order 1400.11

TITLE VI SOLICITATION NOTICE

The City of Medina, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities

with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200 Appendix II (G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

The following provision applies to all contracts and lower-tier contracts that exceed \$150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT

2 CFR § 200, Appendix II (E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

The following provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND ANTI-KICKBACK ACT – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

A10 DAVIS-BACON REQUIREMENTS – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

The following provision applies to contracts for covered transactions, which are defined in 2 CFR Part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISES

49 CFR Part 26

Contract Assurance (49 CFR § 26.13). The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29). The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within

thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

Executive Order 13513; DOT Order 3902.10

The following provision is required for AIP funded contracts that exceed the micro purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS –Not applicable

49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

The following provision applies to contracts or subcontracts when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance with the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC §1352 - Byrd Anti-Lobbying Amendment; 2 CFR Part 200 Appendix II(I); 49 CFR Part 20, Appendix A

The following provision applies to contracts of \$100,000 or more.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS – Not applicable

2 CFR Part 200, Appendix II(F); 37 CFR Part 401

A23 SEISMIC SAFETY

49 CFR Part 41

The following provision applies to professional services contracts involved in the construction of new buildings or structural addition to existing buildings.

PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN: SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred

by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

49 USC §50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322; 2 CFR Part 200, APPENDIX II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ORDINANCE NO. 87-24

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2024 FREIGHTLINER 114 SD PLUS ROLL-OFF TRUCK
FROM VALLEY FREIGHTLINER AND WESTERN STAR,
INC. FOR THE SANITATION DEPARTMENT.**

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts.

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

SEC. 1: That the Sanitation Department is hereby authorized to purchase one (1) 2024 Freightliner 114SD Plus cab and chassis complete with an Ampliroll 50K Hooklift System from Valley Freightliner and Western Star, Inc., Ohio Department of Transportation State Cooperative Purchasing Contract Number 023-24.

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 purchase, in the amount of \$269,000.00, are available in Account No. 105-0543-54417.

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 Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Acting Mayor

ORDINANCE NO. 88-24

AN ORDINANCE AMENDING AND REPLACING SECTION 941.06 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO SANITATION COLLECTION RATES.

WHEREAS: That Chapter 941.06 of the codified ordinances of the City of Medina, Ohio relative to Collection Rates currently reads as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS: The proposed amendments to Chapter 941.06 were reviewed and approved by the Finance Committee on April 9, 2024.

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

SEC. 1: That Chapter 941.06 of the codified ordinances of the City of Medina, Ohio pertaining to Sanitation Collection Rates, is hereby amended and replaced in its entirety with the document marked Exhibit B, attached hereto and incorporated herein.

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 in full force and effect at the earliest period allowed by law.

PASSED: _____ **SIGNED:** _____
President of Council Pro-Tem

ATTEST: _____ **APPROVED:** _____
Clerk of Council

SIGNED: _____
Acting Mayor

Effective date –

941.06 COLLECTION RATES.

(a) Nonresidential and Residential with Containers. The City shall charge each school, church, industry, commercial establishment, place of business or other nonresidential building, or multifamily dwelling of four units or more that has assigned approved container collection of one cubic yard or larger on the basis and at the rate as follows:

(1) Container charges (monthly).

(A) Effective until January 1, 2025 the amount billed per container per month shall be at the rate of \$5.50 per cubic yard, per week:

Number of Pick-ups per Week (\$5.50 per cubic yard)

Volume	1	2	3	4	5	6
1 cubic yard	\$22.00	\$44.00	\$66.00	\$88.00	\$110.00	\$132.00
2 cubic yards	44.00	88.00	132.00	176.00	220.00	264.00
3 cubic yards	66.00	132.00	198.00	264.00	330.00	396.00
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
6 cubic yards	132.00	264.00	396.00	528.00	660.00	792.00
7 cubic yards	154.00	308.00	462.00	616.00	770.00	924.00
8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00

(B) Effective for bills due after January 1, 2025 the amount billed per container, per month shall be at the rate of \$5.50 per cubic yard, per week for all containers four (4) cubic yards and more and the amount billed per container, per month shall be at the rate of \$7.00 per cubic yard for containers smaller than four (4) cubic yards:

Volume	1	2	3	4	5	6
1 cubic yard	\$28.00	\$56.00	\$84.00	\$112.00	\$140.00	\$168.00
2 cubic yards	56.00	112.00	168.00	224.00	280.00	330.00
3 cubic yards	84.00	168.00	252.00	336.00	420.00	504.00
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
6 cubic yards	132.00	264.00	396.00	528.00	660.00	792.00
7 cubic yards	154.00	308.00	462.00	616.00	770.00	924.00
8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00

Containers of a size not specified shall be charged at a rate prorated in the manner prescribed above.

- (2) Additional hourly charges shall be assessed to customers for failure to provide City workers reasonable access to rubbish or garbage to be collected or in any other way impeding the process of efficient collection. Time shall be assessed at a rate of ~~one hundred dollars (\$100.00) per hour~~ **four (4) times the current hourly MEO pay rate, rounded to the nearest dollar.**
- (3) **All container deliveries and container charges are subject to a fee of the current hourly MEO pay rate, rounded to the nearest dollar.**
- (4) **Cardboard Collection shall be charged at one half (1/2) of the trash/rubbish rate.**

(b) Residential and Nonresidential Without Container Collection.

(1) **Effective until July 1, 2024:**

- (1) A minimum monthly pick-up charge of sixteen dollars (\$16.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

(2) **Effective for bills due after July 1, 2024 and before July 1, 2025:**

A minimum monthly pick-up charge of eighteen dollars (\$18.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

(3) **Effective for bills due after July 1, 2025:**

A minimum monthly pick-up charge of twenty dollars (\$20.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or

more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

(4) Any residential special pick-up defined as a collection requested other than the regularly scheduled day shall have an additional ten dollars (\$10.00) charge.

(5) Unless otherwise specified in subsection (a)(1) hereof, the City shall charge each single-family residential and multifamily residential dwelling unit of three units or less sixteen dollars (\$16.00) per month for the pick-up of all garbage and normal household rubbish which is properly prepared as described in Section 941.01 (a).

(c) Other Charges (Nonresidential and Residential).

(1) A. For the producers of nonresidential or residential multi-family units of three or less, garbage and/or rubbish other than defined or as described in subsections (a) and (b) hereof requiring pick-up by the City Sanitation Department, a charge of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard shall be assessed. Not properly prepared garbage and/or rubbish for residential units of three or less shall be charged at a rate of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard. Cubic yardage shall be determined by sanitation truck hopper loads. There shall be a minimum charge of one cubic yard. For producers of garbage and/or rubbish in quantities larger than twenty-eight uncompacted cubic yards per pick-up, a partial truck load rate shall apply as follows:

Description (Panels)	Volume Compacted (Cubic Yards)	Flat Rate
1	7.5	\$165.00 \$200.00
2	15	330.00 400.00
3	22.5	495.00 600.00

Additional charges may be assessed if access to loading or other delays cause undue time to be expended in the collection prices as defined by subsection (a)(2) hereof.

B. 1. Roll off container rate schedule:

(Pull rates shall be set based upon location of required disposal site regardless of the number of pulls per week.)

Effective until January 1, 2025:

\$100.00 - Medina Paper Recycling (20 minute round-trip)

\$150.00 - Medina County Central Processing Facility (45- 60 minute round-trip)

\$175.00 - Zollinger sand and gravel (75-90 minutes round- trip)

\$200.00 - Rumpke Transfer Station - Broadview Heights (105-120 minute round- trip)

\$200.00 - Strongsville Transfer Station (105-120 minute round-trip)

\$150.00 - Liverpool Waste Water Treatment Plant Digester (45-60 Minute round-trip)

\$150.00 - Country View Auto Recycling - Spencer (45-60 minutes round-trip)

\$275.00 - Congress Lake Farms - Mogador (150-180 minutes round-trip)

\$275.00 - Kurtz Bros. Inc. - North Canton (150-180 minutes round-trip)

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

Effective for bills due after January 1, 2025:

~~\$100.00~~ **125.00** - Medina Paper Recycling (30 minute round-trip)

~~\$150.00~~ **225.00** - Medina County Central Processing Facility (~~45-60~~ **60-90** minute round-trip)

~~\$175.00~~ **225.00** - Zollinger sand and gravel (75-90 minutes round- trip)

~~\$200.00~~ **325.00** - Rumpke Transfer Station - Broadview Heights (105-120 minute round-trip)

~~\$200.00~~ **325.00**- Strongsville Transfer Station (105-120 minute round-trip)

\$150.00 - Liverpool Waste Water Treatment Plant Digester (45-60 Minute round-trip)

~~\$150.00~~ **225.00**- Country View Auto Recycling - Spencer (~~45-60~~ **60-90** minutes round-trip)

~~\$275.00~~ **450.00** - Congress Lake Farms - Mogador (150-180 minutes round-trip)

~~\$275.00~~ **450.00**- Kurtz Bros. Inc. - North Canton (150-180 minutes round-trip)

\$450.00 – Rumpke, Noble Rd. Landfill – Shiloh (150-180 minutes round-trip)

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

2. Roll off container rental rate schedule: Accounts needing special consideration, such as special handling, disposal site at location further away, etc. shall be set by the Board of Control on the request of the Service Director. At no time shall the recommended rate be less than the cost of service.

3. All temporary, residential and non-permanent commercial **and compactor style** roll off customers shall be subject to a seventy-five dollars (\$75.00) additional pull charge fee per container pulled.

(2) A. For multifamily residential accounts of four units or larger, the collection of special rubbish items including refrigerators, washers, dryers, stoves, hot water heaters,

trash compactors, furnaces, couches, chairs, mattresses, box springs or other similar rubbish items shall be charged at the rate of ~~five dollars and fifty cents (\$5.50)~~ **seven dollars (\$7.00)** per cubic yard. Charges shall be levied according to the volume when placed in the truck hopper. A one-yard minimum charge shall apply to all special pick-up rubbish.

B. In observance of "Earth Week", local civic groups who register with the Service Director may have the materials they collect to help clean up the environment collected by the City at no charge during the month of April.

(3) A. Long term container rental schedule: The City shall charge each customer that specifically contracts with the City for the long term rental (~~in excess of two weeks~~) of a sanitation collection container the rental rate set forth below. ~~Charges for partial monthly usage shall be prorated after rounding forward to the end of a service week. Customers who contract for use of a sanitation collection container for two weeks or less shall be charged in accordance with the schedule set forth in subsection (c)(3) hereof.~~ Containers are available to qualified accounts based on availability. Long term rental customers shall be charged for collection according to the schedule set forth in subsection (a)(1) hereof. There shall be no minimum charge or maximum rental time for long term customers, however, the City reserves the right to withdraw any container at its discretion.

Front and Rear Load Containers Volume (Cubic Yards) Monthly Rental

1-8 \$ 10.00

~~Front Load Containers Volume (Cubic Yards) Monthly Rental~~

~~1-8 \$ 10.00~~

(4) Claims by the City or users of the service for reclassification shall be reviewed by the Board of Control. Copies of their conclusions shall be on file for review.

(5) Grass clippings shall not be mixed with normal household rubbish or garbage. Yard waste shall be separated from normal household rubbish and placed in approved metal or solid plastic containers not to exceed forty gallons in size or thirty-five pounds in weight. Containers shall have a secure handle(s) and solid bases. Yard waste may not be placed in paper boxes or paper or plastic bags.

(6) Tree limbs, brush and branches shall be cut to lengths between forty- eight and sixty inches. The limbs, brush and branches shall be tied into manageable bundles not exceeding twenty-four inches in diameter or thirty-five pounds in weight. These materials shall be collected by the City on the same collection day as the scheduled rubbish collection day. Yard waste such as limbs, trunks, stumps, etc. in excess of eight inches in diameter or thirty-five pounds in weight will not be picked up.

The City shall annually collect, at no charge, decorative evergreen trees and branches during the two to three-week period immediately following December 25.

(d) Customers Outside City Limits. Commercial hauling is permitted outside the corporate City limits in an area not-to-exceed the geographic boundaries of the four adjacent townships at a ten percent (10%) premium.

(Ord. 105-22. Passed 5-23-22.)

Ord. 88-24
Exh B
OLD CODE

941.06 COLLECTION RATES.

(a) Nonresidential and Residential with Containers. The City shall charge each school, church, industry, commercial establishment, place of business or other nonresidential building, or multifamily dwelling of four units or more that has assigned approved container collection of one cubic yard or larger on the basis and at the rate as follows:

(1) Container charges (monthly).

Number of Pick-ups per Week (\$5.50 per cubic yard)

Volume	1	2	3	4	5	6
1 cubic yard	\$22.00	\$44.00	\$66.00	\$88.00	\$110.00	\$132.00
2 cubic yards	44.00	88.00	132.00	176.00	220.00	264.00
3 cubic yards	66.00	132.00	198.00	264.00	330.00	396.00
4 cubic yards	88.00	176.00	264.00	352.00	440.00	528.00
5 cubic yards	110.00	220.00	330.00	440.00	550.00	660.00
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8 cubic yards	176.00	352.00	528.00	704.00	880.00	1056.00

Containers of a size not specified shall be charged at a rate prorated in the manner prescribed above.

(2) Additional hourly charges shall be assessed to customers for failure to provide City workers reasonable access to rubbish or garbage to be collected or in any other way impeding the process of efficient collection. Time shall be assessed at a rate of one hundred dollars (\$100.00) per hour.

(b) Residential and Nonresidential Without Container Collection.

(1) A minimum monthly pick-up charge of sixteen dollars (\$16.00) per dwelling unit as defined by Section 941.01(a)(3) shall apply to all multifamily residential accounts of three units or less and to all nonresidential accounts that are not serviced by an approved collection container of one cubic yard or more. Multi-family residential accounts of four units or larger have the option of installing an approved collection container according to the plans and specifications on file from the Director of Service. All accounts that are serviced by an approved collection container of one cubic yard or larger shall be billed according to the container charges as defined in subsection (a)(1) hereof.

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(c) Other Charges (Nonresidential and Residential).

(1) A. For the producers of nonresidential or residential multi-family units of three or less, garbage and/or rubbish other than defined or as described in subsections (a) and (b) hereof requiring pick-up by the City Sanitation Department, a charge of five dollars and fifty cents (\$5.50) per cubic yard shall be assessed. Not properly prepared garbage and/or rubbish for residential units of three or less shall be charged at a rate of five dollars and fifty cents (\$5.50) per cubic yard. Cubic yardage shall be determined by sanitation truck hopper loads. There shall be a minimum charge of one cubic yard. For producers of garbage and/or rubbish in quantities larger than twenty-eight uncompacted cubic yards per pick-up, a partial truck load rate shall apply as follows:

Description (Panels) Volume Compacted (Cubic Yards) Flat Rate

1

7.5

\$165.00

2

15

330.00

3

22.5

495.00

Additional charges may be assessed if access to loading or other delays cause undue time to be expended in the collection prices as defined by subsection (a)(2) hereof.

B. 1. Roll off container rate schedule:

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\$200.00 - Rumpke Transfer Station - Broadview Heights (105-120 minute round- trip)

\$200.00 - Strongsville Transfer Station (105-120 minute round-trip)

\$150.00 - Liverpool Waste Water Treatment Plant Digester (45-60 Minute round-trip)

\$150.00 - Country View Auto Recycling - Spencer (45-60 minutes round-trip)

\$275.00 - Congress Lake Farms - Mogador (150-180 minutes round-trip)

\$275.00 - Kurtz Bros. Inc. - North Canton (150-180 minutes round-trip)

Accounts needing special consideration shall be set by the Board of Control. (Special consideration could be special handling, disposal site at a location further away, etc.)

2. Roll off container rental rate schedule: Accounts needing special consideration, such as special handling, disposal site at location further away, etc. shall be set by the Board of Control on the request of the Service Director. At no time shall the recommended rate be less than the cost of service.

3. All temporary, residential and non-permanent commercial roll off customers shall be subject to a seventy-five dollars (\$75.00) additional pull charge fee per container pulled.

(2) A. For multifamily residential accounts of four units or larger, the collection of special rubbish items including refrigerators, washers, dryers, stoves, hot water heaters, trash compactors, furnaces, couches, chairs, mattresses, box springs or other similar rubbish items shall be charged at the rate of five dollars and fifty cents (\$5.50) per cubic yard. Charges shall be levied according to the volume when placed in the truck hopper. A one-yard minimum charge shall apply to all special pick-up rubbish.

B. In observance of "Earth Week", local civic groups who register with the Service Director may have the materials they collect to help clean up the environment collected by the City at no charge during the month of April.

(3) A. Long term container rental schedule: The City shall charge each customer that specifically contracts with the City for the long term rental (in excess of two weeks) of a sanitation collection container the rental rate set forth below. Charges for partial monthly usage shall be prorated after rounding forward to the end of a service week. Customers who contract for use of a sanitation collection container for two weeks or less shall be charged in accordance with the schedule set forth in subsection (c)(3) hereof. Containers are available to qualified accounts based on availability. Long term rental customers shall be charged for collection according to the schedule set forth in subsection (a)(1) hereof. There shall be no minimum charge or maximum rental time for long term customers, however, the City reserves the right to withdraw any container at its discretion.

Rear Load Containers Volume (Cubic Yards) Monthly Rental

1-8 \$ 10.00

Front Load Containers Volume (Cubic Yards) Monthly Rental

1-8 \$ 10.00

(4) Claims by the City or users of the service for reclassification shall be reviewed by the Board of Control. Copies of their conclusions shall be on file for review.

(5) Grass clippings shall not be mixed with normal household rubbish or garbage. Yard waste shall be separated from normal household rubbish and placed in approved metal or solid plastic containers not to exceed forty gallons in size or thirty-five pounds in weight. Containers shall have a secure handle(s) and solid bases. Yard waste may not be placed in paper boxes or paper or plastic bags.

(6) Tree limbs, brush and branches shall be cut to lengths between forty- eight and sixty inches. The limbs, brush and branches shall be tied into manageable bundles not exceeding twenty-four inches in diameter or thirty-five pounds in weight. These materials shall be collected by the City on the same collection day as the scheduled rubbish collection day. Yard waste such as limbs, trunks, stumps, etc. in excess of eight inches in diameter or thirty-five pounds in weight will not be picked up.

The City shall annually collect, at no charge, decorative evergreen trees and branches during the two to three-week period immediately following December 25.

(d) Customers Outside City Limits. Commercial hauling is permitted outside the corporate City limits in an area not-to-exceed the geographic boundaries of the four adjacent townships at a ten percent (10%) premium.

(Ord. 105-22. Passed 5-23-22.)

RESOLUTION NO. 89-24

A RESOLUTION COMMEMORATING SPRING GROVE CEMETERY'S ACCEPTANCE TO THE NATIONAL UNDERGROUND RAILROAD NETWORK TO FREEDOM.

WHEREAS: The National Underground Railroad Network to Freedom Program honors, preserves and promotes the history of resistance to enslavement through escape and flight and helps to advance the idea that all human beings embrace the right to self-determination and freedom from oppression;

WHEREAS: Spring Grove Cemetery has been accepted to the National Underground Railroad Network to Freedom Program (NTF) as one of sixteen new designated NTF sites across the U.S.; and

WHEREAS: Spring Grove's NTF designation is an honor to Medina and its history and role in the Underground Railroad; and

WHEREAS: H.G. Blake (1818-1876) and Elizabeth Blake (1821-1893), who are buried in Section 5 at Spring Grove Cemetery, sheltered freedom seekers at their Medina home on East Washington Street; and

WHEREAS: Lt. Col. Herman Canfield (1817-1862), a staunch abolitionist who played a leadership role in the Underground Railroad in northeast Ohio, and his wife Sarah Ann (Martha) Canfield (18-26-1889), who founded the Canfield Colored Orphan Asylum in Memphis, TN, are also buried in Section 5 at Spring Grove Cemetery.

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

SEC. 1: That the Council of the City of Medina hereby commemorates Spring Grove Cemetery's acceptance to the National Underground Railroad Network to Freedom (NTF), and congratulates the members of the Friends of the Cemetery who contributed to this project.

PASSED: _____

SIGNED: _____

President of Council Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Acting Mayor

ORDINANCE NO. 90-24

**AN ORDINANCE AMENDING ORDINANCE NO. 190-23,
PASSED NOVEMBER 28, 2023.** (Amendments to 2024 Budget)

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

SEC. 1: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
001-0707-52215 (eclipse donation)	500.00 *
138-0462-52215 (PY22)	3,750.00 *
147-0652-53322 (Airport grant)	5,775.00 *
167-0705-53315	4,000.00 *
169-0716-54412	720,000.00 *
380-0690-54414 (Medina St. Bridge)	57,770.05 *
389-0110-53322 (Fire St. #1 Roof)	24,400.00 *
574-0358-52215 (Wellness funds)	2,000.00 *
574-0358-52232 (Wellness funds)	3,000.00 *
574-0358-53313 (Wellness funds)	7,000.00 *
574-0358-53315 (Wellness funds)	8,000.00 *
821-0230-54412 (Spring Grove Columbarium #3)	120,000.00 *
108-0690-54414 (Medina St. Bridge)	15,079.95
171-0301-52215	6,000.00

SEC. 2: That Ordinance No. 190-23, passed November 28, 2023, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
108-0610-54414	15,079.95
171-0743-52214	6,000.00

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.

* - new appropriation

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor