



FORD VEHICLE QUOTE CONFIRMATION

CITY OF MEDINA

Dealer: F44209

2024 SUPER DUTY

Page: 1

Order No:	Priority:	2024 SUPER DUTY		FIN: QH807	Order Type:	Price Level:	
		RETAIL	DLR INV			RETAIL	DLR INV
F2B		\$47760	\$45372.00	67E	250 AMP ALTRNTR	\$85	\$78.00
				68U	PAYLOAD UPGRADE	100	91.00
PQ				76C	EX BACKUP ALARM	175	160.00
A				85S	TOUGH BED	595	542.00
S					SP DLR ACCT ADJ		(991.00)
600A					SP FLT ACCT CR		(1363.00)
					FUEL CHARGE		26.08
572		NC	NC	B4A	NET INV FLT OPT	NC	7.00
					DEST AND DELIV	1995	1995.00
99A		NC	NC				
44F		NC	NC				
TD8							
X37		NC	NC				
					TOTAL BASE AND OPTIONS	51540	45953.08
					TOTAL BASE AND OPTIONS	51540	45953.08
18B		\$320	(720.00)				
			\$291.00				
425		NC	NC				
473		250	228.00				
512		NC	NC				
592		95	87.00				
66S		165	150.00				

YOUR Cost	\$ 47,121.55
Title & Tag	\$ 35.00
	<b>\$ 47,156.55</b>

CITY OF MEDINA  
Attn: NINO PICCOLI

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

**\*\*NOTE\*\* Rustproofing is \$500.00 extra per vehicle.**

Derek Powers  
Fleet/Gvmt. Sales Mgr.  
Montrose Ford  
QUOTED 11/6/2023

OK  
D. H. H. H. H.  
2/5/24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-034-2/12

From: Nino Piccoli

Committee: Finance

Date: January 25, 2024

Subject: 2024 Equipment and General Pavement Services  
Service Dept.

**SUMMARY AND BACKGROUND:**

Respectfully request Council's authorization to advertise, bid and award a contract for the 2024 Equipment and Asphalt General Paving Services Program. Additionally, we would like Council's authorization to include an option to extend this contract for a second year (2025). Specifications will be available in the Mayor's Office.

Thank you for your consideration.

**Estimated Cost:**

Suggested Funding: Various Service Department accounts.

Sufficient funds in Account No.

Transfer needed from Account No.

To Account No.

**NEW APPROPRIATION** needed in Account No.

Emergency Clause Requested: No

Reason:

**COUNCIL USE ONLY:**

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

OK  
Art Hamwell  
2/1/24

No. RCA 24-635-2/12  
Finance Only

**REQUEST FOR COUNCIL ACTION**

**FROM:** Nino Piccoli  
**DATE:** February 2, 2024  
**SUBJECT:** Expenditure Approval

**SUMMARY AND BACKGROUND:**

Respectfully requesting Council approval to replace the roof on the Granger Road Water Plant Building known as the Clear Well building. This area serves as Field offices for the Water department personnel as well as storage for Water System maintenance inventory. The roof is original and is irreparable. The scope of work involves removal of the existing roof stripped down to the concrete decking, installation of insulation, wood fastener and PVC single ply membrane. The contractor performing the work upon approval is Chippewa Roofing.

**Suggested Funding: \$28,900.00**

- Sufficient funds in Account No. 513-0533-53322
- Transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
- NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested: NO**  
**Reason:**

**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**

OK  
Dr. H. Hammond  
2/5/24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-036-2/12

**FROM:** Medina Recreation Center *Jred*  
**DATE:** February 5, 2024  
**SUBJECT:** Sex Offender Policy Amendment

**Committee:** Finance

**SUMMARY AND BACKGROUND:**

The Medina Community Recreation Center respectfully requests Council to approve an amendment to Exhibit A of Ordinance 90-22 regarding the Rec Center's Sex Offender Policy.

\*Pending Law Director's Approval\*

**Estimated Cost:**

**Suggested Funding:**

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

**Emergency Clause Requested:**

**Reason:**

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**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.  
Date:**

## **MCRC Sex Offender and Facility Usage Plan of Action**

### **Purpose**

This plan of action was developed as a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility. It is understood that these policies and procedures will not ensure prevention, however we can decrease the likelihood of an occurrence happening with the development of this plan of action.

### **Objective**

By taking a pro-active approach in the form of identification, awareness, and communication among staff, we will decrease the chances of a sexual offense occurring within the facility. It has been recommended by the City Law Department that a convicted sexual offender not be allowed access into the Center. The denial of admittance is all-inclusive -- facility use, membership, programs and rentals. This denial has been deemed the most effective method of ensuring the safety of the MCRC patrons.

### **Plan of Action: Medina Rec Photo ID and Visitor Policy**

The Medina Community Recreation Center will require a state issued photo ID or school ID for all new members and visitors over the age of sixteen. ~~upon purchase of membership and day passes.~~ All non-member visitors will be required to sign in on the daily pass log sheet. A photo ID can be requested at any time by Medina Rec employees for verification of name, age, address, or eligibility for specific membership types and will be used to check patron against the National Sex Offender Registry. Photo ID may be required to pick children up from camps and programs.

~~All non-member visitors will be required to sign in on the daily pass log sheet.~~ The only exception to the Medina Rec Photo ID and Visitor Policy is for those attending large mass-gathering events like swim meets, basketball, special events and large rentals where there is limited blended traffic.

All new and renewing members and daily visitors will be checked against the National Sex Offender Registry. If a known sexual offender obtains or attempts to obtain facility access, they will be asked to leave and will be notified of our policy. It is not the intention for the MCRC to harass a sexual offender. The primary focus is awareness by selected staff employees of a convicted sexual offender in the MCRC.

This policy statement is to be delivered to the known sexual offender by the Manager On Duty (MOD) or Full Time Staff without personal opinion, verbal or physical intent. The individual should be treated respectfully and lawfully. The Policy Statement will be available at the MOD workstation at the front desk.

### **Policy Statement**

The MCRC takes a pro-active approach to decrease the probability of an incident with a known sexual offender occurring in the facility by means of a written policy.

This policy states that an individual that has been convicted of a sexual offense is denied access into the MCRC.

The denial of access is all-inclusive – facility use, membership, programs and rentals.

In lieu of this policy, this is to inform you that you are denied access into the MCRC facility.

If a refund is requested, a Refund Request Form will be filled out on your behalf and submitted to the MCRC Director.

Any future attempts to enter the facility will directly result in police assistance.

**REQUEST FOR COUNCIL ACTION**

ok  
D. H. Hammett  
2-6-2024

NO. RCA-24-037-2/12

FROM: Patrick Patton

COMMITTEE REFERRAL: Finance

DATE: February 6, 2024

SUBJECT: Engineering Design Services for Prospect Street Bridge Replacement

Last year the City submitted an application to the Ohio Department of Transportation (ODOT) for funding to replace the Prospect Street bridge (Res 21-23). ODOT awarded the City \$1.809 million for this project. That grant pays for 100% of the construction costs; the only City costs will be for additional scope items outside of the original project. The City requested that the water line and pavement replacement extend from the bridge to West Smith; this work will be completed at 100% City costs.

In September the City applied to ODOT for design services for this project (Res 152-23). The total design cost for this project is \$242,653. ODOT accepted the City's application, they will enter into a contract with a consultant for the program maximum amount of \$200,000. The City is responsible for the balance of the costs and the costs for the geotechnical engineering services. Please note, the agreement for the geotechnical engineering services will be submitted on a separate RCA (total cost of \$37,213).

Engineering Design Services Funding Summary:

- ODOT Share: \$199,997
- City Share: \$ 41,656
  - o TOTAL \$242,653

This requests asks for Council to authorize an agreement to MS Consultants, Inc. from Youngstown, Ohio in the amount of \$41,656 for this work. Attached please find the fee proposal from MS Consultants for this work.

Please note, the City

Thank you for your consideration.

ESTIMATED COST: \$41,656.

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of \_\_\_\_\_ ("Effective Date") between **City of Medina, 132 North Elmwood Avenue, Medina, Ohio 44256** ("Owner") and **ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **MED-Prospect Road Bridge Additional Design Services**

Engineer's services under this Agreement are generally identified as follows: Waterline Replacement Design, Resurfacing Plans for Prospect Street from W. Smith Road to the bridge and north of the bridge to the waterline replacement limits, and Pre-bid and Construction Services.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Not used
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or



3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. **The schedule to be followed will be consistent with the MED-Prospect Road Bridge project, PID 120265, administered by the Ohio Department of Transportation.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

#### 4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. **A Lump Sum amount of \$41,656.00 based on the following estimated distribution of compensation:**

a. Roadway Resurfacing	<b>\$3,700.00</b>
b. Waterline	<b>\$26,672.00</b>
c. Pre-Bid/Ongoing Services	<b>\$6,843.00</b>
d. Project Administration	<b>\$4,441.00</b>
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02.

If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### **6.01 *Standards of Performance***

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
  - 1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.

2. **Business Automobile Liability.** Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
  3. **Workers' Compensation / Employers' Liability.** Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
  4. **Professional Liability.** Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
- 
- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
  - C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
  - D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
  - E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
  - F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
  - G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are

more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.
- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. *Confidential and Proprietary Information*: Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner



furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. **Exhibit A, Engineer's Services (MED-MR 262-0.29 Prospect St Bridge Replacement – Scope and Fee for Additional Services – Revised, dated 1/23/2024)**
- B. Exhibit B, not used
- C. Exhibit C, not used
- D. Exhibit D, not used

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**8.04 *Engineer's Certifications***

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]**

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

Owner:

Engineer: ms consultants, inc.

By:   
Print name:   
Title:   
Date Signed:

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

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

333 East Federal Street  
Youngstown, OH 44503

Designated Representative (Paragraph 8.03.A):

Title:   
Phone Number:   
E-Mail Address:

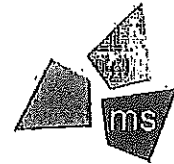
Designated Representative (Paragraph 8.03.A):

Jonathan Hren, PE

Title: Project Manager  
Phone Number: 216-403-0886  
E-Mail Address: [jhren@msconsultants.com](mailto:jhren@msconsultants.com)

**ms consultants, inc.**  
engineers, architects, planners

## EXHIBIT A



333 East Federal Street  
Youngstown, OH 44503-1821  
p 330.744.5321  
f 330.744.5256  
www.msconsultants.com

January 23, 2024

City of Medina  
132 N. Elmwood Avenue  
Medina, Ohio 44256  
Attn: Patrick Patton, PE

**Re: MED-MR 262-0.29 Prospect St Bridge Replacement  
Scope and Fee Proposal for Additional Services - Revised**

Dear Mr. Patton,

As requested, attached please find our revised scope and fee proposal for additional services to be performed in concert with the ODOT LPA Project PID 120265 replacement of the Prospect St Bridge (SFN 5265398) in Medina, Ohio. This proposal has been revised per our meeting on 1/22/24. The requested additional services are:

- Waterline Replacement Design
- Resurfacing of Prospect Street from W. Smith Road to the bridge and north of the bridge to the waterline replacement limits
- Pre-bid and Construction Services

The plans and estimate for the waterline and additional resurfacing work will be included with the PID 120265 bridge replacement project, and itemized separately for City reimbursement. We will meet the proposed schedule for bridge replacement project.

Environmental services, including waterway permitting, is not included and we assume the City is contracting with others for this work.

NEAS, Inc. will perform the geotechnical work for the bridge and waterline borings, including foundation recommendations, separately via contract with the City.

Thank you for this opportunity. Should you have any questions or require additional information, please feel free to contact me at [jhren@msconsultants.com](mailto:jhren@msconsultants.com) or (216) 403-0886.

Sincerely,

A handwritten signature in black ink, appearing to read 'JDH', with a horizontal line extending to the right.

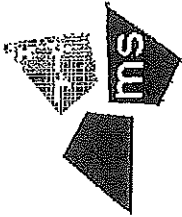
Jonathan D. Hren, PE  
Project Manager

cc: Tony Urankar, Brian Hughes, Craig Mulichak (ms); Patrick Schwan (Wallace Pancher Group)  
Attachments as noted

PROPOSAL COST SUMMARY

Project Name: MED-MR929-0.14 (Prospect St Bridge)  
 PID: 120265  
 Client: City of Medina  
 Date: 1/23/2024

Overhead Percentage = 172.83%  
 Cost of Money = 0.32%  
 Net Fee Percentage = 11.00%



Task Description	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon. Costs	Net Fee	Total Cost
<b>TASK A - ROADWAY RESURFACING</b>									
Plan and Profile	\$42.94	16	\$687	\$1,187	\$2			\$206	\$2,083
Typical Section (one additional)	\$45.26	6	\$272	\$469	\$1			\$81	\$823
Update Subsummaries and General Summary	\$43.64	6	\$262	\$453	\$1			\$79	\$794
<b>ROADWAY RESURFACING TOTAL</b>	<b>\$43.59</b>	<b>28</b>	<b>\$1,220</b>	<b>\$2,109</b>	<b>\$4</b>	<b>\$0</b>	<b>\$0</b>	<b>\$366</b>	<b>\$3,700</b>
<b>TASK B - WATERLINE</b>									
Preliminary Plans and Estimate	\$47.21	35	\$1,652	\$2,856	\$5			\$496	\$5,009
Stage 2 Plans and Estimate	\$47.36	63	\$2,984	\$5,156	\$10			\$895	\$9,045
Stage 3 Plans and Estimate	\$47.26	55	\$2,600	\$4,493	\$8			\$780	\$7,881
Conformed Plans and Estimate	\$47.35	33	\$1,563	\$2,701	\$5			\$469	\$4,738
<b>WATERLINE TOTAL</b>	<b>\$47.30</b>	<b>186</b>	<b>\$8,798</b>	<b>\$15,206</b>	<b>\$28</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,640</b>	<b>\$26,672</b>
<b>TASK C - PRE-BID AND ONGOING SERVICES</b>									
Pre-Bid Questions	\$60.87	13	\$791	\$1,368	\$3			\$237	\$2,399
Ongoing Services During Construction	\$59.68	18	\$1,074	\$1,857	\$3			\$322	\$3,257
Field Visit during construction (waterline)	\$44.80	8	\$358	\$619	\$1	\$100		\$108	\$1,187
<b>PRE-BID AND ONGOING SERVICES TOTAL</b>	<b>\$57.03</b>	<b>39</b>	<b>\$2,224</b>	<b>\$3,844</b>	<b>\$7</b>	<b>\$100</b>	<b>\$0</b>	<b>\$667</b>	<b>\$6,843</b>
<b>TASK D - PROJECT ADMINISTRATION</b>									
General Admin	\$77.11	19	\$1,465	\$2,532	\$5			\$440	\$4,441
<b>PROJECT ADMINISTRATION TOTAL</b>	<b>\$77.11</b>	<b>19</b>	<b>\$1,465</b>	<b>\$2,532</b>	<b>\$5</b>	<b>\$0</b>	<b>\$0</b>	<b>\$440</b>	<b>\$4,441</b>
<b>GRAND TOTAL</b>	<b>\$50.40</b>	<b>272</b>	<b>\$13,708</b>	<b>\$23,691</b>	<b>\$44</b>	<b>\$100</b>	<b>\$0</b>	<b>\$4,114</b>	<b>\$41,656</b>



PROPOSAL HOURS

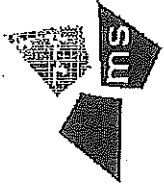
Project Name: MED-MRS29-0.14 (Prospect St Bridge)

PID: 120255

Client: City of Medina

Date: 1/23/2024

Task Description	HOURS BY PERSONNEL CATEGORY										Total Hours	Labor Costs	
	Rates:	\$95.00 Project Principal	\$83.69 Project Manager	\$62.50 Sr. Hwy. Eng.	\$45.68 Hwy. Eng.	\$96.00 Highway Tech.	\$77.90 Sr. Water Eng.	\$44.80 Water Eng.	\$48.00 Water Tech.	\$64.49 Sr. Bridge Eng.			\$44.32 Bridge Eng.
<b>TASK A - ROADWAY RESURFACING</b>													
Plan and Profile			2	6	8								
Typical Section (one additional)			1	3	2								
Update Subsummaries and General Summary			1	2	3								
<b>ROADWAY RESURFACING TOTAL</b>	0	0	4	11	13	0	0	0	0	0	0	0	28
<b>TASK B - WATERLINE</b>													
Preliminary Plans and Estimate						1	18	16					35
Stage 2 Plans and Estimate						1	22	40					63
Stage 3 Plans and Estimate						1	22	32					55
Confirmed Plans and Estimate						1	16	16					33
<b>WATERLINE TOTAL</b>	0	0	0	0	0	4	78	104	0	0	0	0	186
<b>TASK C - PRE-BID AND ONGOING SERVICES</b>													
Pre-Bid Questions			2	2	1	1	2	1	3	1			13
Ongoing Services During Construction			6						2	10			18
Field Visit during construction (wasterline)							8						8
													0
													0
<b>PRE-BID AND ONGOING SERVICES TOTAL</b>	0	8	2	1	0	1	10	1	5	11	0	0	39
<b>TASK D - PROJECT ADMINISTRATION</b>													
General Admin			16								3		19
<b>PROJECT ADMINISTRATION TOTAL</b>	0	0	16	0	0	0	0	0	0	0	3	0	19
<b>GRAND TOTAL</b>	0	0	24	5	12	13	88	105	5	11	0	3	272
													\$13,708



**NARRATIVE**

Project Name: MED-MR929-0.14 (Prospect St Bridge)  
 PID: 120265  
 Client: City of Medina  
 Date: 1/23/2024

Task Description	Narrative
<b>TASK A - ROADWAY RESURFACING</b>	
Plan and Profile	The plan limits and details will be expanded to include the resurfacing limits between W. Smith Road and north of W&LE Railroad.
Typical Section (one additional)	One additional Typical Section will be created to illustrate the resurfacing conditions.
Update Subsummaries and General Summary	The roadway resurfacing work will be quantified and carried to subsummaries and general summary.
<b>TASK B - WATERLINE</b>	
Preliminary Plans and Estimate	See attached waterline narrative
Stage 2 Plans and Estimate	
Stage 3 Plans and Estimate	
Conformed Plans and Estimate	
0	
<b>TASK C - PRE-BID AND ONGOING SERVICES</b>	
Pre-Bid Questions	Hours provided to respond to pre-bid questions
Ongoing Services During Construction	Hours to review shop drawings
Field Visit during construction (waterline)	Includes waterline engineer visit to field during construction (one day)
0	
0	
<b>TASK D - PROJECT ADMINISTRATION</b>	
General Admin	general administration and billing

MED-Prospect Street Bridge Project  
PID 120265  
Waterline Scope Narrative  
ms consultants, inc.  
12/7/2023

The fee to complete the Prospect Street waterline replacement in Medina, Ohio considers the following work to be performed and associated assumptions:

- ms Water group will prepare plan drawings and cost estimates to be included in the Prospect Street Bridge Replacement Project for the Stage 1, Stage 2, Stage 3 and Bid Set submittals to replace approximately 300 feet of 12-inch waterline from the West Smith Road intersection to north of the Wheeling and Lake Erie Railway right-of-way.
- Design Drawings to be provided include:
  - General Waterline Notes
  - Waterline Details
  - Plan and Profile Sheets (Scale at typically 1"=20')
- It is assumed that the waterline will be replaced to the City of Medina Water Department's standards. The ms Water group will coordinate with the City's Water Department to obtain their standard notes, details and any record drawings that would be available.
- The need for temporary water facilities will be coordinated with the City of Medina as needed.
- There are currently two waterlines, a 4-inch and 12-inch, installed within the extents of the replacement limits. The waterline replacement is only to be considered for the 12-inch waterline where existing services installed on the 4-inch main would be transferred over to the proposed waterline covered by this work.
- Utility crossing application and coordination with the Wheeling and Lake Erie Railway is included.
- Cost for geotechnical investigations north of the Railway has been included in fee. It is assumed that the additional boring information obtained for the planned bridge replacement will satisfy the Railway's requirements of obtaining geotechnical information along each side of their right-of-way to facilitate jack and bore operations.
- It is assumed that the 12-inch waterline being replaced will not require a size increase of more than 4 inches nor be located within 10 feet horizontally or 18 inches vertically of any sewer utility, which would require approval from Ohio Environmental Protection Agency.
- Survey work is not included in the fee. It is assumed that the survey information and basemapping provided will be sufficient to perform waterline design.
- Permitting fees, such as those required by the Wheeling and Lake Erie Railway, are not included in the fee and will be the responsibility of the City of Medina.
- Environmental permitting, such as a 404 permitting application through the U.S. Army Corps of Engineers, is by others
- ms Water group will perform shop drawing review for waterline materials submitted under this project.



**REQUEST FOR COUNCIL ACTION**

OK  
2024 Howell  
2-6-24

NO. RCA 24-038-2/12

FROM: Patrick Patton 

DATE: February 6, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Amend Ordinance #189-22 Fire Station #1 Parking Lot

This request is for Council's authorization to modify Ordinance 189-22 (attached) authorizing the bidding and awarding a contract for Fire Station #1 Parking Lot by increasing it by \$48,061, thus increasing the amount authorized to \$475,061.

The reasons for the increase are as follows:

1. Upon removing the existing concrete pavement it was determined that the underlying soils were unsuitable. The unsuitable soils were removed, replaced with premium fill, and in some areas a geotextile fabric was installed.

Thank you for your consideration.

ESTIMATED COST: \$48,061.

SUGGESTED FUNDING: 171 0610 54411 (ARPA Funds)

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No  
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

**ORDINANCE NO. 189-22**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE FIRE STATION #1 PARKING LOT REPLACEMENT PROJECT.**

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

**SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1124, the Fire Station #1 Parking Lot Replacement project in accordance with plans and specifications on file in the office of the Mayor.

**SEC. 2:** That the estimated cost of the project, in the estimated amount of \$427,000.00, is available in Account No. 171-0610-54411 (ARPA Funds).

**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:** October 11, 2022

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** October 12, 2022

**SIGNED:** Dennis Hanwell  
Mayor

**REQUEST FOR COUNCIL ACTION**

*OK Post Approved  
2/6/24*

No. RCA 24-039-2/12

Committee Finance Only

**From: POLICE DEPARTMENT  
Chief Edward R. Kinney**

Mayor's Initials: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Guidelines: See information on back of form

**Date:** 2/5/24

**Subject:** Communications Eventide & Harris Update

**Summary and Background:** Chief Kinney respectfully requests approval from council to purchase NEW Harris P25 Radio System to integrate with existing Eventide DX Voice Recording Solution.  
Total cost \$23,696.00.

**Suggested Funding:** 106-0102-54413

**Sufficient Funds in Account:** Yes.

**Transfer Needed From:** n/a      **To:**

**New Appropriation Needed:** No

**Account No:**

**Emergency Clause Requested:**

No  Yes If yes, reason: *Need to record 911 and radio traffic*

**Council Use Only:** \_\_\_\_\_

**Committee Recommendation:**

**Council Action Taken:**

**Ord./Res.No:**

**Date:**



125 Half Mile Road Suite 200  
Red Bank, NJ 07701  
Phone: 216.666.2700  
[JPace@InteractionIC.com](mailto:JPace@InteractionIC.com)

February 5, 2024

License Chief Edward Kinney  
Sgt. Sara Lynn  
Sgt. Darin Zaremba  
Medina PD  
150 West Friendship  
Medina, OH 44256

Dear Chief Kinney, Sgt. Lynn & Sgt. Zaremba,

Below is the itemized pricing breakdown of your department's NEW Harris P25 Radio System integrating with your current Eventide DX Voice Recording Solution. Please see the Itemized pricing breakdown below.

**Eventide & Harris Upgrade**

- Eventide Harris Integration
- 1 - DVSI 2-Port USB Decoder Unit
- We can use (reuse) the Vacant VoIP Channels for your Talk Paths
- P25 Encryption Key Management Option
- Mandatory Fee - Initial license processing, Handling, and Management for P25 License
- Project Management & Testing
- On-Site & Remote Installation
- Unlimited On-Site and Remote Training
- One-Year (M-F, 9-5) Onsite & Remote Support

**Total Cost for the Upgrade w Harris = \$23,696.00**

Quantity				Discount Level		Total
1	Integration to Harris VIDA P25 SR10A/SR10A1 (or later) system via VNIC	271116	\$ 14,995.00	20%	\$14,995.00	\$ 11,996.00
1	P25 Encryption Key Management Option (non-OTAR)	209270	\$ 1,995.00	20%	\$1,995.00	\$ 1,596.00
1	DVSI 2-Port USB Decoder Unit (for P25, DMR, MOTOTRBO, NXDN) - Max 8	324720	\$ 3,000.00	20%	\$3,000.00	\$ 2,400.00
1	Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable)	115015	\$ 3,500.00		\$3,500.00	\$ 3,500.00
		Total Hardware and Software Cost = \$19,492.00				
		Installation & Project Management = \$1,385.20				
		Support Cost (M-F, 9-5) Onsite and Remote = \$2,818.80				
		<b>Total Cost of Solution = <u>\$23,696.00</u></b>				

Thank you once again for your time and consideration. Should you have any inquiries or require further assistance, please reach me at 216.666.2700 or 203.913.1078.

Sincerely,

*John Pace*

John Pace  
Regional Manager

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-040-2/12  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: February 6, 2024  
SUBJECT: Transfer Request – Railroad Fund

**SUMMARY AND BACKGROUND:**

The Finance Department respectfully requests Council to authorize the Finance Director to transfer \$10,000 from the General Fund (#001) to the Railroad Fund (#145) for the City's share of the railroad operation.

Refer to Ordinance No. 122-22 (Memorandum of Understanding) for further information.

Estimated Cost: \$10,000  
Suggested Funding: General Fund  
Sufficient funds in Account No.: 001-0707-56611  
Transfer needed: From Account No.:  
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

**COUNCIL USE ONLY:**  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 34-24  
Date: 2-12-24

**REQUEST FOR COUNCIL ACTION**

No. RCA 24-041-2/12  
Committee: Finance

FROM: Keith Dirham, Finance Director  
Lori Bowers, Deputy Finance Director  
DATE: February 6, 2024  
SUBJECT: Transfer Request – MCRC Capital Contribution

**SUMMARY AND BACKGROUND:**

The Finance Department requests Council to authorize the Finance Director to transfer \$130,000 from the MCRC Operating Fund (#574) to the MCRC Capital Fund (#575) in accordance with the Joint Operating Agreement between the City of Medina and the Medina City School District, passed by Medina City Council on July 9, 2001, via Ordinance No. 101-01, and amended on November 25, 2013, via Ordinance No. 191-13 and amended on July 11, 2022, via Ordinance 143-22.

Estimated Cost: \$130,000  
Suggested Funding: MCRC Operating Fund #574  
Sufficient funds in Account No.: 574-0350-56611  
Transfer needed: From Account No.:  
To Account No.:

NEW APPROPRIATION needed in Account No.:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:  
Committee Action/Recommendation:

Council Action Taken:

Ord./Res. Ord. 34-24  
Date: 2-12-24

(Finance use only)

RCA Number RCA 24-042-2/12  
(Council use only)

### REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT  
(CHECK ONE)

ADMINISTRATIVE  
FINANCE COMMITTEE  
COUNCIL

\_\_\_\_\_  
\_\_\_\_\_  
X

NO. Finance

#2024-011

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
			104-0301-53313 - Parks Maintenance - Operating Supplies	\$68.68		X

Accept check #40123 from Mini Melts of America, Inc. revenue sharing from ice cream vending machine at Fred Greenwood Park.

DEPARTMENT HEAD: \_\_\_\_\_ DATE: 1/18/24  
MAYOR'S APPROVAL: [Signature] 1-18-2024  
(WHEN NECESSARY)

COUNCIL/COMMITTEE ACTION:  
APPROVED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
RETURNED FOR EXPLANATION: \_\_\_\_\_  
RETURNED TO USE EXISTING ACCOUNT FUNDS: \_\_\_\_\_

ORD. NO. 35-24

CLERK OF COUNCIL/DATE \_\_\_\_\_ ROUTING: ORIGINAL TO FINANCE  
COPY TO DEPT. HEAD  
COPY TO COUNCIL



**REQUEST FOR COUNCIL ACTION**

*OK  
Attorney  
2/6/24*

NO. RCA 24-043-2/12

FROM: Patrick Patton  
DATE: February 6, 2024  
SUBJECT: Geotechnical Services for Prospect Street Bridge Replacement

COMMITTEE REFERRAL: Finance

Last year the City submitted an application to the Ohio Department of Transportation (ODOT) for funding to replace the Prospect Street bridge (Res 21-23). ODOT awarded the City \$1.809 million for this project. That grant pays for 100% of the construction costs; the only City costs will be for additional scope items outside of the original project. The City requested that the water line and pavement replacement extend from the bridge to West Smith; this work will be completed at 100% City costs.

In September the City applied to ODOT for design services for this project (Res 152-23). The total design cost for this project is \$242,653. ODOT accepted the City's application, they will enter into a contract with a consultant for the program maximum amount of \$200,000. The City is responsible for the balance of the costs and the costs for the geotechnical engineering services.

This requests asks for Council to authorize an agreement to National Engineering & Architectural Services, Inc. (NEAS) from Columbus, Ohio in the amount of \$37,213 to complete the required geotechnical engineering services. Attached please find the fee proposal from NEAS for this work.

Thank you for your consideration.

ESTIMATED COST: \$37,213.

SUGGESTED FUNDING: 108 0610 54411:

Sufficient Funds in Account Number:

Transfer Needed From:  
To:

New Appropriation:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



2800 Corporate Exchange Dr.  
Suite 240  
Columbus, Ohio 43231  
614-714-0299

February 2, 2024

City of Medina, Ohio  
132 N. Elmwood Ave.  
Medina, OH 44256

**RE: Revised Proposal for Geotechnical Engineering Services**  
**Project: Medina Prospect Street Bridge Replacement, PID# 120265**  
**City of Media, Ohio**

To the City of Medina:

As requested, Barr Engineering, Inc., DBA National Engineering and Architectural Services Inc. (NEAS) is pleased to present this fee proposal to perform geotechnical engineering services for the above referenced project. For this purpose, NEAS proposes to assist the design team by providing geotechnical engineering design and construction recommendations for the referenced project.

The following sections of this fee proposal present NEAS's understanding of the project, purpose, scope of services, fee and closing. The target soil boring plan, drilling schedule and ODOT's Proposal for the Geotechnical Exploration cost summary spreadsheet are attached.

### PROJECT INFORMATION

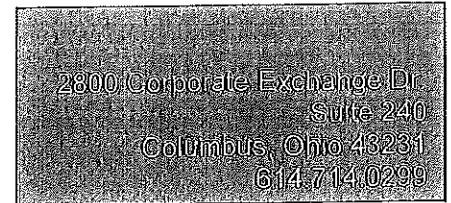
NEAS understands that the City of Medina and Wallace Pancher Group are working within the Statewide Municipal Bridge Design GES for the production of construction contract plans, to replace the bridge carrying Prospect Street over Champion Creek in Medina, Ohio.

### PROPOSED SCOPE OF WORK

The purpose of NEAS's geotechnical engineering services is to perform a subsurface exploration within the planned limits of the referenced project to obtain sufficient data regarding the subsurface soil conditions that will serve as the basis for development of design and construction recommendations for the bridge.

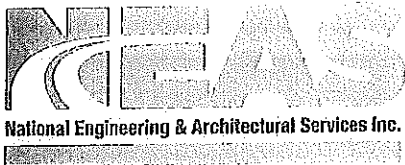
NEAS proposes the following scope of services to achieve the above-stated purpose:

1. Management and Coordination: NEAS will coordinate and manage the site reconnaissance, subsurface exploration, laboratory testing, and geotechnical engineering analyses for the proposed geotechnical engineering services.
2. Reconnaissance and Boring Layout: NEAS personnel will review available literature and information regarding the project site which includes; the review of published soil and geologic information, historical plan and record review, and proposed/preliminary project information. Following our literature review, NEAS will mobilize to the proposed site to observe the visible site conditions and establish boring locations in the field in accordance with ODOT's Specifications for Geotechnical Explorations (SGE). It is assumed that the boring locations will be positioned in the approach slabs near the locations shown on the attached boring plan. If existing utility locations



permit, they will be placed outside of the traveled way. Based on understanding of the project it is anticipated that 2 project borings will be performed totaling 70 feet of soil drilling. The specific locations will be selected by NEAS field personnel to allow access by the drill rig, and avoid existing overhead/underground utilities. The as drilled boring locations will be located in the field by the project surveyor following drilling completion. With respect to underground utilities, NEAS will coordinate with Ohio Utilities Protection Service (OUPS) to verify that the selected boring locations are clear of existing underground utilities.

3. Test Drilling Program: NEAS will drill the proposed borings using a truck mounted drilling rig. It is understood that the borings will be located on or near the roadway and will be easily accessible by the drill crew. It is anticipated that temporary traffic control will be required during drilling operations at the boring locations. NEAS personnel will provide temporary traffic control during drilling operations in accordance with the Ohio Manual of Uniform Traffic Control Devices. Each boring will be drilled and backfilled in accordance with ODOT's SGE based upon specific structure type. Based on our review of the proposed structures including the site conditions, it is anticipated that each boring will be extended through soil to the depths indicated on the attached drilling schedule. Bedrock is expected to be encountered within the indicated boring depths. The soil and rock samples obtained from the exploration program will be visually observed in the field by the NEAS field representative and preserved for review by a Geologist and possible laboratory testing. Field boring logs will be prepared by NEAS drilling personnel and will include lithological descriptions, Standard Penetration Testing (SPT) results recorded as blows per 6-inch increment of penetration and estimated unconfined shear strength values of specimens exhibiting cohesion (using a hand-penetrometer). Groundwater level observations will be recorded by NEAS drilling personnel both during and after the completion of drilling. Groundwater level observations will be included on the individual boring logs.
4. Laboratory Testing: NEAS will perform geotechnical testing on selected soil samples in accordance with SGE requirements, as well as all applicable AASHTO specifications. Based on the materials encountered, laboratory testing will likely include: determination of moisture content testing and classification testing in accordance with AASHTO M-145 "Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes," as modified by ODOT "Classification of Soils" on relevant soil samples. These tests will be performed on representative samples recovered from the SPT sampling. These tests will enable us to estimate the behavior of the subsurface soils on the basis of empirical correlation, engineering analysis, and our prior experience. Appropriate procedures for approximating the unconfined compressive strength of rock samples are expected to be conducted as well.
5. Engineering Analysis and Recommendations: NEAS will review the data from the boring and laboratory testing program and perform geotechnical analyses to estimate the foundation soil support characteristics (such as pile capacity) for the bridge in accordance with ODOT's GDM and BDM. Based on the results of the engineering analyses, NEAS will develop design and construction recommendations for the bridge.



2800 Corporate Exchange Dr.  
Suite 240  
Columbus, Ohio 43231  
614.714.0299

6. Summary Report and Geotechnical Sheets: NEAS will prepare a geotechnical sheet set and a Geotechnical Engineering Report (GER) summarizing the data obtained from the field and laboratory programs and present our engineering conclusions and recommendations. GER will be in compliance with ODOT's SGE, BDM, ODOT Pavement Design Manual, and the Project Development Process. The report will also include a test boring plan, boring logs, laboratory test data, and analyses calculations. An electronic copy of the report will be provided.

#### ESTIMATED FEES

NEAS proposes to complete the above-outlined scope of services for a fee of \$37,213. The proposed fee is based on the following assumptions:

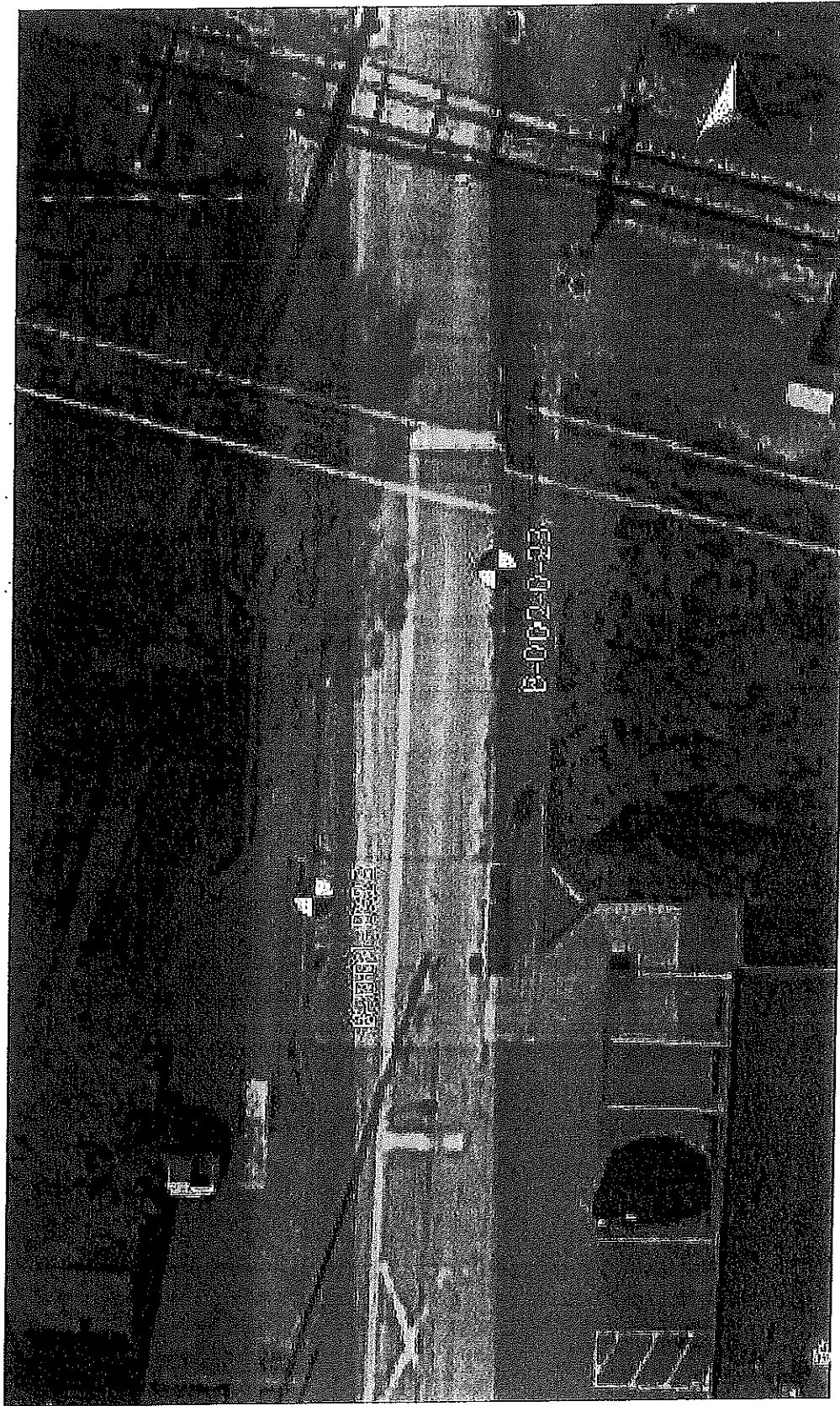
- Temporary traffic control Typical Application TA-10 is an acceptable set-up for the proposed borehole locations;
- The actual locations of borings and elevations will be surveyed by the Project Surveyor.
- The test boring will be backfilled or sealed as described above and patched with asphalt or concrete at the boring location.

#### CLOSING

We appreciate the opportunity to present this proposal to City of Medina. Please contact us at 614.714.0299 if you have any questions or require any additional information regarding the geotechnical engineering services for this project.

Sincerely,

Enoch Chipukaizer  
Principal



Proposed Boring Locations  
(Subject to field adjustment)



# FIELD DRILLING SCHEDULE

Project Name/PID#: Medina Prospect Bridge, PID 120265		Project Engineer: Melinda He		Contact Number: 614 714 0299	Boring Location Map Attached: Yes						
Client: City of Medina, OH		Field Supervisor: Chris Ashbaugh		Contact Number: 614 312 8666	Clearance by: TBD						
Project Location: City of Medina, OH		Date: 2/2/2024		Specification: ODOT	Marked by: TBD						
Boring Number	Total Depth (ft)	Sampling Interval			Rock Core (ft)	Remarks	ODOT Specification	Shelby Tubes Required	Easting	Northing	Station, Offset (alignment)
		continuous (ft)	2.5 ft	5 ft							
B-001-0-23	35	7.5	17.5	0	10		E1	0	0	0	See Boring Location Plan
B-002-0-23	35	7.5	17.5	0	10		E1	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
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0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
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0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
0	0	0	0	0	0		0	0	0	0	See Boring Location Plan
<b>TOTALS ALL SHEETS</b>	<b>70</b>	<b>15</b>	<b>35</b>	<b>0</b>	<b>20</b>			<b>0</b>	<b>0</b>	<b>0</b>	
(1) ODOT Boring Types A - Existing Pavement Subgrade B - Roadway Borings B1 - Embankment Foundations B2 - Cut Sections B3 - Steep/Cut Sections B4 - Steep/Cut - Fill Sections B5 - Steep/Cut Sections on Unstable Slopes Geohazard Borings C1 - Lakes, Ponds, and Low-Lying Areas C2 - Peat Deposits, Compressible Soils and Low Strength Soils C3 - Uncontrolled Fills, Waste Pits, and Reclaimed Surface Mines C4 - Underground Mines C5 - Landslides C6 - Karst Structures Borings E1 - Bridges E2 - Culverts E3 - Retaining Walls (a, b, c) E4 - Noise Barrier E5 - High Mast Lighting Towers E6 - Buildings and Salt Domes D - Proposed Underground Utility											
Additional Notes: Start scour sampling at 5.0' below present grade. Take pavement cores from approach.											



OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL  
for the  
GEOTECHNICAL EXPLORATION

**MED-Prospect Street Bridge**

**120265**

**Bridge Replacement**

***Barr Engineering Inc. (dba) NEAS Inc.***

Prepared By: Enoch Chipukaizer

Date prepared: November 16, 2023

Enoch Chipukaizer  
2800 Corporate Exchange Drive  
Suite 240

Columbus, Ohio 43231

O. 614-714-0299 C. 614-354-7558  
echipukaizer@neasinc.com

**COST SUMMARY**

**GEOTECHNICAL EXPLORATION PROPOSAL**  
 C/R/S: MED-Prospect Street Bridge Overhead Percentage = 165.02%  
 PID NO.: 120265 ODOT Statewide Percentage for Net Fee = 157.79%  
 CONSULTANT: Barr Engineering Inc. (dba) NEAS Inc. Net Fee Percentage = 11.00%  
 DATE: November 16, 2023 Cost of Money = 0.28%

Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Percent of Total Cost
<b>RECONNAISSANCE AND PLANNING</b>										
Office Reconnaissance	\$61.80	5	\$309	\$510	\$1			\$88	\$908	
Field Reconnaissance	\$50.38	8	\$403	\$665	\$1			\$114	\$1,183	
Exploration Plan	\$77.00	3	\$231	\$381	\$1	\$139	\$0	\$66	\$818	
<b>Subtotal</b>	<b>\$68.94</b>	<b>16</b>	<b>\$943</b>	<b>\$1,556</b>	<b>\$3</b>	<b>\$139</b>	<b>\$0</b>	<b>\$268</b>	<b>\$2,909</b>	<b>8%</b>
<b>FIELD COORDINATION</b>										
Field Coordination	\$54.00	9	\$486	\$802	\$1	\$46		\$138	\$1,473	4%
Logging (if drilling is subcontracted)	\$0.00	0	\$0	\$0	\$0	\$0		\$0	\$0	0%
<b>Subtotal</b>	<b>\$54.00</b>	<b>9</b>	<b>\$486</b>	<b>\$802</b>	<b>\$1</b>	<b>\$46</b>	<b>\$0</b>	<b>\$138</b>	<b>\$1,473</b>	
<b>Subtotal</b>									<b>\$11,154</b>	<b>30%</b>
<b>LABORATORY TESTING</b>										
<b>Subtotal</b>									<b>\$2,427</b>	<b>7%</b>
<b>GEOTECHNICAL EXPLORATION REPORT</b>										
Roadway - Coring Report	\$49.57	7	\$347	\$573	\$1	\$0	\$0	\$98	\$1,019	
Bridge	\$54.60	96	\$5,242	\$8,650	\$15			\$1,488	\$15,393	
Project Set Up	\$64.25	4	\$257	\$424	\$1			\$73	\$755	
General Oversight	\$103.50	4	\$414	\$683	\$1			\$117	\$1,215	
Stage 2 Plan Review	\$77.00	3	\$231	\$381	\$1			\$66	\$679	
Final Plan Review	\$64.00	1	\$64	\$106	\$0			\$18	\$188	
<b>Subtotal</b>	<b>\$57.00</b>	<b>115</b>	<b>\$6,555</b>	<b>\$10,817</b>	<b>\$19</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,858</b>	<b>\$19,249</b>	<b>52%</b>
<b>Total</b>	<b>\$57.03</b>	<b>140</b>	<b>\$7,984</b>	<b>\$13,175</b>	<b>\$23</b>	<b>\$186</b>	<b>\$0</b>	<b>\$2,264</b>	<b>\$37,213</b>	<b>Cost per foot*</b>

**GRAND TOTAL ALL PARTS**

\*Cost per foot does not include sub-contracted traffic maintenance



**GEOTECHNICAL EXPLORATION PROPOSAL**

**LABOR HOURS**

C/R/S: MED-Prospect Street Bridge

PID NO.: 120265

CONSULTANT: Barr Engineering Inc. (dba) NEAS Inc.

DATE: November 16, 2023

**HOURLY RATES**

Personnel Category	Salary Rate
Manager, P.E.	\$103.43
Project Engineer, P.E.	\$63.66
Staff Engineer	\$50.41
CADD Technician	\$37.36
Field Supervisor	\$38.63
Technician	\$36.13
Geologist	\$41.05
Administrative	\$26.23

**HOURS BY PERSONNEL CATEGORY**

Task	Manager	Project Engineer	Staff Engineer	CADD Technician	Field Supervisor	Technician	Geologist	Administ.	Total Hours	Labor Costs
<b>RECONNAISSANCE AND PLANNING</b>										
Office Reconnaissance	1	1	2	0	0	0	1	0	5	\$309
Field Reconnaissance	0	0	8	0	0	0	0	0	8	\$403
Exploration Plan	1	2	0	0	0	0	0	0	3	\$231
<b>Subtotal</b>	<b>2</b>	<b>3</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>\$943</b>
<b>FIELD COORDINATION</b>										
Field Coordination	1	2	2	0	4	0	0	0	9	\$486
Logging (if drilling is subcontracted)	0	0	0	0	0	0	0	0	0	\$0
<b>Subtotal</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>\$486</b>
<b>GEOTECHNICAL EXPLORATION REPORT</b>										
Roadway - Coring Report	0	1	4	0	0	0	2	0	7	\$347
Bridge	5	25	50	12	0	0	4	0	96	\$5,242
Project Set Up	1	2	0	0	0	0	0	1	4	\$257
General Oversight	4	0	0	0	0	0	0	0	4	\$414
Stage 2 Plan Review	1	2	0	0	0	0	0	0	3	\$231
Final Plan Review	0	1	0	0	0	0	0	0	1	\$64
<b>Subtotal</b>	<b>11</b>	<b>31</b>	<b>54</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>1</b>	<b>115</b>	<b>\$6,555</b>
<b>Total</b>	<b>14</b>	<b>36</b>	<b>66</b>	<b>12</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>1</b>	<b>140</b>	<b>\$7,984</b>

**LABOR TOTAL ALL PARTS**

**GEOTECHNICAL EXPLORATION PROPOSAL      FIELD EXPLORATION**

**CR/S :** MED-Prospect Street Bridge  
**PID NO.:** 120265  
**CONSULTANT:** Barr Engineering Inc. (dba) NEAS Inc.  
**DATE:** November 16, 2023

Task	Quantity	Unit	Unit Cost	Cost	Task Description
Mobilization/Demobilization	1	lump	\$2,250.00	\$2,250	Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion.
<b>Subtotal</b>				<b>\$2,250</b>	
<b>Traffic Maintenance</b>					
Typical Application No.	TA-10	2	days	\$2,250.00	\$4,500
Typical Application No.			days		\$0
Railroad Traffic Control			days		\$0
<b>Subtotal</b>				<b>\$4,500</b>	
<b>Subsurface Exploration</b>					
Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable.					
<b>Hand Sampling</b>					
Includes all equipment and personnel to excavate, sample, log and backfill each hand sampling method					
Method Description		feet			\$0
Method Description		feet			\$0
Method Description		each			\$0
<b>Test Pits</b>					
Includes all equipment and personnel to excavate, sample, log and backfill test pit					
<b>Pavement/Bridge Deck Coring</b>					
Includes all equipment, personnel, and material to core and patch pavement/bridge deck and either handle or dispose of core.					
Core Diameter	4	in.			
Core Diameter	2	each	\$300.00		\$600
Core Diameter		in.			
Core Diameter		each			\$0
<b>Truck/ATV/Trailer Mounted Rotary Drilling</b>					
Includes all methods of rotary drilling on land, except skid rig					
Number of Drill Rig Days	2	days			
Total Soil Footage (ft)	50		25	ft/day	
Total Rock Footage (ft)	20		10	ft/day	
No Sampling		feet			\$0
5-ft SPT	0	feet		\$31.00	\$0
2.5-ft SPT	35	feet		\$29.00	\$1,015
Continuous SPT	15	feet		\$27.00	\$405
Undisturbed Samples		each			\$0
Rock Coring	20	feet		\$72.00	\$1,440
Permanent Borehole Sealing	70	feet		\$9.00	\$630
<b>Skid Drilling</b>					
Includes press, preservation, transport, and extraction, minimum 50% recovery					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0		0	ft/day	
Total Rock Footage (ft)	0		0	ft/day	
No Sampling		feet			\$0
5-ft SPT		feet			\$0
2.5-ft SPT		feet			\$0
Continuous SPT		feet			\$0
Undisturbed Samples		each			\$0
Rock Coring		feet			\$0
Permanent Borehole Sealing		feet			\$0
<b>Barge Drilling</b>					
Includes press, preservation, transport, and extraction, minimum 50% recovery					
Number of Drill Rig Days		days			
Total Soil Footage (ft)	0		0	ft/day	
Total Rock Footage (ft)	0		0	ft/day	
5-ft SPT		feet			\$0
2.5-ft SPT		feet			\$0
Continuous SPT		feet			\$0
Undisturbed Samples		each			\$0
Rock Coring		feet			\$0
Permanent Borehole Sealing		feet			\$0
<b>Barge</b>					
Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.)					
CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with performing the described exploratory method.					
<b>Other Exploratory Methods</b>					
Method Description		days			\$0
Method Description		days			\$0
<b>In-situ Testing</b>					
Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction					
Test:		days			\$0
Test:		days			\$0
<b>Installation/Reading of Geotechnical Instruments</b>					
Excludes cost of drilling - present above. Includes all material and labor for installation					
Open Standpipe Piezometer		feet			\$0
Monitoring Well		feet			\$0
Inclinometer		feet			\$0
Misc (describe)		each			\$0
Instrument Readings		trips			\$0
<b>Subtotal</b>				<b>\$4,090</b>	
<b>Direct Costs</b>					
Drill Crew Meals and Lodging	1	days	\$314.00		\$314
Other (describe)					\$0
<b>Subtotal</b>				<b>\$314</b>	
<b>FIELD EXPLORATION TOTAL ALL PARTS</b>				<b>Total</b>	<b>\$11,154</b>

GEOTECHNICAL EXPLORATION PROPOSAL

LABORATORY TESTING

C/R/S : MED-Prospect Street Bridge

PID NO.: 120266

CONSULTANT: Barr Engineering Inc. (dba) NEAS Inc.

DATE: November 16, 2023

Test	Test Method		Quantity	Unit	Unit Cost	Cost	Remarks
	AASHTO	ASTM					
Complete Classification	Multiple	Multiple	10	each	\$199	\$1,990	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
Water Content Test and Visual Description	T265	D2216	14	each	\$16	\$217	Visual Description per SGE Section 602
Particle Size Analysis - Sieve Only	T88	D422	0	each	\$86	\$0	As modified per SGE Section 603.3
Particle Size Analysis - Sieve and 2-hour Hydrometer	T88	D422	0	each	\$113	\$0	As modified per SGE Section 603.3
Liquid Limit Test	T89	D4318	0	each	\$44	\$0	As modified per SGE Section 603.3
Plastic Limit Test	T90	D4318	0	each	\$43	\$0	As modified per SGE Section 603.3
Organic Content by Loss on Ignition	T267	D2974	0	each	\$80	\$0	
Soil Unconfined Compression Test	T208	D2166	0	each	\$91	\$0	
Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	\$193	\$0	
Consolidated-Undrained Triaxial Compression Test (with pore pressure measurement)	T297	D4787	0	3 points	\$1,032	\$0	
One-Dimensional Consolidation Test	T216	D2435	0	each	\$585	\$0	
Specific Gravity Test	T100	D854	0	each	\$76	\$0	
Direct Shear Test	T236	D3080	0	3 points	\$580	\$0	
Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	0	each	\$117	\$0	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
<b>Subtotal</b>						<b>\$2,207</b>	
Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	2	each	\$110	\$220	
Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	\$243	\$0	
Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$75	\$0	
Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$278	\$0	
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
<b>Subtotal</b>						<b>\$220</b>	
<b>Total</b>						<b>\$2,427</b>	

LABORATORY TESTING TOTAL-ALL PARTS

**GEOTECHNICAL EXPLORATION PROPOSAL**

**DIRECT COSTS**

C/R/S : MED-Prospect Street Bridge  
 PID NO.: 120265  
 CONSULTANT: Barr Engineering Inc. (dba) NEAS Inc.  
 DATE: November 16, 2023

Task	Quantity	Unit	Unit Cost	Cost
<b>RECONNAISSANCE AND PLANNING</b>				
Mileage	240		\$0.58	\$139.20
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
<b>Subtotal</b>				<b>\$139.20</b>
<b>FIELD COORDINATION</b>				
<b>Field Coordination</b>				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	80	mile	\$0.58	\$46.40
Permits	0	each	\$0.00	\$0.00
Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
Site Restoration (not including Dozer)	0	site	\$0.00	\$0.00
Railroad Permits	0	each	\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
Other (describe)	0		\$0.00	\$0.00
<b>Subtotal</b>				<b>\$46.40</b>
<b>Logging (If drilling is subcontracted)</b>				
Meals and Lodging	0	day	\$0.00	\$0.00
Mileage	0	mile	\$0.58	\$0.00
Other (describe)	0		\$0.00	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>
<b>Subtotal</b>				<b>\$46.40</b>
<b>GEOTECHNICAL EXPLORATION REPORT</b>				
(describe)	0		\$0.00	\$0.00
(describe)	0		\$0.00	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>
<b>DIRECT COSTS TOTAL ALL PARTS</b>				<b>Total</b>
				<b>\$185.60</b>

OK by Harrell

RCA 24-044-2/b  
Finance Only

**City of Medina**  
**Board of Control/Finance Committee Approval**

**Administrative Code: 141**

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

Date: 2/5/2024

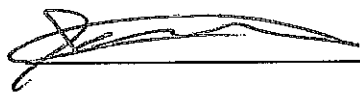
Department: Parks

Amount: \$3,500.00

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

Account Number: 104-0309-54413

Vendor: KTS Equipment Inc. #K00271

Department Head/Authorized Signature: 

**Item/Description:**

Requesting a new 2024 PO to increase PO#22-1397 by \$3,500.00 for the purchase of Kubota RTV 1100c

Unit ordered June 27, 2022. Sourcewell contract final pricing is determined at time of delivery.

Purchase order must reflect final sales price. Applying trade in of 2007 Toro Workman 7365 towards the purchase. SN# 270000725

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

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

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

Clerk of council

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

Thank you.

**Sourcewell**  
 Utility Tractors & Mowers - 031121  
 CE and AG - 040319  
 Utility Vehicles 112220  
 NJPA Arkansas 4600041710  
 NJPA Delaware GSS-17673  
 Nebraska 14777 (DC)  
 Mississippi 820087226

RTV-X1100CWL-H WEB QUOTE #2744055

Date: 2/6/2024 12:07:31 PM

- Customer Information -

Wehrfey, Jansen

City of Medina park and rec

jwehrfey@medinaoh.org

330-721-6950

Quote Provided By

KRYSTOWSKI TRACTOR SALES, INC.

paul bursley

47117 STATE ROUTE 18

WELLINGTON, OH 44090

email: paulb@krystowskitractor.com

phone: 4403154669

-- Standard Features --

-- Custom Options --



V Series

RTV-X1100CWL-H

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model Kubota D1105  
 3 Cyl. 68.5 cu in  
 +24.8 Gross Eng HP  
 75 Amp Alternator

**TRANSMISSION**

VHT-X  
 Variable Hydro Transmission  
 Forward Speeds:  
 Low 0 - 15 mph  
 High 0 - 25 mph  
 Reverse 0 - 17 mph  
 Limited-slip Front Differential  
 Rear differential lock

**HYDRAULICS**

Hydrostatic Power Steering  
 with manual tilt-feature  
 Hydraulic Cargo Dump  
 Hydraulic Oil Cooler

**FLUID CAPACITY**

Fuel Tank 7.9 gal  
 Cooling 8.3 qts  
 Engine Oil 4.3 qts  
 Transmission Oil 1.8 gal  
 Brake Fluid 0.4 qts

**CARGO BOX**

Width 57.7in  
 Length 40.5 in  
 Depth 11.2 in  
 Load Capacity 1102 lbs  
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

**KEY FEATURES**

Factory Cab w/ A/C, Heater,  
 Defroster  
 Fully opening roll-down door  
 windows  
 Digital Multi-meter  
 Speedometer  
 Pre-wired w/ speakers/antenna for  
 stereo  
 Front Independent Adjustable  
 Suspension  
 Rear Independent Adjustable  
 Suspension  
 Brakes - Front/Rear Wet Disc  
 Rear Brake Lights / Front  
 Headlights  
 2" Hitch Receiver, Front and Rear  
 Deluxe 60/40 split bench seats  
 with driver's side seat adjustment  
 Underseat Storage Compartments  
 Deluxe Front Guard  
 (radiator guard, bumper, and lens  
 guard)

**SAFETY EQUIPMENT**

SAE J2194 & OSHA 1928 ROPS  
 Horn  
 Dash-mounted Parking Brake  
 Spark Arrestor Muffler  
 Retractable 2-point Seat Belts

**DIMENSIONS**

Width 63.2 in  
 Height 79.6 in  
 Length 120.3 in  
 Wheelbase 80.5 in  
 Tow Capacity 1300 lbs  
 Ground Clearance 10.4 in  
 Suspension Travel 8 in  
 Turning Radius 13.1 ft

**Factory Spray-on Bedliner**

\*L\* Models Only

**Bright Alloy Wheels (Silver-painted)**

Silver-painted with machined  
 surface  
 \*S\* Models only

**TIRES AND WHEELS**

Heavy Duty Worktire 25 x 10 - 12, 8 ply

RTV-X1100CWL-H Base Price: \$26,399.00

(1) FULL RACK SYSTEM/ RTV 77700-V5012-FULL RACK SYSTEM/ RTV	\$1,316.88
(1) TURN SIGHAZARD LGT KIT/RTV-X1100C K7731-69810-TURN SIGHAZARD LGT KIT/RTV-X1100C	\$377.17
(2) STANDARD EXTERNAL MIRROR KIT CAB PNF 77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF	\$204.12
(1) STROBE LIGHT MOUNT KIT 77700-V5058-STROBE LIGHT MOUNT KIT	\$205.01
(1) TRAILER HITCH- BALL MOUNT 77700-V5200-TRAILER HITCH- BALL MOUNT	\$51.48
<b>Configured Price:</b>	<b>\$28,553.46</b>
<b>Sourcewell Discount:</b>	<b>(\$6,281.76)</b>
<b>SUBTOTAL:</b>	<b>\$22,271.70</b>
<b>Dealer Assembly:</b>	<b>\$669.17</b>
<b>Freight Cost:</b>	<b>\$881.25</b>
<b>PDI:</b>	<b>\$400.00</b>

Total Unit Price: \$24,222.12

Quantity Ordered: 1

Final Sales Price: \$24,222.12

Final pricing will be based upon pricing at the time of  
 final delivery to Sourcewell members.  
 Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting  
 dealer

*1 ZERO WORK MAN  
 7365 #R 2 7000 785  
 2007 # 250000*

*TOTAL 21,222.62*

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



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

**PURCHASE ORDER**

Page: 1  
 P.O. Number: 2022001397  
 P.O. Date: 06/27/2022  
 Req. Number: 2022-PRK-0061  
 Requested By: Lilly Selva  
 Blanket Type:  
 Ship Via:  
 Terms:

**Deliver To** PARKS DEPARTMENT  
 CITY OF MEDINA  
 132 NORTH ELMWOOD  
 MEDINA, OHIO 44256

**Vendor** K00271  
 KTS EQUIPMENT INC  
 47117 STATE RT 18  
 WELLINGTON, OH 44090

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

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
FINANCE COMMITTEE APPROVED 6/27/22						
SOURCEWELL CONTRACT: #031121						
Accounting						
001	KUBOTA UTILITY VEHICLE-RTVX110CWL-H 4X4	104-0309-54413				\$21,430.48

Purchase Order Total: \$21,430.48

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

*Keith A. Driskin*

6/30/2022

Director of Finance

Date

# KTS EQUIPMENT INC.

47117 STATE ROUTE 18  
WELLINGTON, OHIO 44090  
(440) 647-2015



DATE: June 21, 2022

City of Medina Park and Recreation

785 E Washington St

Medina OH 44256

Quote is valid for 30 days

330-721-6950

Jwehrley@medinaoh.org

KTS Equipment is pleased to quote the following:

DESCRIPTION	UNIT PRICE
NEW KUBOTA UTILITY VEHICLE MODEL: RTV X 1100 CWL-H 4X4 Cab heat A/C Heavy duty worksite tires 25 X 10 -12, 6 ply Hydraulic cargo dump	\$23,549.00
V5012 full rack system/RTV	\$1,026.80
K7731 Turn signal/hazard light kit	\$339.58
V5059 Side mirror kit - cab	\$82.50
VC5058 Strobe light kit	\$182.03
V5200 Trailer hitch - 2 in receiver - 3/4 in mount	\$44.00
Configured Price:	\$25,223.91
Sourcewell Discount:	(\$5,549.26)
Subtotal:	\$19,674.65
Dealer Assembly:	\$474.58
Freight cost:	\$881.25
PDI:	\$400.00
Total Unit Price:	\$21,430.48
TRADE IN:	
Toro Workman model 7365 Serial # 270000725 2007	\$2,500.00
<del>John Deere Model 1050 Serial # CH10505015351 1989</del>	<del>\$4,000.00</del>

*Paul Bursley*

440-315-4669 - paulb@ktsequipment.com



OK  
Hammell  
2-6-24

# REQUEST FOR COUNCIL ACTION

No. RCA 24-045-2/12  
Committee: Finance

**FROM:** Jansen Wehrley <sup>JW</sup>  
**DATE:** February 6, 2024  
**SUBJECT:** Roscoe Ewing Park- Replacement Playground  
**SUMMARY AND BACKGROUND:**

The Parks Department respectfully requests authorization to purchase a replacement playground for Roscoe Ewing Park through Snider Recreation Inc. The original playground at Roscoe Ewing Park is one of the oldest remaining in the City of Medina. This playground was installed in 1997 and expanded in the early 2000s with the addition of a swing set.

While the Parks Department does routine maintenance and regular upkeep of the play structures in our parks, we have reached the point where purchasing replacement components is no longer a viable option. The most recent replacement parts estimate exceeded \$17,819.90. Play structures and safety standards have changed greatly since the installation of this playground. Our new replacement structure features contemporary design elements that will enhance the experience and appearance for years to come.

This purchase is utilizing Sourcewell Contract #010521-BUR. The City of Medina's Member ID is #29417

The Parks Department staff will be responsible for removing old playground equipment and installing the new equipment on site.

See attached.

- Estimated Cost: \$52,150.48**  
**Suggested Funding: 104-0301-54413 (2024 Carryforward)**
- sufficient funds in Account No. 104-0301-54413
  - transfer needed from Account No. \_\_\_\_\_ to Account No. \_\_\_\_\_
  - NEW APPROPRIATION needed in Account No. \_\_\_\_\_

**Emergency Clause Requested: NO**  
**Reason:**

**COUNCIL USE ONLY:**  
**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**  
**Date:**



# Snider Recreation Inc.

10139 Royalton Road #K

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159  
 www.cvsnyder.com  
 info@cvsnyder.com

# Estimate

Date	Estimate #
2/2/2024	14128R

Name / Address
The City of Medina Parks & Recreation Dept. 785 E Washington St Medina, OH 44256

Ship To
Roscoe Bwing Park

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Net 30	JCS	330-721-6950			Medina-OH

Item	Description	Qty	Rate	Total
	Sourcewell Contract 010521-BUR Member ID# 29417			
Design	BCI Burke Design127-178218-1	1	65,175.00	65,175.00
Discount Recreation	Sourcewell Discount		-10.00%	-6,517.50
Discount Recreation	Additional Discount		-12,030.50	-12,030.50
	Subtotal			46,627.00
Freight	Shipping Charges	1	2,113.48	2,113.48
Border 12"	12" Playground Border	58	45.00	2,610.00
ADAHalfRamp	Half Ramp	1	800.00	800.00
Payment for equipment items will be due within 30 days after the products ship.				

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

<b>Subtotal</b>	\$52,150.48
<b>Sales Tax (6.5%)</b>	\$0.00
<b>Total</b>	\$52,150.48

**Burke**  
PLAY THAT MOVES YOU!  
BURKE.COM • 800.366.1250

**ROSCOE EWING PARK**

PROPOSAL #: 127-178218-1



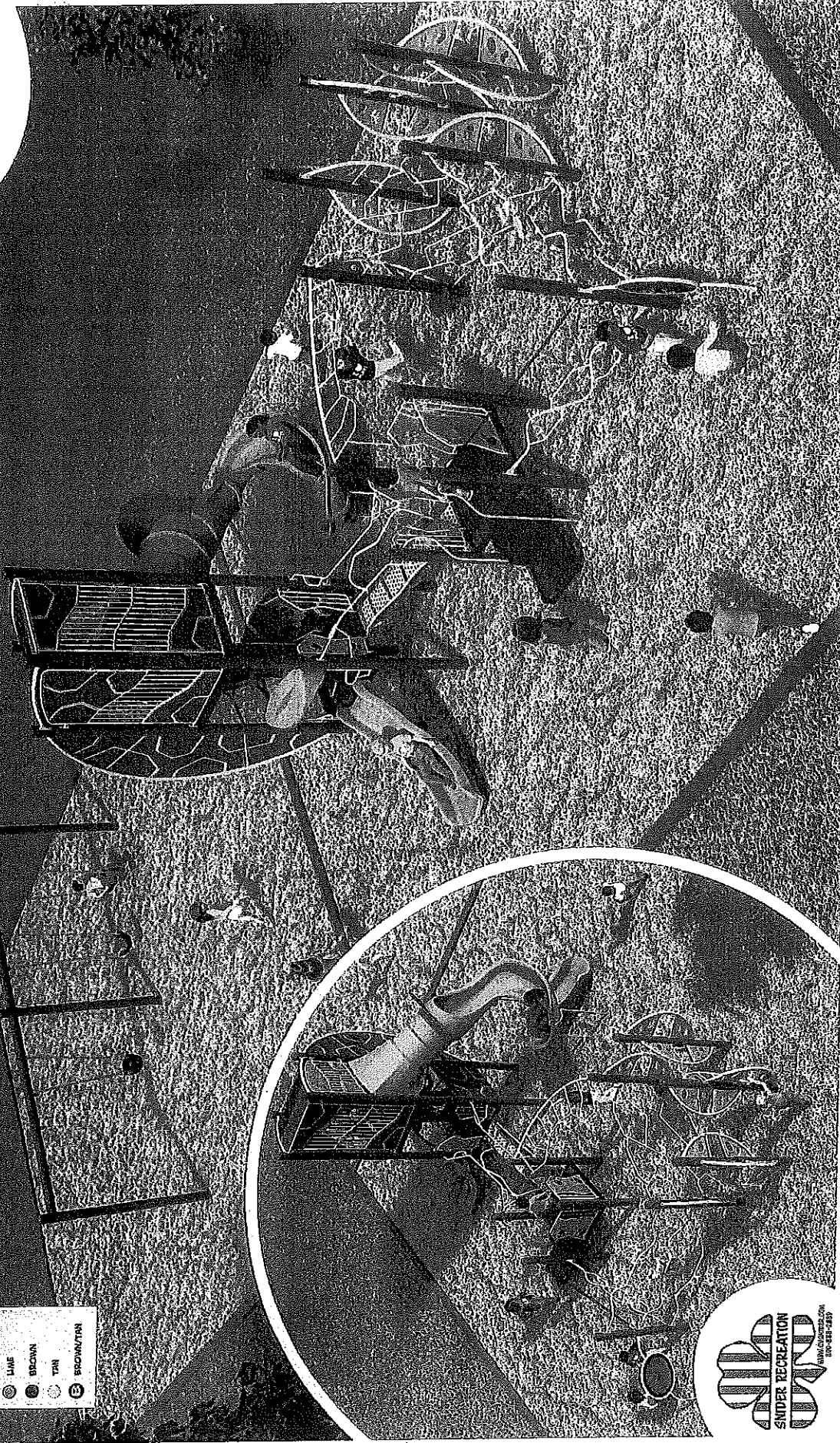
3D Designer: Petrica

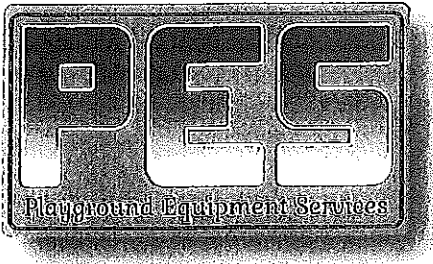
ROScoe EWING PARK

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BURKE.COM • 800.266.1230

**COLOR KEY**

	LINE
	BROWN
	TAN
	BROWN/TAN





11/1/2022

Roscoe Ewing Park – City of Medina

ATTN: Kurt Gehring

*REPAIR*

Quote:

- Supply (1) Parts Carton Stairs
- Supply (1) Stair STD 5' dk to t'bolt
- Supply (1) Triangle deck (attaches to 3 posts)
- Supply (2) Square deck (attaches to 4 posts)
- Supply (1) Suspension Bridge w/full barrier
- Supply (1) Step, KC TP BTM FPS Blu
- Supply (1) Deck, Transfer point assy fps
- Supply (1) parts carton KC TP FPS
- Supply (1) "L" Tube slide rockite

**TOTAL \$17,819.90**

*COST TO REPAIR EXISTING PLAYGROUND. INSTALLED 1997*

\*7145029 deck square attaches to 4 posts (includes clamps)

\*7145019 deck triangle attaches to 3 posts Mt II (includes clamps)

\*7148559 bridge 8' suspension between decks MT II (Bridge onsite no longer meets ASTM requirements with the chain handrails, need to update to new)

Prepared by:

Lisa Helmers

Operations Manager

Accepted by:

\_\_\_\_\_

2023 Carryforward  
RCA 24-046-2/12

Account	Carryforward Request
<b>Grand Total</b>	<b>14,522,180.12</b>
<b>001 GENERAL FUND</b>	<b>2,025,451.00</b>
<b>0101 POLICE DEPARTMENT</b>	<b>2,347.00</b>
001-0101-52215 POLICE - CONTRACTUAL SERVICE	(1,125.00)
001-0101-53321 POLICE - MAINT OF EQUIP	3,472.00
<b>0140 STREET LIGHTING</b>	<b>78,575.00</b>
001-0140-52212 ST LIGHTING-UTILITIES/COMMUNIC	68,575.00
001-0140-52213 ST LIGHTING-INSURANCE & TAXES	3,000.00
001-0140-53322 ST LIGHTING-MAINT OF FACILITY	7,000.00
<b>0210 CEMETERY</b>	<b>60,088.00</b>
001-0210-52212 CEMETERY - UTILITIES / COMMUNICATIONS	5,000.00
001-0210-52232 CEMETERY - EQUIPMENT RENTAL	800.00
001-0210-53314 CEMETERY - GASOLINE AND OIL	2,000.00
001-0210-53322 CEMETERY - MAINT OF FACILITIES	20,000.00
001-0210-54417 CEMETERY - VEHICLES	32,288.00
<b>0410 PLANNING/ZONING COMMISSION</b>	<b>111,236.00</b>
001-0410-50111 P&Z COMM - SALARIES & WAGES	10,000.00
001-0410-50112 P&Z COMM-OVERTIME	500.00
001-0410-50114 P&Z COMM - HOLIDAY	2,500.00
001-0410-50115 P&Z COMM - VACATION	3,500.00
001-0410-50116 P&Z COMM - SICK TIME	5,000.00
001-0410-50141 P&Z COMM - BDS & COMMISSIONS	500.00
001-0410-51121 P&Z COMM - EMPLOYEE RETIREMENT	500.00
001-0410-51126 P&Z COMM - MEDICARE	500.00
001-0410-51127 P&Z COMM - SOCIAL SECURITY / FICA	200.00
001-0410-51131 P&Z COMM - UNIFORM ALLOWANCE	300.00
001-0410-52211 P&Z COMM - EDUCATION / TRAVEL	2,000.00
001-0410-52212 P&Z COMM - UTIL / COMMUNICATIONS	2,000.00
001-0410-52213 P&Z COMM - INSURANCE AND TAXES	2,500.00
001-0410-52214 P&Z COMM - ADVERTISING EXPENSE	2,500.00
001-0410-52215 P&Z COMM - CONTRACTUAL SERVICES	50,000.00
001-0410-52225 P&Z COMM - LEGAL SERVICES	2,500.00
001-0410-52226 P&Z COMM - PROFESSIONAL SERVICES	17,236.00
001-0410-53311 P&Z COMM - OFFICE SUPPLIES	2,500.00
001-0410-53313 P&Z COMM - OPERATING SUPPLIES	1,000.00
001-0410-53314 P&Z COMM - GASOLINE AND OIL	2,500.00
001-0410-53315 P&Z COMM - TOOLS / MINOR EQUIPMENT	1,500.00
001-0410-53321 P&Z COMM - MAINT OF EQUIPMENT	1,500.00
<b>0420 SHADE TREE COMMISSION</b>	<b>131,436.00</b>
001-0420-52212 SHADE TREE - UTILITIES / COMMUNICATIONS	500.00
001-0420-52215 SHADE TREE- CONTRACTUAL SVC	10,000.00
001-0420-52226 SHADE TREE - PROF SVCS	250.00
001-0420-52232 SHADE TREE - RENTAL OF EQUIPMENT	2,000.00
001-0420-53313 SHADE TREE - OPERATING SUPPLIES	5,000.00
001-0420-53314 SHADE TREE - GASOLINE / OIL	4,000.00
001-0420-53315 SHADE TREE - TOOLS / MINOR EQUIPMENT	3,000.00
001-0420-53321 SHADE TREE - MAINT OF EQUIPMENT	8,000.00
001-0420-54411 SHADE TREE - LAND IMPROVEMENTS	3,000.00
001-0420-54417 SHADE TREE - VEHICLES	95,686.00
<b>0430 BUILDING INSP DEPARTMENT</b>	<b>295,864.00</b>

001-0430-50111	BLDG - SALARIES & WAGES	52,657.00
001-0430-50112	BLDG - OVERTIME	1,000.00
001-0430-50114	BLDG - HOLIDAY	1,633.00
001-0430-50115	BLDG - VACATION	17,477.00
001-0430-50116	BLDG - SICK TIME	8,840.00
001-0430-50117	BLDG - LONGEVITY	2,229.00
001-0430-51121	BLDG - EMPLOYEE RETIREMENT	10,000.00
001-0430-51126	BLDG - MEDICARE	706.00
001-0430-51131	BLDG - UNIFORM / CLOTHING ALLOWANC	2,000.00
001-0430-52211	BLDG - EDUCATION / TRAVEL	15,000.00
001-0430-52212	BLDG - UTILITIES / COMMUNICATIONS	14,940.00
001-0430-52213	BLDG - INSURANCE / TAXES	17,420.00
001-0430-52214	BLDG - ADVERTISING EXPENSES	1,400.00
001-0430-52215	BLDG - CONTRACTUAL SERVICES	23,851.00
001-0430-52226	BLDG - PROF SVCS	20,809.00
001-0430-53311	BLDG - OFFICE SUPPLIES	8,000.00
001-0430-53313	BLDG - OPERATING SUPPLIES	1,200.00
001-0430-53314	BLDG - GASOLINE / OIL	7,200.00
001-0430-53315	BLDG - TOOLS / MINOR EQUIPMENT	9,331.00
001-0430-53321	BLDG - MAINT OF EQUIPMENT	13,999.00
001-0430-54417	BLDG - VEHICLES	64,732.00
001-0430-56612	BLDG - REFUNDS	1,500.00
<b>0701 COUNCIL</b>		<b>23,437.00</b>
001-0701-51126	COUNCIL - MEDICARE	2,000.00
001-0701-51129	COUNCIL - MISC PERSONAL SERVICES	2,000.00
001-0701-52211	COUNCIL - EDUCATION / TRAVEL	2,000.00
001-0701-52214	COUNCIL - ADVERTISING EXPENSES	4,000.00
001-0701-52215	COUNCIL - CONTRACTUAL SVCS	1,007.00
001-0701-53311	COUNCIL - OFFICE SUPPLIES	430.00
001-0701-53313	COUNCIL - OPERATING SUPPLIES	1,000.00
001-0701-53315	COUNCIL - TOOLS / MINOR EQUIP	1,000.00
001-0701-53321	COUNCIL - MAINT OF EQUIPMENT	10,000.00
<b>0702 MAYOR</b>		<b>5,000.00</b>
001-0702-52212	MAYOR - UTILITIES / COMMUNICATIONS	1,000.00
001-0702-52215	MAYOR-CONTRACTUAL SVCS	3,000.00
001-0702-52226	MAYOR - PROFESSIONAL SVCS	250.00
001-0702-53311	MAYOR - OFFICE SUPPLIES	500.00
001-0702-53313	MAYOR - OPERATING SUPPLIES	250.00
<b>0703 FINANCE DEPARTMENT</b>		<b>84,786.00</b>
001-0703-50111	FINANCE - SALARIES & WAGES	5,686.00
001-0703-50112	FINANCE - OVERTIME	20,000.00
001-0703-50114	FINANCE - HOLIDAY	1,000.00
001-0703-50115	FINANCE - VACATION	5,000.00
001-0703-50116	FINANCE - SICK TIME	1,000.00
001-0703-51121	FINANCE - EMPLOYEE RETIREMENT	6,000.00
001-0703-51125	FINANCE - OTH INSURANCE BENEFITS	2,000.00
001-0703-51126	FINANCE - MEDICARE	2,000.00
001-0703-52211	FINANCE - EDUCATION / TRAVEL	1,000.00
001-0703-52213	FINANCE - INSURANCE / TAXES	500.00
001-0703-52215	FINANCE - CONTRACTUAL SVCS	25,000.00
001-0703-52226	FINANCE - PROFESSIONAL SVCS	100.00
001-0703-53313	FINANCE - OPERATING SUPPLIES	500.00

001-0703-53315	FINANCE - TOOLS / MINOR EQUIPMENT	10,000.00
001-0703-53321	FINANCE - MAINT OF EQUIPMENT	5,000.00
<b>0704</b>	<b>LAW DEPARTMENT</b>	<b>52,737.00</b>
001-0704-52211	LAW - EDUCATION AND TRAVEL	5,000.00
001-0704-52215	LAW - CONTRACTUAL SERVICES	5,000.00
001-0704-52225	LAW - LEGAL SERVICES	10,237.00
001-0704-52226	LAW - PROFESSIONAL SERVICES	25,000.00
001-0704-53313	LAW - OPERATING SUPPLIES	500.00
001-0704-53321	LAW - MAINT OF EQUIPMENT	7,000.00
<b>0705</b>	<b>MUNICIPAL COURT</b>	<b>440,571.00</b>
001-0705-50111	MUNI CT - SALARIES & WAGES	340,821.00
001-0705-50112	MUNI CT - OVERTIME	3,000.00
001-0705-50114	MUNI CT - HOLIDAY	5,000.00
001-0705-50117	MUNI CT - LONGEVITY	1,000.00
001-0705-51121	MUNI CT - EMPLOYEE RETIREMENT	2,000.00
001-0705-51125	MUNI CT - OTH INSURANCE BENEFITS	500.00
001-0705-51129	MUNI CT - MISC PERSONAL SERVICES	250.00
001-0705-52211	MUNI CT - EDUCATION & TRAVEL	4,000.00
001-0705-52212	MUNI CT - UTILITIES / COMMUNICATIONS	10,000.00
001-0705-52213	MUNI CT - INSURANCE AND TAXES	2,000.00
001-0705-52226	MUNI CT - PROFESSIONAL SERVICES	35,000.00
001-0705-53313	MUNI CT - OPERATING SUPPLIES	5,000.00
001-0705-53315	MUNI CT - TOOLS / MINOR EQUIPMENT	10,000.00
001-0705-53321	MUNI CT - MAINT OF EQUIPMENT	22,000.00
<b>0707</b>	<b>GENERAL ADMINISTRATION</b>	<b>46,000.00</b>
001-0707-51129	GEN ADM - MISC PERSONAL SVCS	5,000.00
001-0707-52226	GEN ADM-PROFESSIONAL SERVICES	10,000.00
001-0707-52234	GEN ADM-RENTAL OF FACILITIES	1,000.00
001-0707-53321	GEN ADM-MAINT OF EQUIPMENT	30,000.00
<b>0708</b>	<b>CASH CONTROL</b>	<b>20,617.00</b>
001-0708-50111	CASH CONTROL - SALARIES & WAGES	3,117.00
001-0708-50112	CASH CONTROL - OVERTIME	500.00
001-0708-51121	CASH CONTROL-EMP RETIREMENT	1,000.00
001-0708-51126	CASH CONTROL-MEDICARE	500.00
001-0708-52213	CASH CONTROL-INSURANCE & TAXES	500.00
001-0708-52215	CASH CONTROL-CONTRACTUAL SERV	15,000.00
<b>0710</b>	<b>CLERK MUNICIPAL COURT</b>	<b>294,530.00</b>
001-0710-50111	MUNI CT CLERK - SALARIES & WAGES	131,980.00
001-0710-50112	MUNI CT CLERK - OVERTIME	20,000.00
001-0710-50114	MUNI CT CLERK - HOLIDAY	10,000.00
001-0710-50116	MUNI CT CLERK-SICK TIME	6,000.00
001-0710-50117	MUNI CT CLERK-LONGEVITY	(1,300.00)
001-0710-51124	MUNI CT CLERK-UNEMPLOYMENT COMPENSAT	2,000.00
001-0710-51125	MUNI CT CLERK-INSURANCE BENEFITS	350.00
001-0710-51131	MUNI CT CLERK-UNIFORMS	1,000.00
001-0710-52213	MUNI CT CLERK-INSURANCE & TAXES	1,000.00
001-0710-52232	MUNI CT CLERK-RENTAL OF EQUIPMENT	5,000.00
001-0710-53311	MUNI CT CLERK-OFFICE SUPPLIES	115,000.00
001-0710-53313	MUNI CT CLERK-OPERATING SUPPLIES	2,500.00
001-0710-53315	MUNI CT CLERK-TOOLS/MINOR EQUIP	1,000.00
<b>0723</b>	<b>CIVIL SERVICE COMMISSION</b>	<b>9,086.00</b>
001-0723-50112	CSC - OVERTIME	500.00



001-0723-52214	CSC-ADVERTISING EXPENSE	4,200.00
001-0723-52215	CSC-CONTRACTUAL SERVICES	4,000.00
001-0723-53321	CSC-MAINT OF EQUIPMENT	386.00
<b>0741</b>	<b>SERVICE DIRECTOR OFFICE</b>	<b>19,704.00</b>
001-0741-52214	SVC DIR-ADVERTISING EXPENSE	1,500.00
001-0741-52215	SVC DIR-CONTRACTUAL SERVICES	2,500.00
001-0741-52226	SVC DIR-PROFESSIONAL SERVICES	250.00
001-0741-53313	SVC DIR-OPERATING SUPPLIES	4,000.00
001-0741-53314	SVC DIR-GASOLINE AND OIL	2,350.00
001-0741-53315	SVC DIR-TOOLS/MINOR EQUIPMENT	3,500.00
001-0741-53321	SVC DIR-MAINT OF EQUIPMENT	4,000.00
001-0741-53322	SVC DIR-MAINT OF FACILITIES	1,604.00
<b>0742</b>	<b>ENGINEERING</b>	<b>167,822.00</b>
001-0742-50111	ENG - SALARIES & WAGES	50,000.00
001-0742-50112	ENG - OVERTIME	40,000.00
001-0742-50114	ENG - HOLIDAY	3,000.00
001-0742-50117	ENG-LONGEVITY	2,000.00
001-0742-51121	ENG-EMPLOYEE RETIREMENT	10,000.00
001-0742-51126	ENG-MEDICARE	1,000.00
001-0742-52213	ENG-INSURANCE AND TAXES	3,000.00
001-0742-52224	ENG-ENGINEERING SERVICES	6,822.00
001-0742-52226	ENG-PROFESSIONAL SERVICES	2,000.00
001-0742-54417	ENG-VEHICLE	50,000.00
<b>0743</b>	<b>PUBLIC BUILDING MAINTENANCE</b>	<b>132,942.00</b>
001-0743-50111	PBLC BLDG - SALARIES & WAGES	15,500.00
001-0743-50112	PBLC BLDG - OVERTIME	3,000.00
001-0743-51131	PBLC BLDG-UNIFORM/CLOTHING	2,000.00
001-0743-52215	PBLC BLDG-CONTRACTUAL SERVICES	8,000.00
001-0743-52232	PBLC BLDG-RENTAL OF EQUIPMENT	8,942.00
001-0743-53313	PBLC BLDG-OPERATING SUPPLIES	22,000.00
001-0743-53315	PBLC BLDG-TOOLS/MINOR EQUIP	12,000.00
001-0743-53321	PBLC BLDG-MAINT OF EQUIPMENT	4,000.00
001-0743-53322	PBLC BLDG-MAINT OF FACILITIES	35,000.00
001-0743-54413	PBLC BLDG-EQUIPMENT	15,000.00
001-0743-54414	PBLC BLDG-STREET RESURFACING	7,500.00
<b>0748</b>	<b>ECONOMIC DEVELOPMENT</b>	<b>48,673.00</b>
001-0748-50111	ECON DEV - SALARIES & WAGES	5,673.00
001-0748-50112	ECON DEV - OVERTIME	500.00
001-0748-50116	ECON DEV-SICK TIME	5,000.00
001-0748-51121	ECON DEV-EMPLOYEE RETIREMENT	10,000.00
001-0748-52211	ECON DEV-EDUCATION/TRAVEL	5,000.00
001-0748-52212	ECON DEV-UTILITIES/COMMUNICAT	1,000.00
001-0748-52213	ECON DEV-INSURANCE & TAXES	1,000.00
001-0748-52214	ECON DEV-LEGAL ADVERTISING	5,000.00
001-0748-52215	ECON DEV-CONTRACTUAL SERVICES	5,000.00
001-0748-52225	ECON DEV-LEGAL SERVICES	5,000.00
001-0748-52226	ECON DEV-PROFESSIONAL SERVICE	1,000.00
001-0748-53311	ECON DEV-OFFICE SUPPLIES	1,000.00
001-0748-53313	ECON DEV-OPERATING SUPPLIES	1,000.00
001-0748-53315	ECON DEV-TOOLS/MINOR EQUIP	1,500.00
001-0748-53321	ECON DEV-MAINT OF EQUIPMENT	1,000.00
<b>102</b>	<b>STREET M&amp;R FUND</b>	<b>650,713.00</b>

<b>0145 TRAFFIC CONTROL</b>	<b>43,347.00</b>
102-0145-52215 TRAFFIC CONT-CONTRACTUAL SERV	5,000.00
102-0145-53313 TRAFFIC CONT-OPERATING SUPPLIES	10,347.00
102-0145-53315 TRAFFIC CONT-TOOLS/MINOR EQUIP	10,000.00
102-0145-53321 TRAFFIC CONT-MAINT OF EQUIP	8,000.00
102-0145-53322 TRAFFIC CONT-MAINT OF FACILITY	10,000.00
<b>0190 WEIGH STATION</b>	<b>3,208.00</b>
102-0190-52212 WEIGH STATION-UTILITIES/COMMUNICATIONS	2,000.00
102-0190-52215 WEIGH STATION-CONTRACTUAL SVCS	1,000.00
102-0190-53321 WEIGH STATION-MAINT OF EQUIPMENT	208.00
<b>0545 LEAF COLLECTION</b>	<b>104,888.00</b>
102-0545-50111 LEAF PRGM - SALARIES & WAGES	20,000.00
102-0545-50112 LEAF PRGM - OVERTIME	5,000.00
102-0545-53313 LEAF PRGM-OPERATING SUPPLIES	2,000.00
102-0545-53315 LEAF PRGM-TOOLS/MINOR EQUIP	3,000.00
102-0545-53321 LEAF PRGM-MAINT OF EQUIPMENT	35,000.00
102-0545-54417 LEAF PRGM-VEHICLE	39,888.00
<b>0610 STREET MAINTENANCE/REPAIR</b>	<b>84,171.00</b>
102-0610-52212 ST REPAIR-UTILITIES/COMMUNICATION	3,000.00
102-0610-52215 ST REPAIR-CONTRACTUAL SERVICES	2,671.00
102-0610-52232 ST REPAIR-RENTAL OF EQUIPMENT	4,000.00
102-0610-53311 ST REPAIR-OFFICE SUPPLIES	2,000.00
102-0610-53313 ST REPAIR-OPERATING SUPPLIES	35,000.00
102-0610-53315 ST REPAIR-TOOLS/MINOR EQUIP	7,500.00
102-0610-53321 ST REPAIR-MAINT OF EQUIPMENT	30,000.00
<b>0615 STREET CLEANING</b>	<b>235,821.00</b>
102-0615-50111 ST CLEANING - SALARIES & WAGES	10,821.00
102-0615-50112 ST CLEANING - OVERTIME	15,000.00
102-0615-52215 ST CLEANING-CONTRACTUAL SVC	15,000.00
102-0615-53312 ST CLEANING-CHEMICALS	75,000.00
102-0615-53313 ST CLEANING-OPERATING SUPPLIES	10,000.00
102-0615-53315 ST CLEANING-TOOLS/MINOR EQUIP	10,000.00
102-0615-53321 ST CLEANING-MAINT OF EQUIPMENT	100,000.00
<b>0620 STORM SEWER MAINTENANCE</b>	<b>179,278.00</b>
102-0620-52234 STRM SWR-RENTAL OF FACILITIES	2,500.00
102-0620-53313 STRM SWR-OPERATING SUPPLIES	50,000.00
102-0620-53315 STRM SWR-TOOLS/MINOR EQUIPMENT	11,778.00
102-0620-53319 STRM SWR - STRM SWR MAINTENANCE	80,000.00
102-0620-53321 STRM SWR-MAINT OF EQUIPMENT	25,000.00
102-0620-53322 STRM SWR-MAINT OF FACILITIES	10,000.00
<b>103 STATE HIGHWAY FUND</b>	<b>79,645.00</b>
<b>0610 STREET MAINTENANCE/REPAIR</b>	<b>79,645.00</b>
103-0610-50111 ST HWY - SALARIES & WAGES	79,645.00
<b>104 PARKS &amp; RECREATION FUND</b>	<b>500,110.00</b>
<b>0301 PARK MAINTENANCE</b>	<b>242,676.00</b>
104-0301-52212 PK MAINT-UTILIT/COMMUNICATIONS	9,000.00
104-0301-52215 PK MAINT-CONTRACTUAL SERVICES	6,000.00
104-0301-52226 PK MAINT-PROFESSIONAL SERVICES	4,000.00
104-0301-52234 PK MAINT-RENTAL OF FACILITIES	7,000.00
104-0301-53313 PK MAINT-OPERATING SUPPLIES	2,000.00
104-0301-53314 PK MAINT-GASOLINE AND OIL	4,000.00
104-0301-53321 PK MAINT-MAINT OF EQUIPMENT	10,000.00

104-0301-53322	PK MAINT-MAINT OF FACILITIES	10,000.00
104-0301-54412	PK MAINT-BLDGS & STRUCTURES	95,676.00
104-0301-54413	PK MAINT-EQUIPMENT	60,000.00
104-0301-54417	PK MAINT-VEHICLES	35,000.00
<b>0303</b>	<b>MUNICIPAL POOL</b>	<b>29,716.00</b>
104-0303-52212	SPLASHPADS - UTILITIES/COMMUNICATIONS	1,000.00
104-0303-52215	SPLASHPADS - CONTRACTUAL SERVICES	5,000.00
104-0303-53312	SPLASHPADS - CHEMICALS	5,000.00
104-0303-53313	SPLASHPADS - OPERATING SUPPLIES	1,000.00
104-0303-53315	SPLASHPADS - TOOLS/MINOR EQUIPMENT	5,000.00
104-0303-53321	SPLASHPADS - MAINT OF EQUIPMENT	5,000.00
104-0303-53322	SPLASHPADS - MAINT OF FACILITIES	7,716.00
<b>0305</b>	<b>UPTOWN PARK MAINTENANCE</b>	<b>103,338.00</b>
104-0305-50111	UPTOWN PK - SALARIES & WAGES	5,000.00
104-0305-50112	UPTOWN PK - OVERTIME	5,000.00
104-0305-51121	UPTOWN PK-EMPLOYEE RETIREMENT	1,500.00
104-0305-51126	UPTOWN PK-MEDICARE	150.00
104-0305-52215	UPTOWN PK-CONTRACTUAL SERVICES	5,688.00
104-0305-53313	UPTOWN PK-OPERATING SUPPLIES	5,000.00
104-0305-53315	UPTOWN PK-TOOLS/MINOR EQUIP	1,000.00
104-0305-53322	UPTOWN PK-MAINT OF FACILITIES	80,000.00
<b>0309</b>	<b>SPORT FIELD MAINTENANCE</b>	<b>123,190.00</b>
104-0309-52212	SPORT FIELD MAINT-UTILITIES/COMMUNICAT	15,000.00
104-0309-52215	SPORT FIELD MAINT-CONTRACTUAL SERVICES	18,190.00
104-0309-53315	SPORT FIELD MAINT-TOOLS/MINOR EQUIPMEN	5,000.00
104-0309-53321	SPORT FIELD MAINT-MAINT OF EQUIPMENT	5,000.00
104-0309-53322	SPORT FIELD MAINT-MAINT OF FACILITIES	20,000.00
104-0309-54411	FIELD MAINT-LAND IMPROVEMENTS	20,000.00
104-0309-54412	FIELD MAINT-BLDGS/STRUCTURES	30,000.00
104-0309-54413	FIELD MAINT-EQUIPMENT	10,000.00
<b>0310</b>	<b>OPEN SPACE #1</b>	<b>1,190.00</b>
104-0310-52215	9/11 MEMORIAL-CONTRACTUAL SVCS	1,190.00
<b>105</b>	<b>LOCAL LICENSE FEE FUND</b>	<b>1,110,075.00</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>1,110,075.00</b>
105-0610-54413	LOCAL LICENSE-EQUIPMENT	710,075.00
105-0610-54417	LOCAL LICENSE-VEHICLES	400,000.00
<b>106</b>	<b>POLICE SPECIAL FUND</b>	<b>1,768,726.00</b>
<b>0101</b>	<b>POLICE DEPARTMENT</b>	<b>1,402,002.00</b>
106-0101-50111	POLICE - SALARIES & WAGES	200,000.00
106-0101-50112	POLICE - OVERTIME	70,000.00
106-0101-50114	POLICE - HOLIDAY	30,000.00
106-0101-50115	POLICE-VACATION	60,000.00
106-0101-50116	POLICE-SICK TIME	15,000.00
106-0101-50117	POLICE-LONGEVITY	10,000.00
106-0101-50118	POLICE-SHIFT PREMIUM	5,000.00
106-0101-51121	POLICE-EMPLOYEE RETIREMENT	5,000.00
106-0101-51126	POLICE-MEDICARE	10,000.00
106-0101-51131	POLICE-UNIFORM/CLOTHING ALLOWANCE	30,000.00
106-0101-52211	POLICE-EDUCATION/TRAVEL	50,000.00
106-0101-52212	POLICE-UTILITIES/COMMUNICATIONS	40,000.00
106-0101-52213	POLICE-INSURANCE/TAXES	30,000.00
106-0101-52215	POLICE-CONTRACTUAL SERVICES	25,000.00

106-0101-52226	POLICE-PROFESSIONAL SERVICES	50,000.00
106-0101-53311	POLICE-OFFICE SUPPLIES	15,000.00
106-0101-53313	POLICE-OPERATING SUPPLIES	5,000.00
106-0101-53314	POLICE-GASOLINE/OIL	50,000.00
106-0101-53315	POLICE-TOOLS/MINOR EQUIPMENT	102,202.00
106-0101-53321	POLICE-MAINT OF EQUIPMENT	75,000.00
106-0101-53322	POLICE-MAINT OF FACILITIES	50,000.00
106-0101-54413	POLICE-EQUIPMENT	274,800.00
106-0101-54417	POLICE-VEHICLES	200,000.00
<b>0102</b>	<b>POLICE COMMUNICATIONS</b>	<b>366,724.00</b>
106-0102-50111	MPD COMM CTR - SALARIES & WAGES	75,000.00
106-0102-50112	MPD COMM CTR - OVERTIME	75,000.00
106-0102-50114	MPD COMM CTR - HOLIDAY TIME	10,000.00
106-0102-50115	MPD COMM CTR-VACATION	10,000.00
106-0102-50116	MPD COMM CTR-SICK TIME	10,000.00
106-0102-50117	MPD COMM CTR-LONGEVITY	5,000.00
106-0102-50118	MPD COMM CTR-SHIFT PREMIUM	6,500.00
106-0102-51121	MPD COMM CT-EMPLOYEE RETIREMENT	10,000.00
106-0102-51126	MPD COMM CTR-MEDICARE	20,000.00
106-0102-51131	MPD COMM CTR-UNIFORM	5,000.00
106-0102-52211	MPD COMM CTR-EDUCATION/TRAVEL	20,000.00
106-0102-52212	MPD COMM CTR-UTILITIES	25,767.60
106-0102-52213	MPD COMM CTR-INS/TAXES	10,000.00
106-0102-52215	MPD COMM CTR-CONTRACTURAL SVCS	955.60
106-0102-52226	MPD COMM CTR-PROF SVCS	40,000.00
106-0102-53311	MPD COMM CTR-OFC SUPPLIES	3,000.80
106-0102-53313	MPD COMM CTR-OPERATING SUPPLIES	500.00
106-0102-53315	MPD COMM CTR-TOOLS/MINOR EQP	10,000.00
106-0102-53321	MPD COMM CTR-MAINT OF EQUIP	20,000.00
106-0102-54413	MPD COMM CTR-EQUIPMENT	10,000.00
<b>107</b>	<b>FIRE SPECIAL FUND</b>	<b>412,085.00</b>
<b>0110</b>	<b>FIRE DEPARTMENT</b>	<b>412,085.00</b>
107-0110-50111	FIRE - SALARIES & WAGES	86,085.00
107-0110-50112	FIRE - OVERTIME	18,000.00
107-0110-51125	FIRE-OTHER INSURANCE BENEFITS	4,000.00
107-0110-51127	FIRE-SOCIAL SECURITY/FICA	2,000.00
107-0110-51131	FIRE-UNIFORM/CLOTHING ALLOW	3,000.00
107-0110-52211	FIRE-EDUCATION/TRAVEL	15,000.00
107-0110-52212	FIRE-UTILITIES/COMMUNICATIONS	8,000.00
107-0110-52215	FIRE-CONTRACTUAL SERVICES	10,000.00
107-0110-52226	FIRE-PROFESSIONAL SERVICES	50,000.00
107-0110-53311	FIRE-OFFICE SUPPLIES	1,000.00
107-0110-53313	FIRE-OPERATING SUPPLIES	40,000.00
107-0110-53314	FIRE-GASOLINE/OIL	10,000.00
107-0110-53315	FIRE-TOOLS/MINOR EQUIPMENT	35,000.00
107-0110-53321	FIRE-MAINT OF EQUIPMENT	90,000.00
107-0110-53322	FIRE-MAINT OF FACILITIES	40,000.00
<b>108</b>	<b>STORMWATER/STREET FUND</b>	<b>2,020,842.49</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>2,015,707.00</b>
108-0610-52214	ST REPAIR-ADVERTISING EXPENSE	5,000.00
108-0610-52215	ST REPAIR-CONTRACTUAL SVC	15,000.00
108-0610-53311	ST REPAIR-OFFICE SUPPLIES	1,000.00

108-0610-53321	ST REPAIR - MAINT OF EQUIPMENT	15,000.00
108-0610-54411	ST REPAIR-LAND/IMPROVEMENTS	979,707.00
108-0610-54414	ST REPAIR-ST RESURFACE/BRIDGES	1,000,000.00
<b>0668</b>	<b>GENERAL-ST/STRM SEWER</b>	<b>4,486.00</b>
108-0668-52215	ST/STRM SEWER-CONTRACT SVCS	500.00
108-0668-54411	GEN-ST/STRM SEWER-LAND/IMPROVEMENTS	3,986.00
<b>0676</b>	<b>CMAQ-SIGNAL PROJECT</b>	<b>649.49</b>
108-0676-54414	ST RECONSTRUCTION - W SMITH RD PH 4 - PID	649.49
<b>109</b>	<b>GRANTS FUND</b>	<b>184,421.36</b>
<b>0631</b>	<b>city hall workout room</b>	<b>11,000.00</b>
109-0631-53315	CITY HALL WORK OUT ROOM - TOOLS / MINOR	11,000.00
<b>0705</b>	<b>MUNICIPAL COURT</b>	<b>132,902.57</b>
109-0705-50111	PROB SUPER - SALARIES & WAGES	76,432.62
109-0705-50114	PROB SUPER - HOLIDAY TIME	4,443.44
109-0705-50115	PROB SUPER-VACATION TIME	1,791.03
109-0705-50116	PROB SUPER-SICK TIME	5,203.89
109-0705-50117	PROB SUPER-LONGEVITY	680.00
109-0705-51121	PROB SUPER-EMPLOYEE RETIREMNT	10,427.01
109-0705-51122	PROB SUPER-HOSPITALIZATION	13,316.46
109-0705-51123	PROB SUPER-WORKERS COMPENSAT	1,291.00
109-0705-51126	PROB SUPER-MEDICARE	1,662.42
109-0705-51131	PROB SUPER - UNIFORM / CLOTHING	6,244.00
109-0705-52211	PROB SUPER-EDUCATION/TRAVEL	1,309.10
109-0705-53315	PROB SUPER-TOOLS/EQUIPMENT	10,101.60
<b>0757</b>	<b>- VETERANS GRANT</b>	<b>40,518.79</b>
109-0757-50111	- VETERANS COURT - SALARIES & WAGES	16,832.36
109-0757-50114	- VETERANS COURT - HOLIDAY	885.60
109-0757-50115	- VETERANS COURT - VACATION	1,999.00
109-0757-50116	- VETERANS COURT - SICK	992.85
109-0757-51121	- VETERANS COURT - EMPLOYEE RETIREMENT	5,141.36
109-0757-51122	- VETERANS COURT - EMPLOYEE HOSPITALIZA	9,629.01
109-0757-51123	- VETERANS COURT - WORKERS COMPENSATI	594.00
109-0757-51126	- VETERANS COURT - MEDICARE	407.23
109-0757-51129	- VETERANS COURT - PERSONAL SERVICES	850.94
109-0757-52226	- VETERANS COURT - PROFESSIONAL SVCS	2,186.44
109-0757-53313	- VETERANS COURT - OPERATING SUPPLIES	1,000.00
<b>115</b>	<b>CNTY LOCAL LICENSE FEE FUND</b>	<b>169,461.00</b>
<b>0610</b>	<b>STREET MAINTENANCE/REPAIR</b>	<b>169,461.00</b>
115-0610-53313	ST REPAIR-OPERATING SUPPLIES	69,461.00
115-0610-53315	ST REPAIR-TOOLS/MINOR EQUIP	50,000.00
115-0610-53321	ST REPAIR-MAINT OF EQUIPMENT	50,000.00
<b>125</b>	<b>CDBG ALLOCATION-CFDA 14.228</b>	<b>145,468.12</b>
<b>0452</b>	<b>23 cdbg allocation grant</b>	<b>145,468.12</b>
125-0452-50111	SALARIES / WAGES - PY23 ALLOCATION	39,886.61
125-0452-51121	EMPLOYEE RETIREMENT - PY23 ALLOCATION	4,037.55
125-0452-51126	MEDICARE - PY23 ALLOCATION	543.96
125-0452-52215	CONTRACTUAL SVCS - PY23 ALLOCATION	101,000.00
<b>126</b>	<b>POLICE &amp; FIRE DISABILITY/PENS</b>	<b>3,500.00</b>
<b>0120</b>	<b>POLICE PENSION</b>	<b>3,500.00</b>
126-0120-52213	POL PENS-INSURANCE AND TAXES	3,500.00
<b>129</b>	<b>OHIO HOUSING TRUST FUND</b>	<b>18,000.00</b>
<b>0462</b>	<b>PY22 OHTF STATE GRANT</b>	<b>18,000.00</b>

129-0462-52215	CONTRACTUAL SVCS - PY22 OHTF STATE GRANT	18,000.00
<b>135</b>	<b>EMERGENCY MEDICAL SVC FUND</b>	<b>5,505.00</b>
0130	EMERGENCY MEDICAL SERVICE	5,505.00
135-0130-52215	EMS-CONTRACTUAL SERVICES	5,505.00
<b>137</b>	<b>CHIP REVOLVING LOAN FUND</b>	<b>55,569.72</b>
0406	CHIP RLF	55,569.72
137-0406-52215	CONTRACTUAL SVCS-CHIP RLF	55,569.72
<b>138</b>	<b>CDBG-CHIP CFDA 14.228</b>	<b>24,579.90</b>
0460	PY20 FEDERAL GRANTS	50.00
138-0460-52215	CONTRACTUAL SVCS - PY20 CDBG - CHIP	50.00
0462	PY22 CDBG AND OHTF STATE GRANT	24,529.90
138-0462-50111	SALARIES & WAGES - PY22 CDBG - CHIP	263.36
138-0462-51121	EMPLOYEE RETIREMENT - PY22 CDBG - CHIP	125.00
138-0462-51123	WORKERS COMP - PY22 CDBG - CHIP	100.00
138-0462-51126	MEDICARE - PY22 CDBG - CHIP	89.80
138-0462-52211	EDUCATION / TRAVEL - PY22 CDBG - CHIP	100.00
138-0462-52214	LEGAL ADS - PY22 CDBG - CHIP	766.74
138-0462-52215	CONTRACTUAL SVCS - PY22 CDBG - CHIP	23,075.00
138-0462-53311	OFFICE SUPPLIES - PY22 CDBG - CHIP	20.00
<b>139</b>	<b>HOME-CHIP CFDA 14.239</b>	<b>60,987.00</b>
0462	PY22 OHTF STATE GRANT	60,987.00
139-0462-52215	CONTRACTUAL SVCS - PY22 HOME - CHIP	60,987.00
<b>143</b>	<b>ECON DEV-INCOME TAX</b>	<b>65,367.00</b>
0748	ECONOMIC DEVELOPMENT	65,367.00
143-0748-50111	ECON DEV - SALARIES AND WAGES	15,000.00
143-0748-50114	ECON DEV - HOLIDAY	500.00
143-0748-50115	ECON DEV - VACATION	500.00
143-0748-52211	ECON DEV-EDUCATION/TRAVEL	2,000.00
143-0748-52214	ECON DEV-ADVERTISING	38,367.00
143-0748-52225	ECON DEV-LEGAL SERVICES	3,000.00
143-0748-53311	ECON DEV - OFFICE SUPPLIES	1,000.00
143-0748-53321	ECON DEV - MAINT OF EQUIP	5,000.00
<b>144</b>	<b>CABLE TV FUND</b>	<b>250,871.00</b>
0730	CABLE TV	250,871.00
144-0730-50111	CABLE TV - SALARIES & WAGES	25,000.00
144-0730-50112	CABLE TV - OVERTIME	50,000.00
144-0730-50114	CABLE TV - HOLIDAY TIME	2,000.00
144-0730-50115	CABLE TV-VACATION TIME	10,000.00
144-0730-52211	CABLE TV-EDUCATION & TRAVEL	1,000.00
144-0730-52212	CABLE TV-UTILITIES/COMMUNICATIONS	1,000.00
144-0730-52213	CABLE TV-INSURANCE AND TAXES	1,500.00
144-0730-52214	CABLE TV-LEGAL ADVERTISING	500.00
144-0730-52215	CABLE TV-CONTRACTUAL SERVICES	24,271.00
144-0730-52226	CABLE TV-PROFESSIONAL SERVICES	500.00
144-0730-53311	CABLE TV-OFFICE SUPPLIES	10,000.00
144-0730-53313	CABLE TV-OPERATING SUPPLIES	15,000.00
144-0730-53314	CABLE TV-GASOLINE AND OIL	100.00
144-0730-53315	CABLE TV-TOOLS & EQUIPMENT	50,000.00
144-0730-53321	CABLE TV - MAINTENANCE OF EQUIPMENT	5,000.00
144-0730-54413	CABLE TV-EQUIPMENT	55,000.00
<b>145</b>	<b>RAILROAD RENOVATION FUND</b>	<b>84,202.00</b>
0630	RAILROAD RENOVATION	84,202.00

145-0630-52212	R/R-UTILITY & COMMUNICATIONS	10,000.00
145-0630-52213	RR-INSURANCE/TAXES	20,000.00
145-0630-52215	RR-CONTRACTUAL SERVICES	20,000.00
145-0630-54411	R/R-LAND IMPROVEMENTS	34,202.00
<b>147</b>	<b>FEDERAL AIRPORT GRANT FUND</b>	<b>150,000.00</b>
0659	FY15-20 AIRPORT	150,000.00
147-0659-56615	ADVANCE OUT - FY20 AIRPORT	150,000.00
<b>151</b>	<b>FED EQUITABLE SHARING PROG CFD</b>	<b>4,153.00</b>
0101	POLICE DEPARTMENT	4,153.00
151-0101-53313	OPERATING - FED EQUITABLE SHARING	4,153.00
<b>152</b>	<b>POLICE TRAINING FUND</b>	<b>9,314.00</b>
0101	POLICE DEPARTMENT	9,314.00
152-0101-52211	EDUCATION-POLICE OPOTA TRAINING	9,314.00
<b>157</b>	<b>PRE-TRIAL DRUG TESTING</b>	<b>10,000.00</b>
0705	MUNICIPAL COURT	10,000.00
157-0705-52226	PRE-TRIAL DRUG TESTING - PROFESSIONAL SE	8,000.00
157-0705-53313	PRE-TRIAL DRUG TESTING - OPERATING SUPPLI	1,000.00
157-0705-53321	PRE-TRIAL DRUG TESTING - MAINT OF EQUIPM	1,000.00
<b>159</b>	<b>PRESENTENCE INVESTIGATIONS FEE</b>	<b>10,122.00</b>
0705	MUNICIPAL COURT	10,122.00
159-0705-50111	PRESENTENCE INVESTIGATIONS - SALARIES &	3,022.00
159-0705-51121	PRESENTENCE INVESTIGATIONS - EMPLOYEE T	500.00
159-0705-51126	PRESENTENCE INVESTIGATIONS - MEDICARE	100.00
159-0705-52226	PRESENTENCE INVESTIGATIONS - PROFESSIOI	500.00
159-0705-53313	PRESENTENCE INVESTIGATIONS - OPERATING	500.00
159-0705-53315	PRESENTENCE INVESTIGATIONS - TOOLS / MIN	500.00
159-0705-53321	PRESENTENCE INVESTIGATIONS - MAINT OF EC	5,000.00
<b>160</b>	<b>COMPUTER LEGAL RESEARCH FUND</b>	<b>21,277.00</b>
0705	MUNICIPAL COURT	21,277.00
160-0705-50111	MUNI CT - SALARIES & WAGES	9,777.00
160-0705-50114	MUNI CT - HOLIDAY	500.00
160-0705-51121	MUNI CT-EMPLOYEE RETIREMENT	1,000.00
160-0705-53315	MUNI CT-TOOLS/MINOR EQUIPMENT	10,000.00
<b>161</b>	<b>MUNI CT PROBATION FUND</b>	<b>10,000.00</b>
0705	MUNICIPAL COURT	10,000.00
161-0705-50111	PROBATION SVC - SALARIES & WAGES	10,000.00
<b>167</b>	<b>COURT CLERK COMPUTER FUND</b>	<b>30,000.00</b>
0705	MUNICIPAL COURT	30,000.00
167-0705-50111	CT CLERK COMPUTER - SALARIES & WAGES	10,000.00
167-0705-53321	CT CLERK COMPUTER-MAINT/EQUIPMENT	20,000.00
<b>171</b>	<b>AMERICAN RESCUE PLAN ACT FUND</b>	<b>291,285.53</b>
0743	PUBLIC BUILDING MAINTENANCE	291,285.53
171-0743-52214	ARPA - PBLC BLDG - ADVERTISING EXP	291,285.53
<b>388</b>	<b>COMPUTER/ELECTRONIC TECHNOLOGY</b>	<b>161,016.00</b>
0714	COMPUTER/ELECTRONIC TECHNOLOGY	161,016.00
388-0714-52212	COMPUTER CAP-UTILITIES/COMMUNICATIONS	15,000.00
388-0714-52214	COMPUTER CAP - ADVERTISING EXP	5,000.00
388-0714-52215	COMPUTER CAP-CONTRACT SVC	5,000.00
388-0714-52226	COMPUTER CAP / PROFESSIONAL SVCS	50,000.00
388-0714-53311	COMPUTER CAP-OFc SUPPLIES	2,000.00
388-0714-53313	COMPUTER CAP-OPER SUPPLIES	2,000.00
388-0714-53315	COMPUTER CAP-TOOLS/MINOR EQUIPMENT	72,016.00

388-0714-53321	COMPUTER CAP-EQUIP MAINT	60,000.00
388-0714-54413	COMPUTER CAP-EQUIPMENT	(50,000.00)
<b>513 WATER FUND</b>		<b>2,629,697.00</b>
<b>0531 WATER OFFICE</b>		<b>72,311.00</b>
513-0531-50111	WTR OFFICE - SALARIES & WAGES	5,811.00
513-0531-50114	WTR OFFICE - HOLIDAY	1,000.00
513-0531-50115	WTR OFFICE-VACATION	1,000.00
513-0531-50116	WTR OFFICE-SICK TIME	1,000.00
513-0531-51121	WTR OFFICE-EMP RETIREMENT	2,000.00
513-0531-51126	WTR OFFICE-MEDICARE	500.00
513-0531-52212	WTR OFFICE-UTILITIES/COMMUNICA	15,000.00
513-0531-52213	WTR OFFICE-INSURANCE & TAXES	1,000.00
513-0531-52215	WTR OFFICE-CONTRACTUAL SERVICE	10,000.00
513-0531-53311	WTR OFFICE-OFFICE SUPPLIES	1,000.00
513-0531-53313	WTR OFFICE-OPERATING SUPPLIES	1,000.00
513-0531-53315	WTR OFFICE-TOOLS/MINOR EQUIP	15,000.00
513-0531-53321	WTR OFFICE-MAINT OF EQUIPMENT	18,000.00
<b>0533 WATER TREATMENT PLANT</b>		<b>2,496,851.00</b>
513-0533-50111	WTP - SALARIES & WAGES	76,300.00
513-0533-50112	WTP - OVERTIME	75,000.00
513-0533-51129	WTP - MISC PERSONAL SERVICES	1,000.00
513-0533-51131	WTP-UNIFORM/CLOTHING	2,000.00
513-0533-52213	WTP-INSURANCE & TAXES	10,000.00
513-0533-52214	WTP-ADVERTISING	500.00
513-0533-52215	WTP-CONTRACTUAL SERVICES	125,000.00
513-0533-52224	WTP-ENGINEERING SERVICES	5,000.00
513-0533-52226	WTP-PROFESSIONAL SERVICES	500.00
513-0533-52232	WTP-EQUIPMENT RENTAL	10,000.00
513-0533-53312	WTP-CHEMICALS	8,000.00
513-0533-53313	WTP-OPERATING SUPPLIES	198,551.00
513-0533-53314	WTP-GASOLINE & OIL	25,000.00
513-0533-53315	WTP-TOOLS/MINOR EQUIPMENT	70,000.00
513-0533-53321	WTP-MAINT OF EQUIPMENT	75,000.00
513-0533-54412	WTP-BLDGS & STRUCTURES	1,500,000.00
513-0533-54414	WTR-STREET RESURFACING	65,000.00
513-0533-54417	WTP-VEHICLES	250,000.00
<b>0708 CASH CONTROL</b>		<b>60,535.00</b>
513-0708-50111	UTIL BILLING - SALARIES & WAGES	5,000.00
513-0708-50114	UTIL BILLING - HOLIDAY TIME	1,000.00
513-0708-50115	UTIL BILLING-VACATION	1,000.00
513-0708-50116	UTIL BILLING-SICK TIME	2,000.00
513-0708-50117	UTIL BILLING-LONGEVITY	500.00
513-0708-51121	UTIL BILLING-EMP RETIREMENT	500.00
513-0708-51126	UTIL BILLING-MEDICARE	500.00
513-0708-52211	UTIL BILLING-EDUCATION/TRAVEL	5,000.00
513-0708-52215	UTIL BILLING-CONTRACTUAL SERVICES	29,000.00
513-0708-53311	UTIL BILLING-OFFICE SUPPLIES	15,000.00
513-0708-53313	UTIL BILLING-OPERATING SUPPLIES	500.00
513-0708-53321	UTIL BILLING-MAINT EQUIPMENT	535.00
<b>514 SANITATION FUND</b>		<b>15,000.00</b>
514-0543-52215	SAN COLL-CONTRACTUAL SVCS	65,000.00
514-0543-53313	SAN COLL-OPERATING SUPPLIES	500.00



514-0543-53314	SAN COLL-GASOLINE/OIL	26,000.00
514-0543-53315	SAN COLL-TOOLS/MINOR EQUIPMENT	(500.00)
514-0543-54417	SAN COLL-VEHICLES	(91,000.00)
<b>0708</b>	<b>CASH CONTROL</b>	<b>15,000.00</b>
514-0708-52215	UTIL BILLING-CONTRACTUAL SVC	25,000.00
514-0708-53311	UTIL BILLING-OFFICE SUPPLIES	(10,000.00)
<b>546</b>	<b>WATER CAP IMPROVEMENT FUND</b>	<b>15,000.00</b>
<b>0530</b>	<b>WATER CAPITAL IMPROVEMENT</b>	<b>15,000.00</b>
546-0530-55511	PRINCIPAL PMT-WTR CAP	15,000.00
<b>547</b>	<b>AIRPORT</b>	<b>155,733.00</b>
<b>0650</b>	<b>MUNICIPAL AIRPORT</b>	<b>155,733.00</b>
547-0650-50111	AIRPORT-SALARIES/WAGES	15,000.00
547-0650-50112	AIRPORT - OVERTIME	500.00
547-0650-51121	AIRPORT-EMPLOYEE RETIREMENT	2,000.00
547-0650-51126	AIRPORT-MEDICARE	250.00
547-0650-52212	AIRPORT-UTIL/COMMUNICATIONS	1,000.00
547-0650-52213	AIRPORT-INSURANCE/TAXES	5,983.00
547-0650-52215	AIRPORT-CONTRACTUAL SVC	30,000.00
547-0650-53313	AIRPORT-OPERATING SUPPLIES	1,000.00
547-0650-53314	AIRPORT-GASOLINE/FUEL	30,000.00
547-0650-53315	AIRPORT - TOOLS / MINOR EQUIP	1,000.00
547-0650-53321	AIRPORT-MAINT OF EQUIP	15,000.00
547-0650-53322	AIRPORT-MAINT OF FACILITIES	30,000.00
547-0650-54411	AIRPORT-LAND IMPROV	2,000.00
547-0650-54413	AIRPORT-EQUIPMENT	10,000.00
547-0650-56613	AIRPORT-REIMBURSEMENTS	12,000.00
<b>574</b>	<b>REC CENTER ADMINISTRATION</b>	<b>357,324.00</b>
<b>0303</b>	<b>MUNICIPAL POOL</b>	<b>15,315.00</b>
574-0303-50111	MUNI POOL - SALARIES & WAGES	10,500.00
574-0303-51121	MUNI POOL-EMP RETIREMENT	1,000.00
574-0303-51126	MUNI POOL-MEDICARE	315.00
574-0303-52212	MUNI POOL-UTILITIES/COMMUNICATIONS	3,500.00
<b>0350</b>	<b>CENTER ADMINISTRATION</b>	<b>67,500.00</b>
574-0350-52212	REC CNTR ADM-UTILITIES/COMMUNICATIONS	41,000.00
574-0350-52214	REC CNTR ADM-LEGAL ADVERTISING	10,000.00
574-0350-53311	REC CNTR ADM-OFFICE SUPPLIES	1,000.00
574-0350-53315	REC CNTR ADM-TOOLS/MINOR EQUIPMENT	8,000.00
574-0350-53321	REC CNTR ADM-MAINT OF EQUIPMENT	7,500.00
<b>0351</b>	<b>FACILITY/COMMUNITY CENTER</b>	<b>145,000.00</b>
574-0351-53315	FACILITY-TOOLS/MINOR EQUIPMENT	135,000.00
574-0351-53322	FACILITY-MAINT FACILITY	10,000.00
<b>0353</b>	<b>CAFE / CONCESSIONS</b>	<b>400.00</b>
574-0353-52215	COMMUNITY EVENTS / CONCESSIONS - CONTR	400.00
<b>0356</b>	<b>AQUATICS</b>	<b>20,000.00</b>
574-0356-53312	AQUATICS-CHEMICALS	10,000.00
574-0356-53313	AQUATICS-OPERATING SUPPLIES	5,000.00
574-0356-53315	AQUATICS-MINOR EQUIPMENT	5,000.00
<b>0357</b>	<b>PROGRAMS</b>	<b>81,300.00</b>
574-0357-50111	PROGRAMS - SALARIES & WAGES	50,000.00
574-0357-50112	PROGRAMS-OVERTIME	1,000.00
574-0357-51121	PROGRAMS-EMPLOYEE RETIREMENT	5,000.00
574-0357-51126	PROGRAMS-MEDICARE	300.00

574-0357-52215	PROGRAMS-CONTRACTUAL SERVICES	10,000.00
574-0357-53313	PROGRAMS-OPERATING SUPPLIES	10,000.00
574-0357-53315	PROGRAMS-MINOR EQUIPMENT	5,000.00
<b>0358</b>	<b>COMMUNITY WELLNESS</b>	<b>27,809.00</b>
574-0358-50111	COMMUNITY WELLNESS - SALARIES & WAGES	8,000.00
574-0358-51121	EMPLOYEE RETIRE-COMMUNITY WELLNESS	1,200.00
574-0358-51126	MEDICARE-COMMUNITY WELLNESS	120.00
574-0358-52215	CONTRACTUAL SVCS-COMMUNITY WELLNESS	489.00
574-0358-53313	OPERATING SUPPLIES-COMMUNITY WELLNESS	10,000.00
574-0358-53315	TOOLS/MINOR EQUIP-COMMUNITY WELLNESS	8,000.00
<b>625</b>	<b>PAYROLL FUND</b>	<b>989,390.00</b>
<b>0915</b>	<b>PAYROLL</b>	<b>989,390.00</b>
625-0915-59911	P/R-NET PAYROLL	500,000.00
625-0915-59913	P/R-POLICE DISABILITY/PENSION	200,000.00
625-0915-59915	P/R-PUBLIC EMPLOYEE RET FUND	8,390.00
625-0915-59916	P/R-HEALTH INSURANCE	300,000.00
625-0915-59918	P/R-OML GROUP ACCIDENT INSUR	1,000.00
625-0915-59923	P/R-LOCAL WITHHOLDING TAX	10,000.00
625-0915-59924	P/R-OPBA	5,000.00
625-0915-59928	P/R-DEFERRED COMPENSATION	60,000.00
625-0915-59929	P/R-MEDICARE-EMPLOYEE SHARE	20,000.00
625-0915-59933	P/R-MEDINA CNTY CREDIT UNION	(200,000.00)
625-0915-59935	P/R-EMPLOYEE SHARE-FICA	30,000.00
625-0915-59938	P/R-SECTION 125 PLANS	55,000.00
<b>676</b>	<b>MECHANICS REVOLVING FUND</b>	<b>27,289.00</b>
<b>0746</b>	<b>AUTOMOTIVE MECHANIC</b>	<b>27,289.00</b>
676-0746-50111	MECHANIC - SALARIES & WAGES	789.00
676-0746-50112	MECHANIC - OVERTIME	3,000.00
676-0746-50115	MECHANIC-VACATION TIME	2,000.00
676-0746-50116	MECHANIC-SICK TIME	2,000.00
676-0746-51121	MECHANIC-EMPLOYEE RETIREMENT	3,000.00
676-0746-51131	MECHANIC-UNIFORM/CLOTHING ALLOWANCE	1,000.00
676-0746-52211	MECHANIC-EDUCATION/TRAVEL	1,000.00
676-0746-52212	MECHANIC-UTILITIES/COMMUNICATIONS	500.00
676-0746-53313	MECHANIC-OPERATING SUPPLIES	6,000.00
676-0746-53315	MECHANIC-TOOLS/MINOR EQUIPMENT	2,000.00
676-0746-53321	MECHANIC-MAINT OF EQUIPMENT	6,000.00
<b>688</b>	<b>INFORMATION TECHNOLOGY FUND</b>	<b>0.00</b>
688-0714-50112	INFORMATION TECHNOLOGY - OVERTIME	500.00
688-0714-53311	INFORMATION TECHNOLOGY - OFFICE SUPPLIE	(500.00)

14,522,180.12

*eK Hanwell 2/27/24*  
**REQUEST FOR COUNCIL ACTION**

No. RCA 24-047-2/11

Committee: Finance

**FROM: Mayor Dennis Hanwell**

**DATE: 2/7/2024**

**SUBJECT: Revision to Administrative Office Manager Job Description**

*Amend 31.07*

**SUMMARY AND BACKGROUND:**

Notice has been received that Sherry Crow will be retiring in May of this year. It is a routine to review current job descriptions when positions become vacant to review if any changes need to be addressed.

Mrs. Crow reviewed her job description and notice a few important responsibilities were not mentioned on the job description. Please find attached a copy of the Administrative Office Manager's job description last updated in 2019 with additions of responsibilities noted in bold type.

This position is not covered under Civil Service Rules, but the proposed job description revision was presented to the Civil Service Commission on 2/7/24 to keep them informed of changes. Law Director Huber is being given a copy to review also.

I respectfully request Council to review and adopt this change to the Administrative Office Manager job description as presented and replace in the Salaries & Benefit Code Section 31.07.

Thank you.

**Estimated Cost: \$.00**

**Suggested Funding:**

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

**Emergency Clause Requested:**

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

**COUNCIL USE ONLY:**

**Committee Action/Recommendation:**

**Council Action Taken:**

**Ord./Res.**

**Date:**

**THE CITY OF MEDINA  
JOB DESCRIPTION**

**TITLE:** Administrative Office Manager  
**REPORTS TO:** Mayor or Service Director  
**DEPARTMENT/DIVISION:** Mayor  
**CIVIL SERVICES STATUS:** Unclassified  
**JOB STATUS:** Full-time  
**EXEMPT STATUS:** Exempt

**CLASSIFICATION FEATURES:** The individual in this classification performs a wide variety of management, administrative and clerical duties of a sensitive nature. Duties may frequently involve detailed analysis of complex information and independent judgment. This individual may be required to make public appearances on behalf of the Mayor or Service Director. Work is performed under the general direction of the Mayor or Service Director.

**ESSENTIAL JOB FUNCTIONS:**

Uses a computer to type correspondence and personally composes routine replies to complaints and comments received.

Manages equipment and vehicle inventory and prepares purchase orders and requisitions.

Schedules usage of City facilities including fire stations, the gazebo, meeting rooms, wall space and display cases.

Manages the Service Department clerical personnel.

Coordinates clerical staff needs for City Hall.

Acts as liaison among Council, Mayor and Finance Department.

Collects accident and incident reports and files reports with insurance carriers.

Prepares proclamations for Mayor's signature.

Prepares bid specifications and legal notices for various departments.

Attends bid openings.

Prepares payroll for Mayor's Office and Public Buildings.

Monitors Mayor's Office budget and Public Buildings' budget.

Prepares budget worksheets for Service Department and Mayor's Office.

**Prepares Board of Control agendas and minutes.**

**PROPOSED REVISION**

Assists various City boards, commissions and committees including, but not limited to, Records Retention, Board of Control, Uptown Park Advisory, Utility Rate Review and ~~Bicentennial Committee~~ **Accident Review Board.**

Manages the building telephone system and City cell phones.

**Manages fuel cards for City Departments.**

Schedules appointment for the Mayor.

Maintains regular and consistent attendance.

Serves as Law Department clerical back up as required and assists Law Director as needed.

Prepares cemetery deeds.

Organizes City's liability insurance annually and ensures all City vehicles are insured properly.

Organizes and advertises for health care insurance brokers every five years.

**Coordinates various training for City staff including, but not limited to, annual Drug-Free Workplace training and CPR/AED training as needed.**

Collects parade permits, block party permits and Uptown Park permits.

**Maintains master schedule for Uptown events.**

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

**EDUCATION, TRAINING AND EXPERIENCE:**

Considerable experience in performing clerical work of a progressively responsible nature.

High school diploma or GED required. Prefer graduation from a college or university with coursework in business administration, business practices, public administration, computer operations or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.

**QUALIFICATIONS:****Knowledge of:**

- Office management practices and procedures; and
- Scope of authority of City departments and offices as related to the handling and disposition of complaints.

**Skilled in:**

- Abstract thought processes;

**PROPOSED REVISION**

- Business English, spelling and math;
- Staffing clerical workers according to department needs; and
- Managing and coordinating department budgets.

**Ability to:**

- Make decisions in accordance with laws, ordinances, regulations, and departmental policy;
- Maintain accurate confidential and public records;
- Operate standard office equipment including but not limited to, personal computer, fax and copy machines, telephone and printers;
- Read and write reports, correspondence, instructions and other business documents;
- Understand and follow complex oral and written instructions; and
- Communicate effectively in writing and orally with co-workers, supervisors and the general public;
- Handle citizens questions, concerns and assists in resolution of the same;
- Update City website/ Facebook as needed.

**ENVIRONMENTAL ELEMENTS:**

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

**WORKING CONDITIONS:**

May be required to work outside normal business hours including weekends, evenings and holidays.

**EQUIPMENT USED:** Computer, copier, cell phone, multi-line telephone

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

**EMPLOYEE ACKNOWLEDGMENT:** \_\_\_\_\_

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

**REQUEST FOR COUNCIL ACTION**

ok  
D. Hornell  
2-7-24  
*[Signature]*

NO. RCA 24-048-2/12

FROM: Patrick Patton

DATE: February 7, 2024

COMMITTEE REFERRAL: Finance

SUBJECT: Grant Application for Snow Removal Equipment at the Municipal Airport

This request is for Council's authorization to submit a grant application with the Federal Aviation Administration (FAA) and with the Ohio Department of Transportation Department of Aviation (ODOT) for snow removal equipment for the airport. The total cost of the equipment is \$300,000. The funding split for these applications is as follows:

- FAA: \$270,000 (90%)
- ODOT: \$ 15,000 ( 5%)
- City: \$ 15,000 ( 5%)
- TOTAL \$300,000 (100%)

Finally, please note that in addition to the authorization to submit the grant application, this requests asks that if successful, the Mayor be authorized to enter into an agreement with the FAA and ODOT to accept the grant.

Thank you for your consideration.

ESTIMATED COST: \$15,000

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: Yes

Reason: The grant application to the FAA is due February 29, 2024. The City received notice of this deadline on February 7, 2024

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

# REQUEST FOR COUNCIL ACTION

No. RCA 24-030-2/12

FROM: Keith H. Dirham  
DATE: Thursday, February 1, 2024  
SUBJECT: Sanitation Rates *Amend Cod. ord. 941.06(B)  
Residential*

Committee: Health, Safety, Sanitation

## SUMMARY AND BACKGROUND:

Estimated Cost: n/a

### Suggested Funding:

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

Emergency Clause Requested: No  
Reason:

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When preparing carry-forward appropriations for 2023->2024 it was not permissible to re-appropriate unspent funds from 2023 in 2024 in the Sanitation Fund (#514) due to the cash balance in the Sanitation Fund being insufficient to support such appropriations.

The Finance and Service Departments have held off on asking for any increases in Sanitation rates for some time due to uncertainty over the status of the CPF. At this time, those rates need to be reviewed by Council. The fund has operated at a deficit in three of the past four years with the net deficit over the past four years being nearly \$900,000 (see next page).

The Sanitation Fund (#514) had a balance in excess of \$1.1 Million at the end of 2023 so the situation is not urgent but that balance is down from a balance of around \$2 Million maintained from about 2018-2022.

The Sanitation Fund (#514) is an Enterprise Fund which means that the operations are self-supporting. Nearly all of the revenue in the fund comes from charges for trash collection. A breakdown of the Expenditures over the past five years is included on the following pages.

The current monthly rate for residential trash pick-up is \$16. It was raised from \$14 on October 1, 2014. The rate was \$12 approximately 20 years ago and \$10 approximately 30 years ago.

Informally asking around here at City Hall, those employees who live outside the City but within the County are all paying more and getting less. They are paying \$17-22 per month or more for limited pick-up instead of the \$16 per month for unlimited pick-up as the City currently charges. I have limited these comparisons to people within the County because trash from outside of Medina County is not sent to the CPF.

In the past the Utility Rate Review Commission has reviewed this rate so if Council wishes to utilize their services again, this can be sent to them for a recommendation.

## COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.  
Date:



Financial results of operations, 2010-2023:

<u>Year</u>	<u>Beginning Bal</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>End Bal</u>	<u>% Rev</u>	<u>Surplus/(d</u>
2010	1,008,162.47	3,011,927.02	2,864,435.79	1,155,653.70	38.37%	147,491.25
2011	1,155,653.70	2,968,701.74	3,193,105.83	931,249.61	31.37%	(224,404.00)
2012	931,249.61	3,028,857.64	3,134,123.59	825,983.66	27.27%	(105,265.90)
2013	825,983.66	3,079,376.31	3,131,196.09	774,163.88	25.14%	(51,819.78)
2014	774,163.88	3,088,460.90	3,189,185.92	673,438.86	21.80%	(100,725.00)
2015	673,438.86	3,392,280.35	3,235,443.48	830,275.73	24.48%	156,836.85
2016	830,275.73	3,369,688.60	3,120,398.89	1,079,565.44	32.04%	249,289.71
2017	1,079,565.44	3,385,895.26	3,097,531.63	1,367,929.07	40.40%	288,363.65
2018	1,367,929.07	3,471,433.44	2,912,259.19	1,927,103.32	55.51%	559,174.25
2019	1,927,103.32	3,427,728.01	3,368,576.27	1,986,255.06	57.95%	59,151.74
2020	1,986,255.06	3,419,364.32	3,432,682.47	1,972,936.91	57.70%	(13,318.15)
2021	1,972,936.91	3,432,928.94	3,389,285.43	2,016,580.42	58.74%	43,643.51
2022	2,016,580.42	3,532,801.50	3,724,995.87	1,824,386.05	51.64%	(192,194.30)
2023	1,824,386.05	3,706,136.02	4,430,505.55	1,100,016.52	29.68%	(724,369.50)

As noted on the previous page, the fund operated at a deficit in three of the last four years and the net deficit for the past four years is nearly \$900,000. Here is a breakdown of expenditures by the fund over the past five years:

	<u>%</u>	<u>19-23 Avg</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
C/S - Tip Fees	35.34%	1,296,537.71	1,405,315.71	1,336,088.19	1,294,293.49	1,261,125.38
Coll Personnel	35.06%	1,286,345.17	1,466,556.45	1,360,014.52	1,309,432.66	1,171,581.46
Maintenance of Equipment	8.84%	324,482.21	387,446.39	341,387.24	330,568.68	281,313.16
Capital Outlay	7.15%	262,478.57	583,177.12	-	-	336,187.41
UB	4.36%	160,071.82	181,417.34	171,209.42	170,462.70	145,769.48
Gas and Oil	4.20%	154,240.56	195,346.58	218,576.57	135,199.38	105,459.11
Other	2.17%	79,452.75	67,843.89	66,928.94	98,942.08	84,425.41
Office	1.46%	53,724.25	57,402.07	58,525.99	50,386.44	45,971.58
Refunds	1.41%	51,876.08	86,000.00	172,265.00	-	849.48

As displayed above, tip fees and personnel costs related to persons collecting trash are, by far, the largest expenditures of the fund and these two items account for over 70% of total fund expenditures. Next largest are Maintenance of Equipment and Capital Outlay. These two should be considered together because the less spent on purchasing new trucks, the more needs to be spent on patching up old trucks. The Sanitation Fund's share of Utility Billing, Gas and Oil, Sanitation Office, Refunds, and Other make up the rest of the expenditures by the fund.

Refunds increased dramatically in 2022 due to the City repaying a customer for an erroneous billing. That is a temporary situation and the final payment of \$86,000 will be made during 2024.

The full text of Section 941.06 follows:

**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
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.

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.

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.

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

As 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).

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.

ter rate schedule:

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

- \$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.)

tainer 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.

ry, 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.

tifamily 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.

ce 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.

n 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

is 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.

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.

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.)

Ordinance 113-14 establishing the current rate of \$16 per month follows:

RCA 14-109

**ORDINANCE NO. 113-14**

**AN ORDINANCE AMENDING SECTION 941.06 (B) OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO INCREASING RESIDENTIAL SANITATION COLLECTION RATES.**

**WHEREAS:** Section 941.06 (b) of the codified ordinances of the City of Medina, Ohio, presently reads as follows:

(b) Residential and Nonresidential Without Container Collection.

- (1) A minimum monthly pick-up charge of **fourteen dollars (\$14.00)** 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) 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.
- (3) 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 **fourteen dollars (\$14.00)** per month for the pick-up of all garbage and normal household rubbish which is properly prepared as described in Section 941.01 (a).

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

**SEC. 1:** That Section 941.06 (b) of the codified ordinances of the City of Medina, Ohio, shall be amended to read as follows:

(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.

- (2) 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.
- (3) Unless otherwise specified in subsection (a)(l) 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). (Ord. 134-93, passed 10-25-93, Ord. 146-05, passed 6-13-05, Ord. 113-14)

**SEC. 2:** That this increase shall take effect with bills rendered October 1, 2014.

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

**PASSED:** July 14, 2014

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

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** July 15, 2014

**SIGNED:** Dennis Hanwell  
Mayor