

|                |                       |                         |                     |
|----------------|-----------------------|-------------------------|---------------------|
| DATE:          | <u>June 7, 2021</u>   | 1 <sup>ST</sup> READING | <u>June 7, 2021</u> |
| INTRODUCED BY: | <u>Mayor Corcoran</u> | 2 <sup>ND</sup> READING | <u>Dispensed</u>    |
| REFERRED TO:   | <u></u>               | 3 <sup>RD</sup> READING | <u>Dispensed</u>    |
| TEMPORARY NO:  | <u>T 78-2021</u>      | ADOPTED                 | <u>June 7, 2021</u> |

**RESOLUTION NO. 1526-2021**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City’s Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City’s Council, as the City’s taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City’s Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, the City’s Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

**WHEREAS**, the City is issuing Then and Now Certificates in connection with payments due and owing as shown in Exhibit A attached; and

**WHEREAS**, City Council deems it to be in the best interest of the health, safety and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certificates, and to authorize the payment of amounts due under the contracts or orders requiring the expenditure of \$3,000.00 or more.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**Section 1.** City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of the Then and Now Certificates by the Fiscal Officer and authorized payment due and owing as shown in Exhibit A attached and incorporated herein.


**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 3.** This Resolution is hereby declared to be an emergency measure, the emergency being in order to pay for the emergency expenditures in a timely manner. Wherefore, this Resolution shall take effect and be in full force immediately upon its passage and approval by the Mayor.

PASSED: June 7, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Jun 9, 2021



MAYOR

**EXHIBIT A**

City of North Ridgeville  
Then and Now Certification Summary

|                        | <u>Certification Date</u> | <u>Invoice Date</u> | <u>Amount</u> | <u>Purpose</u>           |
|------------------------|---------------------------|---------------------|---------------|--------------------------|
| BS&A Software          | 6/1/2021                  | 5/1/2021            | 8,807.00      | Annual support agreement |
| Mission Communications | 6/1/2021                  | 5/24/2021           | 3,511.80      | Annual support agreement |
| IamGIS                 | 5/13/2021                 | 5/10/2021           | 15,000.00     | Annual software fee      |

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| TEMPORARY NO:  | <u>T 79-2021</u>      | ADOPTED                 | <u>June 7, 2021</u> |

**ORDINANCE NO. 5833-2021**

**AN ORDINANCE AMENDING EXHIBIT A OF ORDINANCE NO. 4571-2008, WHICH PROVIDES FOR PART-TIME NON-UNION JOB POSITIONS, WAGE RATES AND BENEFITS, BY INCREASING THE PAY RATE OF THE PART-TIME LABORER POSITION AND DECLARING AN EMERGENCY.**

**WHEREAS**, in order to attract qualified applicants to fill the part-time position of part-time laborer, City Council and the Administration desire to amend the wage scale for this position.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**Section 1.** Exhibit A (attached hereto and incorporated as if rewritten herein) of Ordinance No. 4571-2008 is hereby amended by increasing the hourly pay scale for the position of part-time Laborer, as follows:

|          |          |          |
|----------|----------|----------|
| <u>C</u> | <u>B</u> | <u>A</u> |
| \$10.57  | \$11.00  | \$11.44  |

**Section 2.** This Ordinance shall be retroactive to May 1, 2021.

**Section 3.** In all other respects, Ordinance No. 4571-2008 and subsequent amendments thereto shall remain in full force and effect as previously passed and approved.


**Section 4.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to compete in the employment market and attract qualified candidates. Wherefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

PASSED: June 7, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Jun 9, 2021



MAYOR

**CITY OF NORTH RIDGEVILLE  
PART-TIME  
NON-BARGAINING  
EXHIBIT A**

| CLASSIFICATION   |   | 2020  | 2021  | CLASSIFICATION   |             | 2020  | 2021  |
|--|---|-------|-------|--|-------------|-------|-------|
| P/T Zoning Inspector   | A | 24.76 | 24.76 | P/T Sexton Asst.                                       | A           | 11.76 | 11.76 |
|  | B | 24.22 | 24.22 |  | P/T Sexton  | A     | 16.65 |
|  | C | 23.66 | 23.66 | B  |             | 16.09 | 16.09 |
| P/T Lic. Bldg Insp.<br><i>effective 01/04/12<br/>4881-2012</i> | A | 31.14 | 31.14 | C  |             | 15.57 | 15.57 |
|  | B | 30.54 | 30.54 | P/T S Central Park<br>Manager                          | A           | 13.64 | 13.64 |
|  | C | 29.92 | 29.92 |  | B           | 13.29 | 13.29 |
| P/T Res Proj Rep   | A | 21.23 | 21.23 |  | C           | 12.92 | 12.92 |
|  | B | 20.71 | 20.71 | P/T Shady Dr Complex<br>Manager                        | A           | 13.64 | 13.64 |
|  | C | 20.15 | 20.15 |  | B           | 13.29 | 13.29 |
| P/T Mechanic   | A | 18.86 | 18.86 |  | C           | 12.92 | 12.92 |
|  | B | 18.30 | 18.30 | P/T Site Supervisor                                    | A           | 11.58 | 11.58 |
|  | C | 17.79 | 17.79 |  | B           | 11.12 | 11.12 |
| P/T Secretary  | A | 15.58 | 15.58 |  | C           | 10.68 | 10.68 |
|  | B | 15.04 | 15.04 | P/T Crew Leader  | A           | 11.58 | 11.58 |
|  | C | 14.53 | 14.53 |  | B           | 11.12 | 11.12 |
| P/T Tax Specialist   | A | 26.65 | 26.65 |  | C           | 10.68 | 10.68 |
|  | B | 21.31 | 21.31 | P/T Lifeguard  | A           | 10.51 | 10.51 |
|  | C | 16.00 | 16.00 |  | B           | 10.17 | 10.17 |
| P/T Data Specialist  | A | 17.13 | 17.13 |  | C           | 9.81  | 9.81  |
|  | B | 16.56 | 16.56 | P/T Camp Counselor                                     | A           | 10.51 | 10.51 |
|  | C | 16.00 | 16.00 |  | B           | 10.17 | 10.17 |
| P/T Clerk Typist   | A | 13.83 | 13.83 |  | C           | 9.81  | 9.81  |
|  | B | 13.23 | 13.23 | P/T Labor  | A           | 10.07 | 11.44 |
|  | C | 12.56 | 12.56 |  | B           | 9.72  | 11.00 |
|  | D | 9.86  | 9.86  |  | C           | 9.35  | 10.57 |
| P/T Meter Reader   | A | 15.76 | 15.76 |  | P/T Cashier | A     | 9.88  |
|  | B | 15.38 | 15.38 | B  |             | 9.63  | 9.63  |
|  | C | 14.82 | 14.82 | C  |             | 9.35  | 9.35  |
|  | D | 12.59 | 12.59 | P/T Bus Driver   | A           | 13.16 | 13.16 |
| P/T Dispatcher   | A | 18.89 | 18.89 |  | B           | 12.72 | 12.72 |
|  | B | 18.22 | 18.22 |  | C           | 12.25 | 12.25 |
|  | C | 15.70 | 15.70 | P/T Case Manager                                       | A           | 17.19 | 17.19 |
| P/T Services Division<br>Assistant                             | A | 25.04 | 25.04 |  | B           | 16.65 | 16.65 |
|  | B | 24.07 | 24.07 |  | C           | 16.10 | 16.10 |
|  | C | 23.15 | 23.15 | P/T Bailiff<br><i>Effective 01/17/19<br/>5593-2018</i> | A           | 25.76 | 25.76 |
| P/T Humane Officer   | A | 19.15 | 19.15 |  | B           | 25.17 | 25.17 |
|  | B | 18.27 | 18.27 |  | C           | 24.59 | 24.59 |
|  | C | 17.68 | 17.68 |  | D           | 24.03 | 24.03 |

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| REFERRED TO:   | <u></u>               | 3 <sup>RD</sup> READING | <u>Dispensed</u>    |
| TEMORARY NO:   | <u>T 80-2021</u>      | ADOPTED                 | <u>June 7, 2021</u> |

**ORDINANCE NO. 5834-2021**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO ALLOW THE CITY OF NORTH RIDGEVILLE TO ACCEPT FEDERAL FUNDS, BE THE LEAD AGENCY, SET FORTH REQUIREMENTS ASSOCIATED WITH FEDERAL FUNDS, AND TO ESTABLISH THE RESPONSIBILITIES FOR THE LOCAL ADMINISTRATION FOR THE CONSTRUCTION OF A SINGLE LANE MODERN ROUNDABOUT AT THE INTERSECTION OF CHESTNUT RIDGE ROAD AND AVON BELDEN ROAD (SR 83), ALSO KNOWN AS LOR-083-11.19, ODOT PID 114797 AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of North Ridgeville has received and documented numerous complaints about the dangerous conditions that exist at the intersection of Chestnut Ridge Road and Avon Belden Road (SR 83); and

**WHEREAS**, the City initiated an intersection safety study in calendar year 2020, for the intersection of Chestnut Ridge Road and Avon Belden Road (SR 83) and the findings of that study suggested that a single lane modern roundabout would reduce the number of crashes at the intersection and also provide efficient traffic flow; and

**WHEREAS**, the City used the safety study conducted in calendar year 2020 to apply for and has been subsequently awarded a Safety Funds grant through the Ohio Department of Transportation for the construction of a single lane modern roundabout at the intersection of Chestnut Ridge Road and Avon Belden Road (SR 83); and

**WHEREAS**, the total estimated cost of design and construction is \$1,633,285.00. The City of North Ridgeville received an offer of a grant of federal funds in an amount not to exceed \$1,306,628.00 from the Ohio Department of Transportation, therefore leaving the local share for which the City will be responsible to be an estimated \$326,657.00; and

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**Section 1.** The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to enter into an LPA Agreement (Exhibit A attached hereto and incorporated as if rewritten herein) with the Ohio Department of Transportation to obtain safety funds in an amount of \$1,306,628.00 for the construction of a single lane modern roundabout at the intersection of

Chestnut Ridge Road and Avon Belden Road (SR 83), also known as LOR-083-11.19, ODOT PID 114797.

**Section 2.** This Council further authorizes the Mayor to use available funding sources to fund the local match required for engineering and construction of a single lane modern roundabout at the intersection of Chestnut Ridge Road and Avon Belden Road (SR 83).

**Section 3.** Grant funds received by the City for this project shall be deposited and applied to the appropriate fund.

**Section 4.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to receive grant funds and to move forward with the project. Wherefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

PASSED: June 7, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Jun 9, 2021



MAYOR



CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of North Ridgeville, with an address at 7307 Avon Belden Rd, North Ridgeville, OH, hereinafter referred to as the LPA.

The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The conversion of the existing signalized intersection of Chestnut Ridge Road and State Route 83 into a single lane roundabout. Realign Chestnut Ridge to improve intersection angle. Project includes storm sewer design, roundabout lighting, and center circle landscaping. (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

## 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,763,285 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$1,306,628 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall

- be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys,

profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

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

|   |
|---|
| <b>Daniel A. Rodriguez, P.E., City Engineer</b> |
| <b>7307 Avon Belden Road</b>                    |
| <b>North Ridgeville, Ohio 44039</b>             |
| <b>440-353-0842</b>                             |

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. **CERTIFICATION AND RECAPTURE OF FUNDS**

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

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

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

### **GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.



The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;

- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.

- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to

complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| Daniel Rodriguez, P.E. City Engineer | Steven Shepherd, LPA Coordinator  |
| City of North Ridgeville             | Ohio Department of Transportation |
| 7307 Avon Belden Road                | 906 Clark Ave                     |
| North Ridgeville, OH 44039           | Ashland, OH 44805                 |
| drodriguez@nridgeville.org           | Steve.Shepherd@dot.ohio.gov       |

15. GENERAL PROVISIONS

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

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

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

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

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

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

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



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

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



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

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

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

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

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

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

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

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

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

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

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

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

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

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

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation

and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.



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

|               |  |
|---------------|--|
| <b>LPA:</b>   | <b>STATE OF OHIO<br/>OHIO DEPARTMENT OF TRANSPORTATION</b> |
| <b>By:</b>    | <b>By:</b>   |
| <b>Title:</b> | <b>Jack Marchbanks<br/>Director</b>                        |
| <b>Date:</b>  | <b>Date:</b>   |

Attachment 1

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

| USES  | LPA FUNDS     |     |      | FHWA FUNDS     |    |      | STATE FUNDS |   |     | TOTAL           |
|---|---------------|-----|------|----------------|----|------|-------------|---|-----|-----------------|
|   | Amount        | %   | SAC  | Amount         | %  | SAC  | Amount      | % | SAC |                 |
| PRELIMINARY DEVELOPMENT                           | \$ 24,576.80  | 20  | LNTP | \$ 98,307.20   | 80 | 4HJ7 |             |   |     | \$ 122,884.00   |
| FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS | \$ 10,000.00  | 20  | LNTP | \$ 40,000.00   | 80 | 4HJ7 |             |   |     | \$ 50,000.00    |
| ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION  | \$ 20,000.00  | 20  | LNTP | \$ 80,000.00   | 80 | 4HJ7 |             |   |     | \$ 100,000.00   |
| PROJECT CONSTRUCTION COSTS                        | \$ 272,080.20 | 20  | LNTP | \$1,088,320.80 | 80 | 4HJ7 |             |   |     | \$ 1,360,401.00 |
| INSPECTION  | \$ 130,000.00 | 100 | LNTP |                |    |      |             |   |     | \$ 130,000.00   |
|   |               |     |      |                |    |      |             |   |     |                 |
|   |               |     |      |                |    |      |             |   |     |                 |
|   |               |     |      |                |    |      |             |   |     |                 |
| TOTALS  | \$ 456,657.00 |     |      | \$1,306,628.00 |    |      |             |   |     | \$ 1,763,285.00 |

## Attachment 2

LOR-83-11.19 ROUNDABOUT  
COUNTY-ROUTE-SECTION

114797  
PID NUMBER

36506  
AGREEMENT NUMBER

08-177-7997  
DUNS NUMBER

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

|                  |                                  |
|------------------|----------------------------------|
| VENDOR Name:     | <u>Company Name</u>              |
| Oaks Vendor ID:  | <u>000000000</u>                 |
| Mailing Address: | <u>Street Address</u>            |
|                  | <u>(Company City, State Zip)</u> |
| LPA signature:   |                                  |

|                          |  |
|--------------------------|--|
| LPA Name:                | <u>LPA Name</u>  |
| Oaks Vendor ID:          | <u>000000000</u>   |
| Mailing Address:         | <u>LPA Address</u> <b>Error! Reference source not found.</b> |
|                          | <u>LPA City, State Zip</u>                                   |
| ODOT Approval signature: |  |

|                |                        |                         |                      |
|----------------|------------------------|-------------------------|----------------------|
| DATE:          | <u>March 1, 2021</u>   | 1 <sup>ST</sup> READING | <u>March 1, 2021</u> |
|                | Slow Pitch             |                         |                      |
| INTRODUCED BY: | <u>Properties, LLC</u> | 2 <sup>ND</sup> READING | <u>May 3, 2021</u>   |
|                | Planning Commission on |                         |                      |
| REFERRED TO:   | <u>03/01/2021</u>      | 3 <sup>RD</sup> READING | <u>June 7, 2021</u>  |
| TEMORARY NO:   | <u>T 31-2021</u>       | ADOPTED                 | <u>June 7, 2021</u>  |

Referred to Planning Commission on 03/01/2021; First Reading 03/01/2021; PC report accepted on 04/19/2021; Second Reading 05/03/2021; Public Hearing 06/07/2021; Third Reading 06/07/2021

**ORDINANCE NO. 5835-2021**

**AN ORDINANCE AMENDING SECTION 1240.01 OF THE CODIFIED ORDINANCES OF THE CITY OF NORTH RIDGEVILLE, OHIO, KNOWN AS THE ZONING CODE ORDINANCE, TO REZONE THE FOLLOWING LAND LOCATED AT 6001 LEAR NAGLE ROAD; PARCEL NUMBER 07-00-008-111-077 AND OWNED BY SLOW PITCH PROPERTIES, LLC FROM AN RS-2 GENERAL RESIDENCE DISTRICT TO A B-3 HIGHWAY COMMERCIAL DISTRICT.**

**WHEREAS**, by the present official zoning map and zoning Ordinance of the City of North Ridgeville, County of Lorain and State of Ohio, the following described parcel is situated in an RS-2 General Residence District; and

**WHEREAS**, the parcel described in the attached Exhibit “A” is currently owned by Slow Pitch Properties, LLC; and

**WHEREAS**, in the opinion of City Council and upon the recommendation of the North Ridgeville Planning Commission, it would be conducive to the public welfare and safety and not detrimental to the community to have said real estate parcel rezoned from an RS-2 General Residence District to a B-3 Highway Commercial District.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:**

**Section 1.** Section 1240.01 of the codified Ordinances of the City of North Ridgeville, Ohio, being the zoning Ordinances of said City, and the official zoning map appended thereto in Sections 1248.01 and 1248.02, be and the same is hereby amended so as to provide that from and after the effective date of this Ordinance, the following described land located at 6001 Lear Nagle Road; Parcel number 07-00-008-111-077 and owned by Slow Pitch Properties, LLC shall be and hereby is changed from RS-2 General Residence District to B-3 Highway Commercial District and more particularly described in the attached Exhibit “A”.

**Section 2.** That upon the effective date of this Ordinance, the Chief Building Official shall cause the official zoning map to be changed and corrected so as to show the B-3 Highway Commercial District created.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: June 7, 2021



PRESIDENT OF COUNCIL

ATTEST :



CLERK OF COUNCIL

APPROVED: Jun 9, 2021



MAYOR

**Exhibit "A"**

**PETITION FOR REZONING CLASSIFICATION**

**Legal Description**

|                |                     |                |                              |
|----------------|---------------------|----------------|------------------------------|
| Petitioner     | Christopher Minick  | Owner          | Slow Pitch Properties, LLC   |
| Address        | 1195 Adams Street   | Address        | 32629 Heron Circle           |
| City/State/Zip | Vermilion, OH 44089 | City/State/Zip | N. Ridgeville, OH 44039      |
| Telephone      | (440) 719.5398      | Telephone      | (216) 570-9820               |
| Email          | Minick57@gmail.com  | Email          | <u>Davidb007@worrway.com</u> |
| Parcel No      | 07-00-008-111-077   |                |                              |

Situated in the City of North Ridgeville, County of Lorain and State of Ohio and known as being Sublot Nos. 60, 61, 62, 63, 64, 65 Block D, in Ridgeville Heights Allotment of part of Original Ridgeville Township Lot Nos. 7 and 8, as shown by the recorded plat in Volume 10, Page 11 of Lorain County Records and together forming a parcel of land 120 feet front on the Easterly side of Krebs Road, now known as Lear Nagle Road, and extending back 136.95 feet on the Northerly line and 137.61 feet on the Southerly line and having a rear line of 120 feet, as appears by said plat, be the same more or less, but subject to all legal highways.



**J. Craig Snodgrass, CPA, CGFM**  
Lorain County Auditor





|                |  |                         |                      |
|----------------|--|-------------------------|----------------------|
| DATE:          | <u>March 1, 2021</u>                         | 1 <sup>ST</sup> READING | <u>March 1, 2021</u> |
| INTRODUCED BY: | <u>JCL Group, LLC</u>                        | 2 <sup>ND</sup> READING | <u>May 3, 2021</u>   |
| REFERRED TO:   | <u>Planning Commission on<br/>03/01/2021</u> | 3 <sup>RD</sup> READING | <u>June 7, 2021</u>  |
| TEMORARY NO:   | <u>T 32-2021</u>                             | ADOPTED                 | <u>June 7, 2021</u>  |

Referred to Planning Commission on 03/01/2021; First Reading 03/01/2021; PC report accepted on 04/19/2021; Second Reading 05/03/2021; Public Hearing 06/07/2021; Third Reading 06/07/2021

**ORDINANCE NO. 5836-2021**

**AN ORDINANCE AMENDING SECTION 1240.01 OF THE CODIFIED ORDINANCES OF THE CITY OF NORTH RIDGEVILLE, OHIO, KNOWN AS THE ZONING CODE ORDINANCE, TO REZONE THE FOLLOWING LAND LOCATED AT 6838 AVON BELDEN ROAD; PARCEL NUMBER 07-00-028-102-042 AND 36046 CENTER RIDGE ROAD; PARCEL NUMBER 07-00-028-102-066 AND OWNED BY JCL GROUP, LLC FROM AN R-2 MULTIPLE FAMILY RESIDENCE DISTRICT TO A B-2 CENTRAL BUSINESS DISTRICT.**

**WHEREAS**, by the present official zoning map and zoning Ordinance of the City of North Ridgeville, County of Lorain and State of Ohio, the following described parcel is situated in an R-2 Multiple Family Residence District; and

**WHEREAS**, the parcel described in the attached Exhibit “A” is currently owned by JCL GROUP, LLC; and

**WHEREAS**, in the opinion of City Council and upon the recommendation of the North Ridgeville Planning Commission, it would be conducive to the public welfare and safety and not detrimental to the community to have said real estate parcel rezoned from an R-2 Multiple Family Residence District to a B-2 Central Business District.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:**

**Section 1.** Section 1240.01 of the codified Ordinances of the City of North Ridgeville, Ohio, being the zoning Ordinances of said City, and the official zoning map appended thereto in Sections 1248.01 and 1248.02, be and the same is hereby amended so as to provide that from and after the effective date of this Ordinance, the following described land located at 6838 Avon Belden Road; Parcel number 07-00-028-102-042; and 36046 Center Ridge Road; Parcel Number 07-00-028-102-066 and owned by GCL Group, LLC shall be and hereby are changed from an R-2 Multiple Family Residence District to a B-2 Central Business District and more particularly described in the attached Exhibit “A”.

**Section 2.** That upon the effective date of this Ordinance, the Chief Building Official shall cause the official zoning map to be changed and corrected so as to show the B-3 Highway Commercial District created.



**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

**Section 4.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: June 7, 2021



PRESIDENT OF COUNCIL

ATTEST:



CLERK OF COUNCIL

APPROVED: Jun 9, 2021



MAYOR

2/24/2021

PETITION FOR REZONING CLASSIFICATION

Owner JCL GROUP LLC  
Signature of Owner Michael Jaworski  
Address: 32113 BEALEY CIRCLE  
City/State/Zip: AVON LAKE, OH 44012  
Telephone No.: 440-669-3958  
Email Address: MJJAWORDSKI.PT@gmail.com

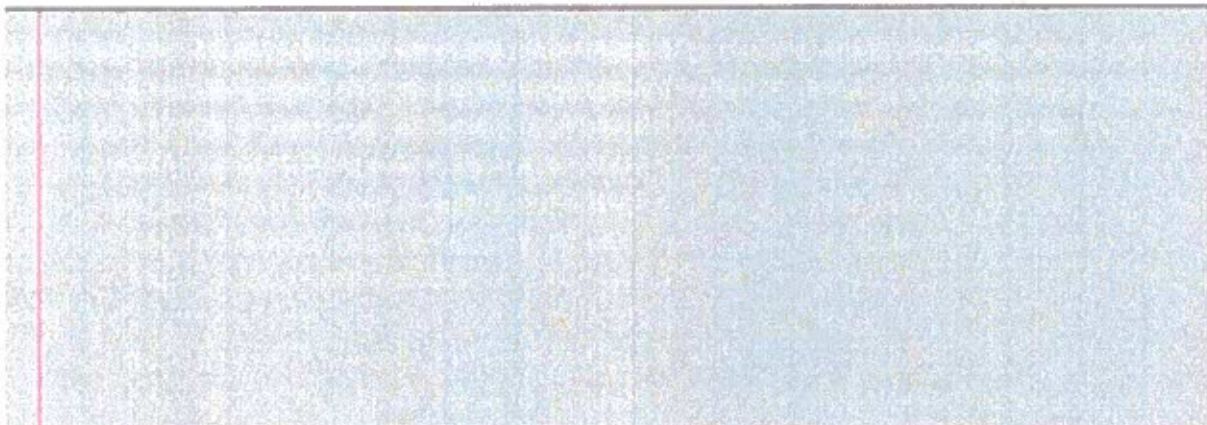
Petitioner: JCL GROUP LLC Michael Jaworski  
Signature of Petitioner: Michael Jaworski  
Address: 32113 BEALEY CIRCLE  
City/State/Zip: AVON LAKE OH 44012  
Telephone No.: 440-669-3958  
Email Address: MJJAWORDSKI.PT@gmail.com

If there is more than one owner, please use additional sheets providing names and signatures of all owners.

The above listed as the owner of property located at 6038 AVON BELDEN RD. N. Ridgeville OH, North Ridgeville, Ohio is hereby in agreement with this petition to Council of the City of North Ridgeville, Ohio to amend the zoning Ordinance and zoning map of the City of North Ridgeville, Ohio, by amending the zoning classification of the above mentioned property from R-2 to B-2.

My above signature certifies that the accompanying documentation is included with this Petition as to form:

1. A legal description of the area;
2. A brief description of the land as to its location of the area, zone or district proposed to be changed in relation to City streets and numbers or its distance from an indicated intersection;
3. The name of the property owner or owners within the land to be rezoned if there are ten owners or less. If there are more than ten property owners, then the name of the petitioner shall be recited in the ordinance;
4. A list of the names and address of the owners of property as they appear upon the County Treasurer's tax list or as they appear in his or her index of tax mailing addresses, lying within 500 feet of the perimeter of the area, zone or district proposed to be changed. A certificate certifying that the names and addresses were obtained through the County Treasurer's Tax List or his or her Index of Tax Mailing Address or the Office of the Auditor of Lorain County (Certificate of filing attached hereto.);
5. A fee of \$235.00 to defray the costs of notices and other expenses connected with the hearings required by this section. In addition to the aforesaid fee, the applicant shall pay for the actual cost of the legal advertising, with the applicant paying for such costs prior to the date of the public hearings;
6. Two duplicate originals of the Planning Commission Request for Action form along with one full size 24 x 36 original plat plan (with the seal of a licensed professional engineer or registered surveyor) which shall include and nine additional copied sets to be of lesser size as long as legible and no smaller than 11 x 17.



**CERTIFICATE OF NAMES, ADDRESSES, AND PERMANENT PARCEL NUMBERS FOR  
SECURING CHANGES IN THE ZONING CLASSIFICATION OF PROPERTIES**

**CITY OF NORTH RIDGEVILLE  
OFFICE OF THE CLERK OF COUNCIL**

I, Michael Jaworski, requesting a change in zoning classification in the area, zone or  
district located at 6838 AVON BELDEN ROAD from  
R-2 Zoning District to B-2 Zoning District do hereby certify that the names,  
addresses and permanent parcel numbers herein provided were obtained from the County Auditor's  
Office, County Treasurer's Tax List or as they appear on his or her Index of Tax Mailing Addresses.

Michael Jaworski  
NAME

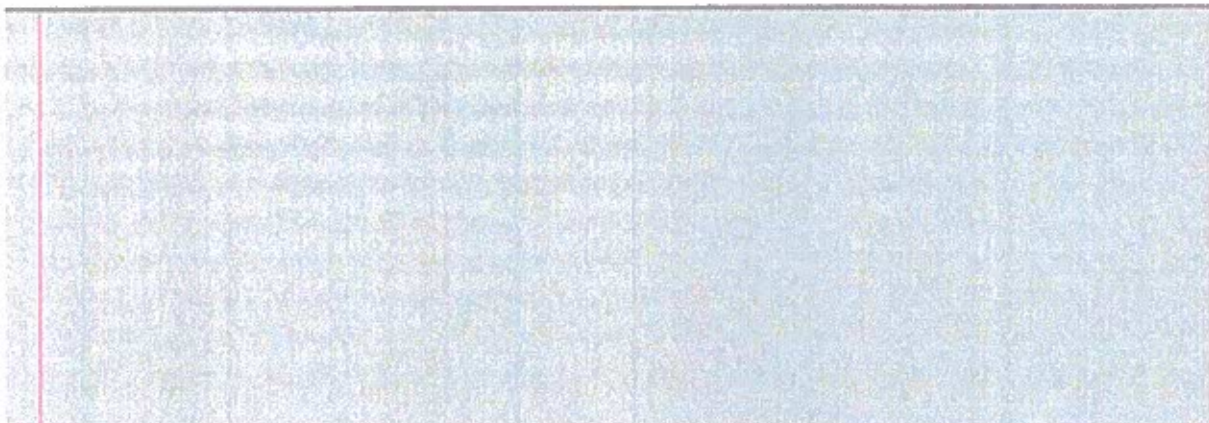
32113 BEXLEY CIRCLE  
ADDRESS

AVON LAKE OHIO 44012  
CITY/STATE/ZIP

440-669-3958  
TELEPHONE NUMBER

2-23-2021  
DATE

|                       |                            |
|-----------------------|----------------------------|
| Is this in a TIF area | <u>Yes</u>                 |
| TIF area              | <u>5251-2015; TIF # 07</u> |



Engineering Fee Paid: \$ \_\_\_\_\_  
See attached for description of fees

Planning Commission & Bldg. Admin. Fees: \$ \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
See attached for description of fees



**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION  
REQUEST FOR ACTION**

Received: \_\_\_\_\_ Date released to Planning Commission: \_\_\_\_\_  
Date of Planning Commission meeting: \_\_\_\_\_ (unless otherwise notified)

**APPLICANT INFORMATION AND REQUEST.**

|                |                         |  |                           |
|----------------|-------------------------|--|---------------------------|
| APPLICANT:     | Michael Jaworski        | PROPERTY OWNER:  | JCL Group, I.I.C          |
| COMPANY NAME:  | JCL Group, LLC          | ADDRESS:   | 32113 Bexley Circle       |
| ADDRESS:       | 32113 Bexley Circle     | CITY/STATE:  | Avon Lake, Ohio ZIP 44012 |
| CITY / STATE:  | Avon Lake, OH ZIP 44012 | PHONE NO:  | (440) 669-3958            |
| PHONE NO.:     | 440-669-3958            | SIGNATURE:   | <i>Michael Jaworski</i>   |
| SIGNATURE:     | <i>Michael Jaworski</i> | (Owner's original signature must be submitted with application.) |                           |
| EMAIL ADDRESS: | mjaworski@gmail.com     |  |                           |

Please provide an email address, fax number or mailing address to send Administrative comments in advance of the Planning meeting.

|                                 |  |                     |                    |
|---------------------------------|--|---------------------|--------------------|
| LOCATION OF PROPERTY/ADDRESS:   | 6838 Avon Belden Road, North Ridgeville, Ohio 44039  |                     |                    |
| PERMANENT PARCEL NO.:           | 07-00-028-102-042  | ZONING OF PROPERTY: | R-2                |
| ZONING OF ADJACENT PROPERTY TO: | NORTH R-2  | EAST B-3            | SOUTH B-2 WEST B-2 |
| DESCRIPTION OF REQUEST:         | The zoning on this parcel is split with part of the parcel zoned R-2 and part zoned B-2. The property is adjacent to property on east, south, and west which are B-2 or B-3. The adjacent property to the North is owned by JCL Group LLC. The request is have the entire parcel zoned B-2. This would facilitate the development of this parcel and the business properties adjacent to it. |                     |                    |

Have the Planning Commission or Board of Zoning and Building Appeals considered any prior request concerning this property? Yes  No  If yes, list dates and nature of each: \_\_\_\_\_

owner(s) name, permanent parcel number and mailing address. Adjacent properties shall include those properties bordering to the north, south, east, west, across a street from the property involved and those properties meeting corners of the property involved.

In the event of property transfers, the applicant shall be responsible for providing an updated list of current adjacent record title owner(s) to the office of the Clerk of Council twenty-five days prior to the date of any public hearing when the applicant will appear on the agenda.

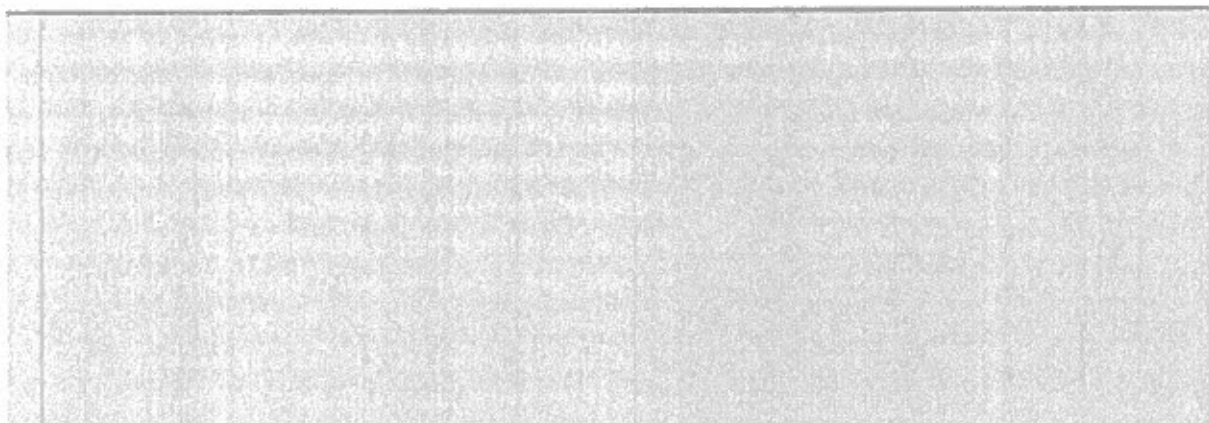
**PLANNING COMMISSION USE ONLY:**  APPROVED  DISAPPROVED

All approvals are conditional until applicant fully meets the requirements of applicable City ordinances enforced by the Chief Building Official, City Engineer, Fire Department and Police Department with respect to safety and design.

Board of Building & Zoning Appeals approval required  
 Conditions as set forth by the Commission on this date are \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Presiding officer at meeting)

Return completed form to Building Dept., 7307 Avon Belden Road, North Ridgeville, Ohio, 44039 after Commission action.

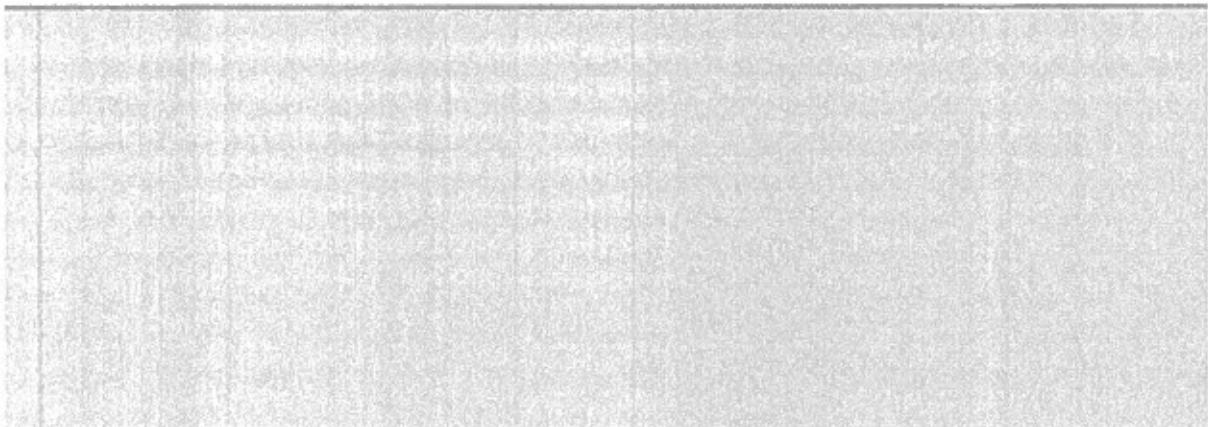


**Zoning Petition- JCL Group LLC**

**Parcel 07-00-028-102-042**

This property is located on the west side of Avon Belden Road, near the corner of Center Ridge Road. Its address is 6838 Avon Belden Road, North Ridgeville, Ohio 44035. It composes .5 acres of land. It is adjacent to Parcel 07-00-028-102-066. A portion of this property is zoned B-2 with the remainder zoned R-2.

**Please See Attachment.**







**J. Craig Snodgrass, CPA, CGFM**  
 Lorain County Auditor



Basic Search ▾ Advanced Search ▾ Select Sales Layers Refresh Printing More...



Remainder of Property in yellow  
 is owned by JCS Group LLC

300ft



**J. Craig Snodgrass, CPA, CGFM**  
Lorain County Auditor



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More...



300ft

[Click here for Legal Disclaimer](#)



**J. Craig Snodgrass, CPA, CGFM**  
Lorain County Auditor

- 042



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Advanced Search ▾

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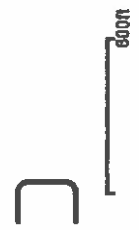
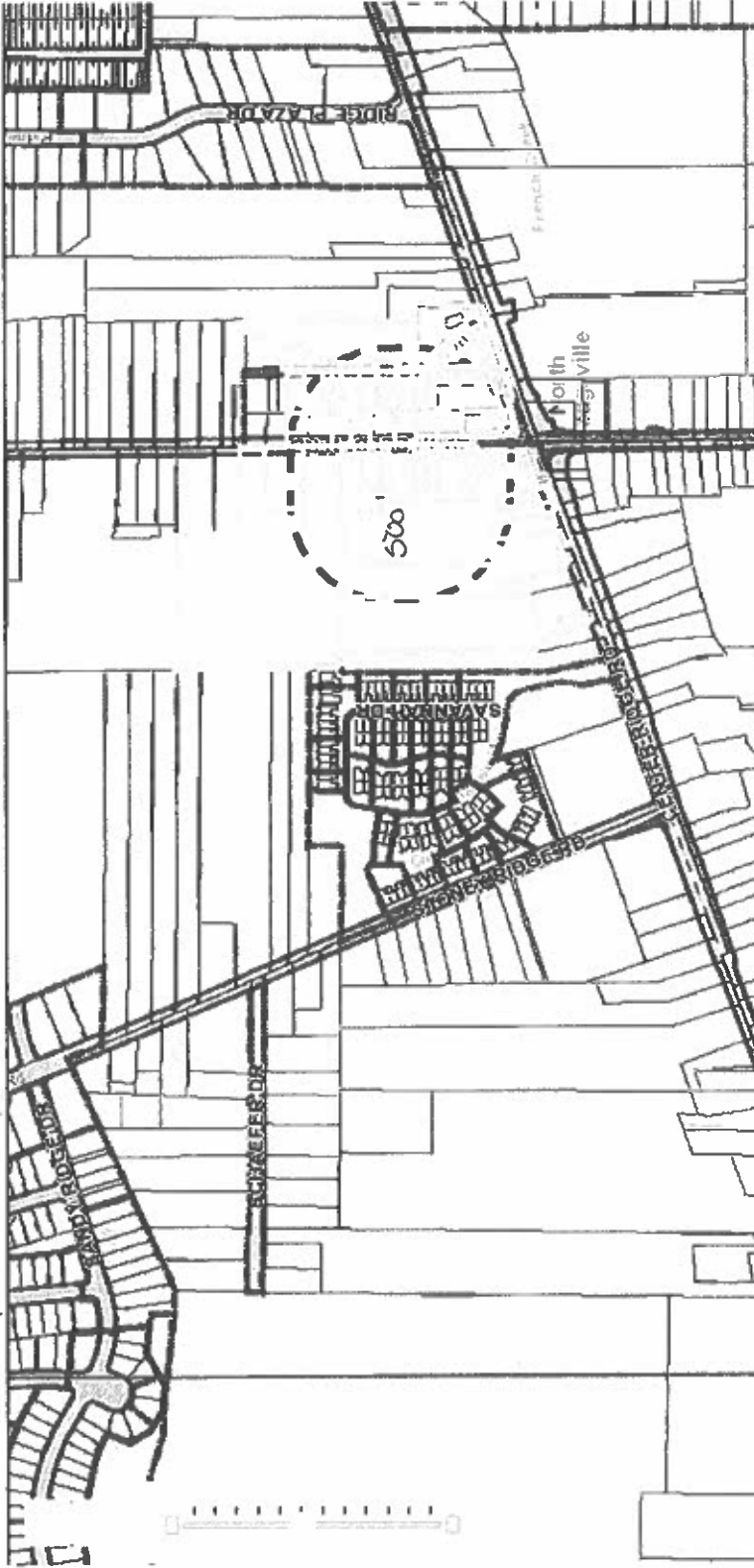
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**Legal Description for:  
Consolidation Parcel "A"  
All of Current Parcel Number: 07-00-028-102-042  
& A Portion of Current Parcel Number 07-00-028-102-066  
3.5146 Acres as Surveyed Overall**

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, and known as being part of Original Ridgeville Township Lot Number 28, also being a portion of land originally described in a deed to JCL Group LLC as recorded in Instrument Number 2004-0011257 of the Lorain County Deed records, and more particularly described as follows:

Beginning at the intersection of the centerline of Avon Belden Road (also known as State Route 83) (R/W Varies) and the original centerline of Center Ridge Road (also known as United States Route 20) (R/W Varies), said point being North 00 degrees 59'15" West a distance of 19.55 feet from the intersection of the centerline of said Avon Belden Road (also known as State Route 83) (R/W Varies) and the current centerline of said Center Ridge Road (also known as United States Route 20) (R/W Varies);

Thence southwesterly along the original centerline of said Center Ridge Road, 176.50 feet along the arc of a curve that bears to the left with a radius of 11453.16 feet, tangent of 88.25 feet, delta of 00 degrees 52' 59", and chord of 176.49 feet bearing South 69 degrees 45' 29" West, to a point of tangency;

Thence South 69 degrees 18' 59" West, along the original centerline of said Center Ridge Road, a distance of 4.86 feet, to a point at the southeasterly corner of a parcel of land as described in a deed to JCL Group LLC as recorded in Instrument Number 2004-0011256 of the Lorain County Deed records;

Thence Continuing South 69 degrees 18' 59" West, continuing along the original centerline of said Center Ridge Road, a distance of 100.17 feet, to a point;

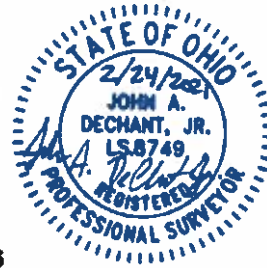
Thence North 13 degrees 09' 47" West, a distance of 32.28 feet, to a 5/8-inch rebar with cap stamped "RAFTER A LTD CORNER PIN" set at the southeasterly corner of a parcel of land as described in a deed to JCL Group LLC as recorded in Instrument Number 2020-07353769 of the Lorain County Deed records and the northerly right-of-way of said Center Ridge Road;

Thence South 69 degrees 18' 59" West, along the northerly right-of-way of said Center Ridge Road, a distance of 67.17 feet, to a 5/8-inch rebar with cap stamped "RAFTER A LTD CORNER PIN" set at the southeasterly corner of a parcel of land as described in a deed to Monro Muffler Brake Inc as recorded in Instrument Number 2013-0442676 of the Lorain County Deed records;

Thence North 12 degrees 52' 17" West, along an easterly line of said Monro Muffler Brake Inc parcel, a distance of 180.66 feet, to a 5/8-inch rebar with cap stamped "POLARIS" found at an angle point;

Thence North 01 degrees 06' 32" West, along an easterly line of said Monro Muffler Brake Inc parcel, a distance of 66.15 feet, to a 1-inch iron pipe found at the northeasterly corner of said Monro Muffler Brake Inc parcel and the Principal Place of Beginning of land herein described;

1. Thence South 87 degrees 47' 19" West, along the northerly line of said Monro Muffler Brake Inc parcel, a distance of 102.39 feet, to a 1-inch iron pin found at an angle point in the easterly line of a parcel of land as described in a deed to Michael T. Smittek as recorded in Deed Volume 1310 Page 152 of the Lorain County Deed Records;
2. Thence North 00 degrees 05' 00" East, along the westerly line of said Michael T. Smittek parcel, a distance of 582.08 feet to point in the southerly line of a parcel of land as described in a deed to Tyron R. Hall as recorded in Instrument Number 2015-0560395 of the Lorain County Deed Records; said point being 1.69 feet southerly from a 3/4-inch iron pipe found and being 0.76 feet northerly and 0.17 feet easterly from a 1-inch iron pipe (bent) found;



**Legal Description for:  
Consolidation Parcel "A"  
All of Current Parcel Number: 07-00-028-102-042  
& A Portion of Current Parcel Number 07-00-028-102-066  
3.5146 Acres as Surveyed Overall**

3. Thence North 89 degrees 53' 08" East, along the southerly line of said Tyron R. Hall parcel, passing thru a 3/4-inch iron pipe found at a distance of 122.68 feet, an overall distance of 209.39 feet to a point at the northwesterly corner of a parcel of land as described in a deed to Kenneth R. and Linda R. Bailey as recorded in Deed Volume 1403 Page 663 of the Lorain County Deed Records; Said point being 0.80 feet southerly and 0.09 feet easterly from a 3/4-inch iron pipe with a 5/8-inch rebar in center (bent) found;
4. Thence South 00 degrees 58' 37" East, along the westerly line of said Kenneth R. and Linda R. Bailey parcel, passing thru a 5/8-inch rebar (bent) found at a distance of 148.98 feet, an overall distance of 149.89 feet to a point;
5. Thence North 89 degrees 53' 08" East, along the southerly line of said Kenneth R. and Linda R. Bailey parcel, passing thru a 3/4-inch iron pin found at a distance of 223.51 feet, an overall distance of 225.00 feet to a point in the westerly right-of-way of said Avon Belden Road;
6. Thence South 00 degrees 58' 37" East, along the westerly right-of-way of said Avon Belden Road, a distance of 30.06 feet to point; said point being 1.39 feet easterly from a 1-inch iron pipe found;
7. Thence North 89 degrees 53' 08" East, a distance of 30.00 feet to the centerline of said Avon Belden Road;
8. Thence South 00 degrees 58' 37" East, along the centerline of said Avon Belden Road, a distance of 99.00 feet, to a point;
9. Thence South 89 degrees 53' 08" West, passing thru a 5/8-inch rebar with cap stamped "RAFTER A LTD LINE PIN" set at a distance of 30.00 feet at the northeasterly corner of a parcel of land as described in a deed to William S. Kandle and Jennifer L. Kandle as recorded in Instrument Number 2003-0887918 of the Lorain County Deed Records, an overall distance of 223.76 feet along the northerly line of said William S. Kandle and Jennifer L. Kandle parcel to a 5/8-inch rebar with cap stamped "RAFTER A LTD CORNER PIN" set;
10. Thence South 00 degrees 58' 37" East, along the westerly line of said William S. Kandle and Jennifer L. Kandle parcel, the westerly line of a parcel of land as described in a deed to Reborn LLC as recorded in Instrument Number 2016-0588484 of the Lorain County Deed Records, and the westerly line of a parcel of land as described in a deed to CSL Ohio System LLC as recorded in Instrument Number 2016-0595942 of the Lorain County Deed Records, a distance of 200.96 feet to a point; said point being 1.05 feet westerly from a 5/8-inch rebar with cap stamped "KS" found;
11. Thence South 89 degrees 35' 25" West, a distance of 75.00 feet, to a 5/8-inch rebar with cap stamped "RAFTER A LTD CORNER PIN" set;
12. Thence South 53 degrees 48' 25" West, a distance of 90.08 feet, to a 5/8-inch rebar with cap stamped "RAFTER A LTD CORNER PIN" set;
13. Thence South 00 degrees 24' 35" East, a distance of 45.00 feet, to a 1-inch iron pipe found and the Principal Place of Beginning;

The land described contains 3.5146 Acres of land, all of which is subject to all legal roads, restrictions and easements of record. The basis of bearing is derived from a portion of the centerline of Center Ridge Road which was assumed to be South 69 degrees 18' 59" West. This legal description is based upon an actual field survey performed by Rafter A, Ltd in January of 2021.