



LORAIN CITY COUNCIL

Regular Meeting Agenda

Monday, March 16, 2026 @ 6:00 p.m.

1. **OPENING OF COUNCIL:** Prayer and the Pledge of Allegiance.
2. **ROLL CALL:**
3. **DISPOSITION OF MINUTES:**
 - a. March 2, 2026 Regular Meeting Minutes
 - b. February 23, 2026 Public Hearing Minutes
4. **CORRESPONDENCE/REPORTS FROM DIRECTORS, BOARDS AND COMMISSIONS & OTHER GOVERNMENTAL AGENCIES**
 - a. Mayor Bradley's request for Council to approve the appointment of Jeff Neal and reappointment of Gloria Buxton to the City of Lorain Tax Incentive Review Council for a three-year term.
 - b. Correspondence received from TDI Lorain, LLC requesting withdrawal of their application from Council Agenda on March 16, 2026.
5. **PUBLIC COMMENTS:** (The sign-in sheet will be collected prior to commencement of the meeting) The two (2) minute per person limit and twenty (20) minute max will be observed.
6. **COMMITTEE REPORTS:**
 - a. Finance and All of Council.
7. **LEGISLATION - FIRST READING:**
 - a. ___ Reso. recognizing Irish Heritage & Nationality Month.
 - b. ___ Ord. repealing Ord. 82-14 Chapter 775 of the Lorain Codifieds & adopting a new Chapter 776 of the Codifieds.
 - c. ___ Ord. assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk, etc.
 - d. ___ Ord. auth the S/S Director to enter into a contract for professional svcs related to the planning & work associated with the Lorain SSES.
 - e. ___ Ord. auth S/S Director to accept and enter into an agreement with ODOT for the implementation of the Bascule Bridge Notification project.
 - f. ___ Ord. auth the S/S Director to enter into an agreement w/ LJB Inc. for professional services related to the design of the various high visibility markings & RRFB Systemic Safety Project.
 - g. ___ Auth S/S Director to modify a contract w/ Quality Control Services for professional services associated w/ Tower/SR58 Traffic Signal Improvement Project.
 - h. ___ Ord. auth S/S Director to enter contract w/ the highest rated and ranked professional engineering firm for professional services related to the construction of the Tower Blvd rehab project.
 - i. ___ Ord. auth the Auditor to pay invoices submitted by the Utilities Dept. that invoke the Then and Now Cert. Exception Process as per ORC Sec. 5705.41.
8. **LEGISLATION - SECOND READING:**
 - a. ___ Reso. amending Resolution 1-26, Rule 16- Order of Business.
9. **LEGISLATION - THIRD READING: None.**

10.

COMMITTEE CALLS:

- March 23, 2026 @ 5:30pm - Public Hearing to discuss a preliminary development plan, PDP 1-2026, located at Lighthouse Pointe.
- April 13, 2026 @ 5:30pm - Finance Committee for a quarterly budget update.

11.

ADJOURNMENT.

City Council Regular Meeting

3. a.

Meeting Date: 03/16/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

March 2, 2026 Regular Meeting Minutes

Administration only

March 2, 2026 Regular Meeting Minutes

We recommend to council

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 03/13/2026

Started On: 03/13/2026 10:14 AM

Chaplain Angel Arroyo led council in the prayer and President Arredondo led the Pledge of Allegiance and then called the regular meeting to order at 6:03p.m.

ROLL CALL:

PRESENT- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

ABSENT - 1 Mrs. Carter.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to excuse the absent member. Motion carried unanimously.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to suspend the regular order of business and consider item 7am. Motion carried unanimously.

LEGISLATION – FIRST READING:

Resolution 10-26 a.) Introduced by Mr. Arroyo, a resolution honoring the Southview 8th Grade Boys Basketball Team for an undefeated season and Greater Cleveland Conference Championship.

Moved by Mr. Arroyo, supported by Mr. Dimacchia, to suspend the three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Dimacchia congratulated the 8th Grade Team.

Moved by Mr. Arroyo, supported by Mr. Dimacchia, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

At this time Mr. Arroyo presented the resolution to the 8th Grade Boys team and coaching staff.

DISPOSITION OF MINUTES:

a.) February 2, 2026 Regular Meeting Minutes. Moved by Mrs. Springowski, supported by Mr. Fallis, to dispense with the reading of the minutes and accept them as written. Motion carried unanimously.

b.) February 9, 2026 Special Call Minutes. Moved by Mr. Fallis, supported by Mrs. Springowski, to dispense with the reading of the minutes and accept them as written. Motion carried unanimously.

c.) February 16, 2026 Regular Meeting Minutes. Moved by Mrs. Springowski, supported by Mr. Fallis, to dispense with the reading of the minutes and accept them as written. Motion carried unanimously.

CORRESPONDENCE/REPORTS FROM DIRECTORS, BOARDS AND COMMISSIONS & OTHER GOVERNMENTAL AGENCIES:

a.) Correspondence received from the Ohio Division of Liquor Control advising of a New C2 permit application received for Nothing But Growth LLC, Green Store, located at 912 West 9th St., 44052 (2nd Ward). Moved by Ms. Kempton, supported by Mr. Drwal, to authorize the Clerk to notify the board that no complaints have been received. Motion carried unanimously.

b.) Correspondence received from CHN Housing notifying Council of their plans to be the General Partner of a 63-unit residential rental development known as Southern Heights Preservation at 1655 E. 30th St. Without objection, receive and file.

c.) Mayor Bradley's request for Council to approve the reappointments of Henry Patterson and Brandon Wysocki to the City of Lorain Zoning Board of Appeals for

a six-year term. Moved by Mr. Dimacchia, supported by Ms. Kempton, to concur with the appointment. Motion carried unanimously.

d.) Mayor Bradley's 2026 State of the City Address presentation. Moved by Mr. Fallis, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.

e.) Correspondence received from Law Director Riley regarding the dismissal of Case 25CV219080, Knapp et. al. v City of Lorain. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.

PUBLIC COMMENTS: Clerk Dull announced that there are no members of the public signed up to speak this evening.

COMMITTEE REPORTS:

a.) The Building & Lands Committee met on Monday, February 23, to hear a presentation regarding a proposed resolution approving & adopting the Urban Agriculture Plan, "Growing Together". The committee recommended sending the matter back to Council for consideration and it is item 8a on this evening's agenda. Moved by Mrs. Springowski, supported by Mr. Dimacchia, to concur with the committee report. Motion carried unanimously.

LEGISLATION – FIRST READING:

Resolution 11-26 b.) Introduced by Ms. Kempton, a resolution recognizing and declaring the month of March as "Women's History Month" in the City of Lorain, Ohio. Moved by Ms. Kempton, supported by Mrs. Springowski, to suspend the three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended. Moved by Ms. Kempton, supported by Mrs. Springowski, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

Proposed Resolution c.) Introduced by Ms. Kempton, a resolution amending Resolution 1-26, Rule 16-Order of Business.

AYES- 8 Messrs. Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 2 Messrs. Springowski, Dimacchia. The rule was not suspended.

Resolution 12-26 d.) Introduced by Mr. Dimacchia, a resolution amending Section IV of Resolution 07-26 and declaring an emergency.

Moved by Mr. Dimacchia, supported by Mr. Drwal, to suspend the three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Dimacchia clarified the Secretary of State reached out to the Board of Elections asking for an amendment.

Moved by Mr. Dimacchia, supported by Mr. Drwal, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

Resolution 13-26 e.) Introduced by Mr. Thornsberry, a resolution declaring it necessary to remove and construct new sidewalks in 2026 at various locations in the City of Lorain,

requiring that abutting property owners construct the same and declaring an emergency.

Moved by Mr. Thornsberry, supported by Mr. Drwal, to suspend the three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

Moved by Mr. Thornsberry, supported by Mr. Drwal, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

Ordinance 30-26

f.) Introduced by Ms. Kempton, an ordinance authorizing and directing the Safety/Service Director of the City of Lorain, Ohio to enter into a contract with Hastings Water Works, the sole source vendor, for the operation of the city pool located at Oakwood Park, without bidding, and declaring an emergency.

Moved by Ms. Kempton, supported by Mrs. Springowski, to suspend the statutory three reading rule.

AYES- 9 Messrs. Dimacchia, Springowski, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 1 Mr. Fallis. The rule was suspended.

Moved by Ms. Kempton, supported by Mrs. Springowski, to pass the ordinance.

AYES- 9 Messrs. Dimacchia, Springowski, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 1 Mr. Fallis. The ordinance passed unanimously.

Ordinance 31-26

g.) Introduced by Mrs. Springowski, an ordinance adopting the recommendation of the City of Lorain Planning Commission to approve with conditions the request to rezone 2973 G Street and Permanent Parcel Number 03-00-047-113-009 from B-2 to R-2 and more fully described in exhibit "A" attached hereto. (ZCA 3-2025)

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Drwal stated he has no complaints regarding this.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to pass the ordinance.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The ordinance passed unanimously.

Ordinance 32-26

h.) Introduced by Mrs. Springowski, an ordinance authorizing the Safety/Service Director of the City of Lorain to enter into an agreement for the City of Lorain release of claims against An Hoai Tran and declaring an emergency

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Springowski requested that Mrs. Golden give an overview and explanation regarding the brownfield grants.

Kate Golden, Engineer, explained the city has been working since 2022 to clean up the site. The Engineering Dept., Law Dept., Administration, Ohio Attorney Generals Office, ODOD, Ohio EPA, County Prosecutor, Lorain County Landbank and County Commissioners to get to where we are today. The ordinance will release claims, if any are found, for it to move forward to the land bank.

Councilmember Springowski inquired if this is absolving Mr. Tran of his tax obligations, and if he is still responsible through the county for those?

Mrs. Golden answered it is not, and that is accurate.

Councilmember Arroyo inquired about the timeframe. Also, about the structures that will be demolished.

Mrs. Golden answered she expects the work will start this summer. Asbestos removal, demolition and removal of any other non-contaminated material. Also, the material at the Stoveworks site will be used to fill in the basement of the St. Joes site. She also explained the community center area and doctor office will not be part of the demolition, but could eventually be.

Councilmember Fallis clarified, they are removing bad debris and filling it in with debris from Stoveworks.

Mrs. Golden explained, yes, it is soil that was brought in for basement fill.

Councilmember Springowski inquired, the soil being used from Stoveworks is not acceptable for residential, and St. Joes is not residential.

Mrs. Golden answered that is correct and explained the intention of the property is commercial and mixed-use.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to pass the ordinance.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The ordinance passed unanimously.

Ordinance 33-26 i.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety Service Director to purchase equipment needed by the City of Lorain Department of Public Property and declaring an emergency.

Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The ordinance passed unanimously.

Ordinance 34-26 j.) Introduced by Ms. Kempton, an ordinance amending Ordinance 154-05 and Section 509.11(A) and Section 509.11(C) of the Lorain Codified Ordinances which sets the hours of public parks and beaches in the City of Lorain.

Moved by Ms. Kempton, supported by Mr. Fallis, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Arroyo inquired about leagues utilizing Oakwood Park for basketball and lack of lighting, also if these hours will affect the leagues practicing. Mayor Bradley explained where there is lighting, they will continue to be able to utilize the areas.

Councilmember Arroyo inquired if the lights at Oakwood would be fixed.

Mayor Bradley answered it would not, and suggested Mr. Arroyo have the discussion with the Parks Department.

Moved by Ms. Kempton, supported by Mr. Fallis, to pass the ordinance.

AYES- 9 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Bearer, Thornsberry.

NAYS- 1 Mr. Arroyo. The ordinance passed unanimously.

Ordinance 35-26 k.) Introduced by Mrs. Springowski, an ordinance appropriating funds for current expenses and other expenditures of the City of Lorain, State of Ohio as passed by

Temporary Budget Ordinance #185-25 beginning January 1, 2026 and ending March 31, 2026 and declaring an emergency.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to pass the ordinance.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The ordinance passed unanimously.

Proposed Ordinance 1.) Introduced by Mrs. Springowski, an ordinance appropriating money for current expenses and other expenditures of the City of Lorain, State of Ohio beginning January 1, 2026 and ending December 31, 2026 and declaring an emergency.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to suspend the statutory three reading rule.

AYES- 9 Messrs. Dimacchia, Springowski, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 1 Mr. Fallis. The rule was suspended.

REMARKS: Councilmember Fallis requested additional information from the auditor's office, the revenues and beginning cash balances.

Moved by Mr. Fallis, supported by Ms. Kempton, to refer the matter to committee.

AYES- 6 Messrs. Fallis, Kempton, Torres, Gonzalez, Bearer, Thornsberry.

NAYS- 4 Messrs. Springowski, Dimacchia, Drwal, Arroyo. The ordinance is referred to committee.

LEGISLATION – SECOND READING:

Resolution 14-26 a.) Introduced by Mrs. Springowski, a resolution supporting the adoption of the City of Lorain Urban Agriculture Plan, entitled "Growing Together," its submission to the United States Department of Agriculture as Lorain's Official Urban Agriculture Plan.

Moved by Mrs. Springowski, supported by Mr. Drwal, to suspend the three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

Moved by Mrs. Springowski, supported by Mr. Drwal, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

LEGISLATION – THIRD READING: None.

COMMITTEE CALLS:

- March 9, 2026 @ 5:30pm – Finance Committee & All of Council to discuss the 2026 Permanent Budget
- ~~March 16, 2026 @ 5:30pm – Public Hearing to discuss ZCA 1-2026; the rezoning of 1051 Meister Rd. from B2 to H1. CANCELLED- APP. WITHDRAWN~~
- March 23, 2026 @ 5:30pm - Public Hearing to discuss a preliminary development plan, PDP 1-2026, located at Lighthouse Pointe.
- April 13, 2026 @ 5:30pm - Finance Committee for a quarterly budget update.

ADJOURNMENT

Moved by Mrs. Springowski, supported by Ms. Torres, to adjourn the meeting. The motion carried with one dissenting vote from Mr. Dimacchia, the meeting adjourned at 6:40pm.

COUNCIL

PRESIDENT OF

Beanna Dull

Clerk of Council

Accepted:

DRAFT

City Council Regular Meeting

3. b.

Meeting Date: 03/16/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

February 23, 2026 Public Hearing Minutes

Administration only

February 23, 2026 Public Hearing Minutes

We recommend to council

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 03/13/2026

Started On: 03/13/2026 10:16 AM

PUBLIC HEARING

LORAIN COUNCIL CHAMBERS - CITY HALL BLDG. - LORAIN, OH

February 23, 2026

PRESENT: Messrs. Dimacchia, Springowski, Fallis, Kempton, Gonzalez, Arroyo,
Bearer.
ABSENT: Messrs. Drwal, Carter, Torres, Thornsberry, Arredondo.

President Pro-Tem Dimacchia called the public hearing to order at 5:33p.m. Clerk Dull announced that this public hearing was called to discuss an application to rezone a parcel located at 2973 G Street from B-2 general commercial district to an R-2 transitional residential district. The parcel number is 03-00-047-113-009, this is ZCA 3-2025 and Iraida Robles is the applicant. The Lorain City Planning Commission met on January 14, 2026, and recommended approval of this application to Lorain City Council. Notice of this hearing was published in a local newspaper as required by State Statutes, and abutting property owners were notified by mail.

REMARKS: PRESIDENT PRO-TEM DIMACCHIA: Asked if the applicant was present.
ABEL ROBLES: Spoke regarding the project and what they are looking to accomplish. Mr. Robles considered converting it into a commercial property, but elected to make it residential. He explained how proud he is of his home.
COUNCILMEMBER SPRINGOWSKI: Spoke regarding attending the meetings where the resident had presented his plans for the property. Also mentioned the previous Council woman's concerns regarding the parking lot and was assured it would be converted into a yard.
COUNCILMEMBER FALLIS: Spoke regarding the property and how it has improved and asked the applicant to explain his plan.
MR. ROBLES:
MARK LESNER: Introduced himself and explained the home being converted from a business to a residence.
COUNCILMEMBER FALLIS: Voiced support for the plan.

Without further comment, President Pro-Tem Dimacchia adjourned the public hearing at 5:42pm.

Council President Pro-Tem

Brianna Dull

Clerk of Council

Accepted:



CITY OF LORAIN

City Council Regular Meeting

4. a.

Meeting Date: 03/16/2026

Submitted by: Alonna Lopez, Executive Assistant

PURPOSE AND BACKGROUND

Mayor Bradley's request for Council to approve the appointment of Jeff Neal and reappointment of Gloria Buxton to the City of Lorain Tax Incentive Review Council for a three-year term.

RECOMMENDATION TO COUNCIL:

Consider for appointment.

We recommend to council

Attachments

Neal Letter
Resume
Buxton Letter

Form Review

Inbox	Reviewed By	Date
Mayor Bradley	Jack Bradley	03/11/2026 05:02 PM
Breanna Dull	Maggie Partin	03/13/2026 10:01 AM
Breanna Dull	Breanna Dull	03/13/2026 10:39 AM
Form Started By: Alonna Lopez		Started On: 03/11/2026 11:30 AM
Final Approval Date: 03/13/2026		



The City of Lorain, Ohio
Jack W. Bradley
Mayor

March 10, 2026

Lorain City Council
200 West Erie Avenue, 1st Floor
Lorain, OH 44052

Dear Members of Council:

I am requesting Council's approval to appoint Jeff Neal to the Tax Incentive Review Council effective immediately through March 15, 2029, as a member of the public as required by ORC 5709.85(A)(1). Attached is the biographical information for Mr. Neal.

Thank you in advance for your kind consideration of this appointment request.

Sincerely,



Jack W. Bradley, Mayor
City of Lorain, Ohio



JEFFREY W NEAL

Cell: 440-785-6063 | jeffneal531@gmail.com | jeffneal531@gmail.com

Summary

Licensed Realtor with extensive property valuation expertise and strong decision-making skills. Proven ability to conduct market analysis and manage real estate transactions effectively. Proven real estate professional with valuation expertise and contract negotiation skills. Focused on delivering investment insights and managing real estate transactions efficiently. Current owner/operator of Trent's Joint on The River and advocate

Skills

- Valuation expertise
- Investment insight
- Contract negotiation
- Local expertise
- Decision making
- Problem solving
- Local expertise
- Decision making
- Team collaboration

Experience

Russell REALTORS | Amherst, OH
Licensed Realtor
08/2020 – Present

- Conducted market analysis to identify property values and trends, informing pricing strategies.
- Managed real estate transactions from initiation through closing, ensuring compliance and client satisfaction.
- Researched and established competitive market pricing to enhance property positioning.

Self | Lorain, Ohio
Landlord/Investor
07/2017 – Present

- Managed rental agreements and tenant relationships for multiple properties.
- Oversaw financial management, including rent collection and budget tracking.
- Researched zoning laws and other regulations governing land use in order to determine feasibility of development projects.

Self | Lorain, Ohio
Real Estate Appraiser
04/2016 – 04/2019

- Conducted property appraisals for residential and commercial real estate transactions.
- Evaluated property conditions through on-site inspections and maintained knowledge of local market sales.
- Analyzed comparable property sales to determine accurate valuations.

Palace Theater | Lorain, Ohio
President, Board of Directors
06/2012 – 03/2018

- Approved organizational policies, procedures, and budgets to support Board of Directors' strategic initiatives.
- Engaged in fundraising campaigns to attract financial and operational policy development.
- Built relationships with local media and real estate industry partnerships and sponsorship opportunities, strengthening community ties.

Education and Training

Lorain High School | Lorain
06/2019

- Owns/operate Trent's Joint on the River Lorain, Ohio
- Renovations and managed the Lorain Sign in Downtown Lorain.

Lorain County Community College
07/2019 – 07/2029

Activities

- Owns/operate Trent's Joint on the River Lorain, Ohio
- Renovations and managed the Lorain Sign in Downtown Lorain.



The City of Lorain, Ohio
Jack W. Bradley
Mayor

March 10, 2026

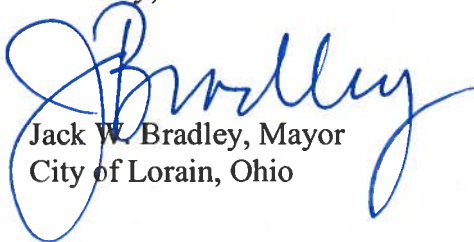
Lorain City Council
200 West Erie Avenue, 1st Floor
Lorain, OH 44052

Dear Members of Council:

I am requesting Council's approval to reappoint Gloria Buxton to the Tax Incentive Review Council effective March 26, 2026, through March 25, 2029, as a member of the public as required by ORC 5709.85(A)(1).

Thank you in advance for your kind consideration of this appointment request.

Sincerely,



Jack W. Bradley, Mayor
City of Lorain, Ohio



CITY OF LORAIN

City Council Regular Meeting

4. b.

Meeting Date: 03/16/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from TDI Lorain, LLC requesting withdrawal of their application from Council Agenda on March 16, 2026.

RECOMMENDATION TO COUNCIL:

Receive and file.

We recommend to council

Attachments

Correspondence

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/13/2026

Started On: 03/13/2026 08:41 AM

TDI LORAIN, LLC
ELEVEN PARKWAY CENTER, SUITE 300
PITTSBURGH, PA 15220
TELEPHONE: (412) 921-6100
EMAIL: s.weisbrod@kossman.com

RECEIVED
3-2-26
BDell

February 26, 2026

Lorain City Council
200 West Erie Avenue, Room 103
Lorain, OH 44052
Attention: Breanna Dull
Clerk of Council

Re: Zoning Application: ZCA-1-2026
Application to Rezone PPN 02-01-006-184-022
1051 Meister Road from B-2 to I-1

Dear Ms. Dull:

We are in receipt of the Notice from the Lorain City Council notifying us of a Public Hearing on the above matter which has been set for March 16, 2026. Please remove this matter from the Lorain City Council's agenda on that date. We hereby withdraw our application without prejudice to our right to re-file at a future date if we choose.

Sincerely,



Steve Weisbrod
Senior Vice President Real Estate
and Operations

SW/mas

cc: Evelisse Atkinson (Evelisse_Atkinson@cityoflorain.org)
Matt Kuszniir (matt_kusznir@cityoflorain.org)
Curtis Kossman
Marc Kossman



CITY OF LORAIN

City Council Regular Meeting

6. a.

Meeting Date: 03/16/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

The Finance Committee and All of Council met on Monday, March 9th to discuss the 2026 Permanent Budget. The committee recommended having further discussions regarding the deficit concerns within the Water Pollution Control Fund before referring the budget ordinance back to council for consideration.

RECOMMENDATION TO COUNCIL:

Concur with the Committee Report

We recommend to council

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/09/2026

Started On: 03/09/2026 02:53 PM



CITY OF LORAIN

City Council Regular Meeting

7. a.

Meeting Date: 03/16/2026

Submitted by: Maggie Partin, Deputy Clerk

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION RECOGNIZING IRISH HERITAGE AND NATIONALITY MONTH IN THE CITY OF LORAIN

PURPOSE AND BACKGROUND:

WHEREAS, Irish immigrants and their descendants have played an important role in shaping the history, culture, and economic strength of the United States and the City of Lorain; and

WHEREAS, the legacy of perseverance demonstrated by the Irish people, particularly during the Great Hunger in Ireland, reflects a story of courage, faith, and determination that continues to inspire generations; and

WHEREAS, Irish Americans have contributed significantly to public service, labor, education, business, the arts, and civic leadership, advancing the principles of liberty and equality; and

WHEREAS, local organizations including the West Side Irish American Club, the Ohio Ancient Order of Hibernians and Irish Heritage Club of Lorain help preserve and promote Irish culture, heritage, and charitable service within our community; and

WHEREAS, the celebration of St. Patrick's Day on March 17th and Irish Heritage and Nationality Month fosters cultural pride, unity, and appreciation throughout the City of Lorain.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider

Admin Only (descrip. for agenda)

___ Reso. recognizing Irish Heritage & Nationality Month.

Attachments

Resolution

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/09/2026

Started On: 03/09/2026 11:54 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

Resolution No. _____
**A RESOLUTION RECOGNIZING IRISH
HERITAGE AND NATIONALITY MONTH
IN THE CITY OF LORAIN.**

- WHEREAS,** Irish immigrants and their descendants have played an important role in shaping the history, culture, and economic strength of the United States and the City of Lorain; and
- WHEREAS,** the legacy of perseverance demonstrated by the Irish people, particularly during the Great Hunger in Ireland, reflects a story of courage, faith, and determination that continues to inspire generations; and
- WHEREAS,** Irish Americans have contributed significantly to public service, labor, education, business, the arts, and civic leadership, advancing the principles of liberty and equality; and
- WHEREAS,** local organizations including the West Side Irish American Club, the Ohio Ancient Order of Hibernians and Irish Heritage Club of Lorain help preserve and promote Irish culture, heritage, and charitable service within our community; and
- WHEREAS,** the celebration of St. Patrick's Day on March 17th and Irish Heritage and Nationality Month fosters cultural pride, unity, and appreciation throughout the City of Lorain.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO

Section 1. That Lorain City Council, on behalf of all residents in the City of Lorain, proudly honors March as **Irish Heritage and Nationality Month** in the City of Lorain, Ohio.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 ORC.

Section 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2026

PRESIDENT OF COUNCIL

Attest: _____
CLERK OF COUNCIL

MAYOR



CITY OF LORAIN

City Council Regular Meeting

7. b.

Meeting Date: 03/16/2026

Submitted by: Alonna Lopez, Executive Assistant

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE REPEALING ORDINANCE NO. 82-14 CHAPTER 775 OF THE LORAIN CODIFIED ORDINANCES AND ADOPTING NEW CHAPTER 776 OF THE LORAIN CODIFIED ORDINANCES.

PURPOSE AND BACKGROUND

WHEREAS, the City of Lorain has determined that the identification and regulation of mobile food vending operators in a uniform manner is necessary to protect the public health, safety and welfare; and,

WHEREAS, the City of Lorain has determined that the current ordinance regulating mobile food vending which was passed in 2014 does not adequately address the evolution of the mobile food vending industry over the subsequent twelve (12) years; and,

WHEREAS, the City of Lorain has determined that Ordinance No. 82-14 cannot be adequately revised to address the need to regulate the changes in the mobile food vending industry that have occurred since 2014 and therefore the creation and adoption of a new regulatory policy for mobile food vending business is necessary to protect the health, safety and welfare of the citizen of the City of Lorain.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Admin Only

___ Ord. repealing Ord. 82-14 Chapter 775 of the Lorain Codifieds & adopting a new Chapter 776 of the Codifieds.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Mayor Bradley	Jack Bradley	03/09/2026 04:22 PM
Carrion	Breanna Dull	03/10/2026 10:39 AM
Carrion	Alonna Lopez	03/10/2026 11:21 AM
Mayor Bradley	Jack Bradley	03/11/2026 05:02 PM
Carrion		03/12/2026 04:56 PM
P. Riley	Michele Beko	03/13/2026 09:34 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____
AN ORDINANCE REPEALING ORDINANCE NO. 82-14
CHAPTER 775 OF THE LORAIN CODIFIED ORDINANCES
AND ADOPTING NEW CHAPTER 776 OF THE LORAIN
CODIFIED ORDINANCES

WHEREAS, the City of Lorain has determined that the identification and regulation of mobile food vending operators in a uniform manner necessary to protect the public health, safety and welfare; and,

WHEREAS, the City of Lorain has determined that the current ordinance regulating mobile food vending which was passed in 2014 does not adequately address the evolution of the mobile food vending industry over the subsequent twelve (12) years; and,

WHEREAS, the City of Lorain has determined that Ordinance No. 82-14 cannot be adequately revised to address the need to regulate the changes in the mobile food vending industry that have occurred since 2014 and therefore the creation and adoption of a new regulatory policy for mobile food vending business is necessary to protect the health, safety and welfare of the citizens of the City of Lorain.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO.

SECTION I. That Ordinance No. 82-14, Lorain Codified Ordinance Chapter 775 – **MOBILE FOOD VENDING** is hereby repealed:

SECTION II. That new Section 776 – **MOBILE FOOD VENDING of Lorain Codified Ordinances** is hereby created, and which reads as follows:

CHAPTER 776 – MOBILE FOOD VENDING

Chapter 776 - MOBILE FOOD VENDING

776.01 - Definitions.

Unless a different meaning is clearly indicated by the context in which the word is used, when used in this chapter:

- (a) “Application Packet” shall mean the forms provided by the City for a Mobile Food Vending permit.
- (b) “Board” shall mean the Mobile Food Vending Advisory Board.
- (c) “Director” shall mean the Safety/Service Director or designee.

(d) “Department of Health” shall have the same meaning as “licensor” for a mobile food vending retail license in Ohio Revised Code 3717.01(O).

(e) “Lorain Fire Department” shall mean the Lorain Fire Department as is further defined in Chapter 133 of the Lorain Codified Ordinances.

(f) “Food” shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

(g) “Food service operation” shall mean, for the purposes of a mobile food vending permit, a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used in this subsection, “served” means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or additional preparation and “prepared” means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.

(h) “Food trailer” shall mean any vehicle without motive power that is designed to be drawn by a motor vehicle and is specifically designed or used for food vending operations.

(i) “Food truck” shall mean a vehicle propelled by an engine which has been specifically designed or used for mobile food vending.

(j) “Food truck industry” shall mean food trucks, push carts, pedi-food carts, and food trailers.

(k) “Food vending operation” shall mean a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used in this subsection, “served” means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or additional preparation and “prepared” means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.

(l) “Mobile Food Vending Retail License” shall mean a permit issued by a department of health pursuant to Section 3717 of the Ohio Revised Code. Such health license shall be separate from any other license or permit required under this chapter.

(m) “Licensing period” shall mean the first (1st) day of April to the thirty-first (31st) day of March of the next succeeding year.

(n) “Mobile food vending court” shall mean a location where the public right of way is closed for vehicular traffic on a temporary or permanent basis to allow two or more mobile food vending units to operate from such location.

(o) “Mobile food vending permit” shall mean an official document issued by the Department of Building, Housing, and Planning authorizing operation of a mobile food vending unit within the corporate limits of the city of Lorain. Mobile food vending permit does not include a health

license required by Section 3717 of the Ohio Revised Code. Unless otherwise stated, “permit” shall have the same meaning as “mobile food vending permit.”

(p) “Mobile Food Vending Unit” shall mean a food service operation or retail food establishment that is operated from a food truck, food trailer, pedi-food cart, or pushcart, and that can or does routinely change location.

(q) “Mobile food vendor” shall mean every corporation, association, joint stock association, person, firm or partnership, their lessees, directors, receivers, trustees, appointees by any court whatsoever, or the beneficiaries, executors, administrators, or personal representatives or assignees of any deceased owner, owning, controlling, operating or managing any mobile food vending unit.

(r) “Operator” shall mean the individual who manages one (1) or more mobile food vending units whether as the owner, an employee of the owner or as an independent contractor.

(s) “Permanently revoke” shall, for the purposes of a mobile food vending permit, mean to terminate all rights and privileges under a permit for a period of ninety (90) days or greater and to render the holder of a permit ineligible to reapply for said permit.

(t) “Pedi-food cart” shall mean a vehicle propelled by human power which has been specifically designed or used for mobile food vending and is or may be operated on a road, street or alley.

(u) “Public right of way” shall mean any property owned by the city of Lorain, including but not limited to, any street, road, alley, sidewalk, vacant lot, or other tract of land.

(v) “Pushcart” shall mean a vehicle propelled by human power which has been specifically designed or used for mobile food vending. Vehicles not specifically designed for mobile food vending including, by way of example and not by way of limitation, racks, wheelbarrows, dollies, grocery carts, baby carriages, tables, chairs, benches, cabinets, or other furniture and boxes, buckets, tubs, or other containers or devices which normally rest on the ground whether or not wheels have been attached shall not be permitted as pushcarts.

(w) “Revoke” shall, for the purposes of a mobile food vending permit, mean to terminate all rights or privileges under a permit for a period not to exceed ninety (90) days after which the individual must reapply for a permit.

(x) “Retail food establishment” shall, for the purposes of a mobile food vending permit, mean a premises or part of a premises where food is stored, processed, prepared, manufactured, or otherwise held or handled for sale of food to a person who is the ultimate consumer.

(y) “Rule” or “rules” shall, unless otherwise stated in this chapter, mean rules promulgated as provided for in this chapter. Such rules shall not be temporary rules and shall be submitted to the Mobile Food Vending Advisory Board at least thirty (30) days prior to promulgation.

(z) "Suspend" shall, for the purposes of a mobile food vending permit, mean to temporarily deprive a permit holder of rights or privileges under a permit for a period not to exceed ninety (90) days.

(aa) "Vending" shall mean the sale of food to a person who is the ultimate consumer. Such sales do not include those from a vending machine, as defined in Ohio Revised Code 3717.01(L).

776.02 - Permit required for operation.

(a) No individual or organization shall operate, or cause to be operated, any mobile food vending unit within the corporate limits of the City of Lorain without a current and valid mobile food vending permit issued by the Building, Housing, and Planning Department in accordance with the provisions of this chapter and applicable general licensing requirements.

(b) No individual or organization shall operate, or cause to be operated, any mobile food vending unit within the corporate limits of the City of Lorain without a current and valid health license issued in accordance with laws, rules and regulations established in the Ohio Revised Code, the Ohio Administrative Code, or the Lorain City Codes, whichever is applicable.

(c) No commercial sales, commercial sales promoter, or itinerant vendor permit shall be required for the operation of a mobile food vending unit.

(d) Nothing in this chapter shall be construed as superseding, supplanting, or otherwise replacing any duty imposed by Ohio Revised Code Chapter 3701 or 3717, or rules or regulations promulgated thereunder, upon an applicant for a health permit or upon a department of health in the conduct of its responsibilities relative to mobile food vending units.

(e) A permitted mobile food vendor shall comply with all local and state fire codes.

776.03 - Application for permit.

(a) An Application Packet for a mobile food vending permit must be submitted by the owner of the mobile food vending unit to the Building Department. A separate application packet must be submitted for each mobile food vending unit. Application for a mobile food vending permit shall be on a form prescribed by the Building Department which shall be in writing and substantially compliant with the requirements of subsection (b).

(b) Application for a mobile food vending permit shall be made under oath and shall contain the following information and/or material if applicable:

(1) Name, permanent address, telephone number, electronic mail address, date of birth, and driver's license number or State Identification number of the mobile food vending unit owner;

(2) Business name or DBA, permanent address, and telephone number, if different from the owner information;

(3) Proof of Ohio Department of Taxation Transient Vendors License, if required;

- (4) Proof of insurance, as required by this chapter, or by any city, state, or federal law, rule, or policy;
 - (5) A physical description of the unit proposed to be permitted for mobile food vending;
 - (6) Current and valid state vehicle registration information for the unit proposed to be permitted for mobile food vending, if applicable;
 - (7) Proof of a city income tax filing number or exemption from the City of Lorain Treasurer's Office;
 - (8) If applicable, proof that the applicant is current and compliant in the payment of any City of Lorain taxes on payroll and net profits at the time such proof is submitted; or if the applicant is not current and compliant in the payment of any city of Lorain taxes on payroll and net profits, that applicant has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement at the time such proof is submitted;
 - (9) Proof of a filing number or exemption from the Ohio Department of Taxation;
 - (10) Affirmation that, upon issuance of a permit, the applicant will provide to the Safety/Service Director written documentation of any change in the information required by this chapter, as well as written documentation of any modification, damage, destruction, or decommissioning of the unit, within ten (10) calendar days of any such change; and
- (c) The Safety/Service Director or designee shall examine all applications for a mobile food vending permit filed under this chapter and make, or cause to be made, any further investigation into the application as is deemed necessary in order to make a timely determination regarding the application.
 - (d) The Safety/Service Director or designee shall provide a written determination to each applicant. If a complete application for a mobile food vending permit is not approved, any reason(s) for that determination must be provided to each applicant in writing.
 - (e) Each unit proposed to be permitted for mobile food vending shall be inspected as provided for herein prior to the issuance of any mobile food vending permit.

776.04 - Inspection for permit, generally.

- (a) Prior to the issuance of a mobile food vending permit, every unit must be inspected as provided for herein.
- (b) If a mobile food vending unit fails any inspection required by this chapter, the owner of such unit may request a re-inspection after responding to and/or correcting any findings, notices, or corrective actions resulting from the inspection. Only the inspection(s) failed must be repeated at a subsequent re-inspection.

(c) The Director may require the re-inspection of a permitted mobile food vending unit based on information required to be provided under Section 776.03(b)(10). The reason(s) for the re-inspection shall be stated in writing and provided to the owner.

(d) Nothing in this section shall limit periodic inspections by the City of Lorain at the discretion of the inspecting authority.

776.05 - Inspection process.

(a) Every mobile food vending unit shall be inspected by a municipal or county health department located in Ohio at least once per licensing period. The Lorain Building, Housing, and Planning Department, and the Lorain Fire Department shall post on their websites, and make available in print upon request, a full and complete overview of the items to be inspected by the Lorain Fire Department, as well as copies of any inspection forms to be utilized in such inspection. Nothing in this provision shall limit the ability of a City department, division, or section to place all such information on a single city website.

(b) During each inspection or re-inspection conducted under this chapter, the City department conducting the inspection or re-inspection shall do all of the following:

(1) Fully and completely inspect each mobile food vending unit; and

(2) Document, in writing, any findings, notices, or corrective actions resulting from the inspection or re-inspection, providing such documentation to the affected owner within a reasonable time.

776.06 - Inspection and permit fees.

(a) For each mobile food vending unit, the owner shall pay to the City of Lorain a non-refundable inspection and permit fee of one hundred dollars for each licensing period.

(b) There shall be no proration, reduction, or refund of such fees.

776.07 - Requirements for issuing a permit.

(a) The Safety/Service Director shall issue a mobile food vending permit and corresponding decal(s) required by this chapter to an applicant who meets all of the following requirements: (1) Who has received approval of an application as provided for in Section 776.03; (2) Whose mobile food vending unit has passed the inspections required under this chapter; (3) Whose mobile food vending unit is in compliance with all applicable requirements of this chapter and has obtained any permits, licenses or prior approval required by any city, state or federal agency; (4) Who has not been denied a permit under this chapter within the immediate past year, unless the applicant can and does show to the satisfaction of the Safety/Service Director that the reasons for such earlier denial no longer exist; (5) Who has paid all applicable application and permit fees; and (6) Who is not otherwise refused a permit under the requirements of this chapter.

(b) The Safety/Service Director may refuse to issue permits for operation in the public right of way as required by this chapter to any person: (1) Who has been convicted of a felony, misdemeanor or code violation involving a sex offense, traffic in controlled substances, or any offense of violence as defined in Section 2301.01, or applicable Lorain Codified Ordinance such conviction being entered within the seven (7) years preceding the date of application; or (2) Who has been convicted of fraud, deceit, or misrepresentation, or of a theft offense as defined in Section 2313.01, or applicable Lorain Codified Ordinance within seven (7) years preceding the date of application.

(c) Decals provided in Section 776.07(a) of this chapter shall reflect the corresponding permit number and shall be affixed to the mobile food vending unit in a conspicuous place, as provided for by rules under this chapter.

(d) The Director shall keep a record of the identification number of every unit and the date of inspection in its office.

776.08 - Expiration and renewal of permit.

(a) Each permit issued under this chapter shall expire on the thirty-first (31st) day of March following the date of issue.

(b) Each permit holder must comply with the application and inspection requirements of this chapter to receive a new permit for the succeeding licensing period.

(c) Upon issuance of a permit under this chapter, a decal to be required to be affixed to the mobile food vending unit shall be issued.

776.09 - Transfer of permit prohibited.

No mobile food vending permit or decal issued under this chapter shall be transferred or assigned by the named permit holder to any other individual or organization, or to any other mobile food vending unit. Should a change in ownership of a mobile food vending unit occur at any time, the succeeding owner must comply with the application, inspection and fee requirements of this chapter.

776.10 - Insurance required for operation.

No individual or organization shall operate, or cause to be operated, any mobile food vending unit within the corporate limits of the city of Lorain without doing all of the following:

(a) Providing to the Safety/Service Director a certificate of general liability insurance from an insurance company duly licensed to transact such business in the State or of an insurance company not authorized to transact business in this state, provided such insurance is written through a citizen of this state duly licensed as provided by Ohio Revised Code Sections 3905.03, et seq., in the amount of no less than (1) One million dollars (\$1,000,000.00) for food trucks; (2) One-million dollars (\$1,000,000.00) for food trailers; (3) Three-hundred-thousand dollars

(\$300,000.00) for pedi-food carts; and (4) Three-hundred-thousand dollars (\$300,000.00) for pushcarts.

(b) Affirming, in writing, as set forth in the Application Packet that the individual or organization shall forever indemnify and hold harmless the City and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from operation of a mobile food vending unit in the public right of way.

(c) Adding the City of Lorain as a coinsured under the insurance policy described in subsection (a) of this section.

776.11 - Mobile food vending unit size, description, requirements, and prohibited equipment.

(a) A mobile food vending unit operating exclusively on private property shall have limitations established under this chapter regarding the size of the unit.

(b) A mobile food vending unit operating exclusively on private property shall have limitations established under this chapter regarding the use of a generator, provided that operation of such device is in compliance with applicable provisions of the Ohio Revised Code. For mobile food vending units, the Director shall promulgate such rules regarding mobile food vending unit size, description, construction, requirements, and prohibited equipment as may be necessary to protect the public health, safety, sanitation and general welfare.

(c) A mobile food vending unit operating on private property shall have a size limitation of 30 feet. Exceptions must be placed in writing and submitted to the Safety Service Director, or his designee with the original application packet for approval.

776.12 - General operational requirements.

(a) The owner, operator, and/or employee of a mobile food vending unit shall abide by all of the following:

(1) For any refuse collected from the operation of the unit, refrain from causing or allowing the disposal of such refuse in or beside any public trash container at any time, or the disposal of such refuse in or beside any private trash container without permission;

(2) Refrain from causing or allowing the illegal disposal or release of oils or greases;

(3) Refrain from causing or allowing to be placed in the public right of way any seating, flower pots, or other temporary structures, with the exception of trash receptacles, canopies, or permitted pushcarts unless required by law

(4) Post, at the point of sale, the most recent health inspection placard from Lorain County Public Health or health inspection license from any other department of health;

- (5) Refrain from causing or allowing any person to operate or work from a mobile food vending unit if that person has been convicted of a felony, misdemeanor or code violation listed under L.C.O. 776.07(b) from or otherwise involving a mobile food vending unit within the preceding seven (7) years; and
- (6) Refrain from otherwise causing or allowing the operation of a mobile food vending unit in a manner that violates this chapter or applicable sections of the Lorain City Ordinances;
- (7) Maintain a ten (10) foot radius around the unit free and clear of any refuse, and, at the conclusion of vending operations each day, collect and dispose of any refuse within the aforementioned radius as provided for herein;
- (8) Provide sufficient, accessible, private refuse disposal to maintain sanitary conditions in and about the mobile food vending unit, provided that private recycling container(s) may also be used to supplement this purpose;
- (9) Legally dispose of all refuse and/or recyclable materials collected under this section;
- (10) Only sell or serve food sidewalk side, if vending from a street, road or alley;
- (11) Upon request from the Safety/Service Director or their designee, provide any permit required for mobile food vending;
- (12) Offer to each customer a receipt; such receipt must be given by either physical or electronic means unless declined by the customer, and must contain, at a minimum, the name and telephone number of the mobile food vending unit or owner, the date of purchase, and the amount of purchase;
- (13) Comply with all applicable zoning requirements;
- (14) Comply with all established parking rules and regulations;
- (15) Refrain from causing or allowing any unauthorized person to enter an enclosed unit during operating hours;
- (16) Refrain from causing or allowing the projection of music from a mobile food vending unit except when temporarily operating from a street, alley or road as provided for in Section 776.121.
- (17) Refrain from causing or allowing the use of any sound system to announce the availability of goods.

776.121 - Vending from a unit upon a street, alley or road.

- (a) This section shall apply to mobile food vending units that go from place to place upon a street, alley or road with the intent to vend on a short-term, temporary basis at each place. Such

units include, by way of example and not by way of limitation, an ice cream truck or other frozen dessert truck.

(b) Such mobile food vending units shall do all of the following:

- (1) Only stop when hailed by or to solicit a potential customer;
- (2) Only vend adjacent to a sidewalk, refraining from parking in a traffic lane to vend, or otherwise unreasonably obstructing traffic to vend;
- (3) Only vend from such location for up to fifteen (15) minutes;
- (4) Only operate from 8:00 a.m. to 8:00 p.m.; and
- (5) Only utilize a sound system to project music.

776.122 - Operation on private property.

(a) No individual or organization shall operate or cause to be operated any mobile food vending unit on private property within the corporate limits of the city of Lorain without meeting the licensing and fee requirements of this chapter, unless otherwise exempted by this chapter.

(b) Operation of a mobile food vending unit on private property must be in compliance with all applicable zoning requirements related to commercial activity on private property.

776.123 - Authority to enforce by issuance of a citation.

(a) Sworn officers of the Lorain Police Department, and duly authorized Code Enforcement Officers of the Lorain Safety and Service Departments shall have the authority to enforce by issuance of a citation the provisions of this Chapter by issuance of a citation in accordance with authority established under Lorain Codified Ordinances.

(b) Upon a request for verification, an owner or operator shall provide physical documentation of a permit issued under this chapter.

776.13 - Mobile Food Vending Advisory Board.

There is created a Mobile Food Vending Advisory Board, which shall consist of seven (7) members as follows:

(a) The city of Lorain representatives shall consist of:

- (1) A representative from the department of Building, Housing, and Planning, appointed by the Director;
- (2) A representative from the department of Safety/Service, appointed by the Safety/Service Director;

(3) A representative from Lorain City Clerk of Council Office, appointed by the Council President;

(4) A representative from Lorain Division of Fire, appointed by the Director of Public Safety;

(5) A representative from Lorain County Department of Health, appointed by the Lorain County Health Department.

(b) The appointed members shall consist of the following, appointed by the Director: (1) A representative from a business with a location located in the City of Lorain; (2) A representative from the City of Lorain food truck industry.

(c) The representative from the department of building and zoning services shall serve as chairperson of the board. In his or her absence, the representative from the Department of Safety/Service shall serve as chairperson.

776.131 - Powers of the board.

The purpose of the board shall be to advise the City in the administration of mobile food vending.

(a) The board shall hear appeals provided for in this chapter.

(b) The board shall have the authority to advise on rules and regulations governing the following:

(1) The mobile food vending unit size, description, requirements, and prohibited equipment;

(2) The creation of designated mobile food vending locations;

(3) The creation of mobile food vending courts;

(4) The designation of a parking space as unavailable for mobile food vending; or

(5) Any other matter that should reasonably, necessarily, and consistently be presented to the board for advisement.

(b) The board shall help identify and evaluate designated mobile food vending spaces and courts.

(c) The board shall at least once a year conduct a review of all zones, designated mobile food vending locations, mobile food vending courts, limitations regarding reservations, and spaces designated as unavailable for mobile food vending. The board may otherwise conduct such a review at any regular meeting of the board at the discretion of the board. The board shall do all of the following in conducting and concluding such review:

(1) Hold at least one (1) public meeting to hear requests from the public for additions, deletions, amendments, or other changes to mobile food vending zones, current and requested designated spaces, current and requested mobile food vending courts, reservations, and spaces designated as unavailable for mobile food vending;

(2) Forward its written recommendations on the same to the Director, who shall consider the recommendations as provided for in relevant sections of this code.

(d) The Chair of the Mobile Food Vending Board shall submit for review to members of the board, not less than thirty (30) days prior to promulgation, all proposed rules regarding mobile food vending, unless otherwise stated in this chapter. The board shall forward its recommendations in writing to the director or designee promulgating such rule, who shall consider the recommendations as provided for in relevant sections of this code.

776.132 - Board members' terms; compensation.

The City representatives shall serve during their incumbency. All other members shall serve for a term of six (6) years and until the successor have been appointed and have qualified. All members shall serve without compensation.

776.133 - Board vacancies.

(a) The board shall declare a vacancy in board membership if any member:

(1) Resigns, dies or becomes incapacitated;

(2) Has been convicted of a violation of any provision of Chapter 776;

(3) Fails to attend three (3) successive meetings of the board; or

(4) Fails to attend four (4) meetings of the board during the term of office without said absence being excused.

(b) If a vacancy occurs, the Director shall have authority to appoint a new board member of the same category as the vacated category for whom such new board member is replacing. The newly appointed board member shall serve the remaining unexpired term.

776.134 - Meetings; hearings; voting quorums.

(a) The board shall meet at least annually or at such time that the Chairman calls a lawful meeting, at a time and place designated by the board chair. If a quorum cannot be assembled on the designated meeting date, then the meeting can be postponed until a time that a quorum can be assembled.

(b) All members of the board except for the Chairman will be full voting members. Four (4) members of the board, or however so many sitting members of the board constitutes fifty percent (50%) of the total current members plus one, shall constitute a quorum for the transaction of business and a majority vote of those members present at the annual review public meeting shall be necessary to recommend any changes to designated spaces, or courts. The chair shall be counted as a vote if necessary to complete the requirements for a quorum, but otherwise will vote only in the event of a tie vote.

776.135 - Penalties related to board activities.

No penalty shall be assessed for any violation of Chapter 776 in the performance of a board member's duties. All procedural violation charges shall be filed by an interested party with the Safety/Service Director who will hear such charges relating to the actions of one (1) or more persons in their capacity as board members.

776.14 - Suspension, revocation or permanent revocation of permit.

The Director may suspend, revoke, or permanently revoke the permit of any mobile food vending unit and/or owner who engages in any of the following conduct:

- (1) Obtaining a permit by a false statement in his or her application;
- (2) Failing to comply with the mobile food vending unit operation and vehicle standards established in this chapter;
- (3) Misrepresenting or otherwise making false statements in an affidavit that any mobile food vending unit and/or owner would conduct criminal background checks on all employees;
- (4) Failing to post and maintain required decal(s) and information;
- (5) Failing to offer receipts to customers or to supply receipts when the customer answers in the affirmative;
- (6) Receiving citations for impeding the flow or operation of pedestrian and vehicle traffic, creating unsanitary conditions, becoming an attractive nuisance for children or any other infraction of the Lorain City Codes;
- (7) Repeated violations of Titles 9 or 15 of the Lorain Codified Ordinances;
- (8) Failing to pay parking meters or obtain reservations when applicable;
- (9) Failing to comply with Section 776.14;
- (10) Failing to appear before the Director when properly notified to do so;
- (11) Verbally threatening or attempting to intimidate any employee of the City of Lorain for actions taken in the enforcement of the provisions of this chapter;
- (12) Failing to maintain general liability insurance for each mobile food vending unit;
- (13) Conviction for any crime committed in or from the mobile food vending unit;
- (14) Violation of the operational requirements of Section 776.121, including the requirement that such unit only vend when hailed by a customer or vend for no more than fifteen (15) minutes after being hailed.

776.15 - Appeals.

Any individual or organization who has been refused a permit or renewal of a permit under this chapter or has had a permit issued under this chapter suspended or revoked, may appeal such decision to the Mobile Food Vending Advisory Board. Notice of such appeal must be received by the Mobile Food Vending Advisory Board within (5) days after refusal of permit or renewal or a permit issued under this chapter is suspended or revoked. The Mobile Food Vending Advisory Board shall, upon appeal, uphold or reverse the action within twenty-one (21) days of the receipt of the Notice of Appeal.

776.16 - Severability clause.

If any particular portion of this chapter is declared to be invalid by a court of competent jurisdiction, such declaration of invalidity shall be limited to the particular portion declared invalid. This declaration of invalidity shall not affect or impair the remainder of this chapter, and to this end, the provisions are severable.

776.99 - Penalties.

A violation of any section of this chapter shall be deemed a criminal violation as follows:

(a) Whoever violates L.C.O. 776.02(a) or (b) shall be guilty of misdemeanor of the first degree. Any such violation shall constitute a separate offense on each successive day continued. Strict liability is intended to be imposed for a violation of this section. Any entity convicted under this section shall be subject to organizational criminal liability as contemplated by Ohio Revised Code 2901.23.

(b) A violation of any section of Chapter 776 may be grounds for the suspension, revocation or permanent revocation of the Mobile Food Vending unit permit or in the case of a new application may be grounds to refuse to issue such permit for a determinate period of time up to ninety (90) days or permanently, in addition to any other penalties established for such violation in applicable sections of the Lorain City Codes.

SECTION III. That it is found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting and that all deliberations of this council and any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION IV. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

CLERK

MAYOR

PRESIDENT OF COUNCIL

APPROVED: _____, 2026



CITY OF LORAIN

City Council Regular Meeting

7. c.

Meeting Date: 03/16/2026

Submitted by: Tim Shinsky

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

An ordinance assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk, etc...during current calendar year.

PURPOSE AND BACKGROUND:

We wish to assess the cost of abating garbage, rubbish, junk, etc... at the properties listed in exhibit A, attached.

RECOMMENDATION TO COUNCIL:

We recommend Council consider passage of ordinance.

Admin Only

___ Ord. assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk, etc.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 6590.87
List of Funding Source and/or Account Number: 1010.G100.4050.1000 Outside Source
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance
Exhibit A

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	03/03/2026 02:38 PM
Carrion	Rey Carrion	03/12/2026 04:50 PM
Mayor Bradley	Jack Bradley	03/13/2026 09:13 AM
Harper	Anita Harper	03/13/2026 10:30 AM
P. Riley	Michele Beko	03/13/2026 11:32 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE ASSESSING THE COST OF ABATING NUISANCE BY REMOVING LITTER AND DEPOSIT OF GARBAGE, RUBBISH, JUNK ETC. DURING THE CURRENT CALENDAR YEAR AND DECLARING AN EMERGENCY.

WHEREAS, It is the duty of the owner and, if different, the lessee, agent or tenant having charge of real property to inspect and insure that litter, garbage, rubbish, junk, etc. is collected and removed from said property and that said property is safe and does not create a health or safety condition for others: and

WHEREAS, the need exists to abate the property nuisances and to assess these properties.

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

SECTION I. This council finds that the Director of Public Safety/ Service has abated certain nuisances after notifying the owners of the property on which said nuisances originated, and has reported the cost of such abatement, all in the manner provided by law, as follows per attached Exhibit A is fully incorporated herein:

SECTION II. The amounts shown are hereby assessed upon the properties shown and such assessments shall be certified for collection upon the current Calendar collection year duplicate in the same manner as general taxes. All funds collected shall be deposited into Special Assessment Account 1010.G100.4050.1000 upon receipt.

SECTION III. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION IV. That this Ordinance is hereby declared to be an emergency the nature of the emergency being the immediate need to provide for normal operating and capital expenditures to assess the properties, and in order to render services to protect the health, safety, and welfare of the City. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026 _____
PRESIDENT OF COUNCIL

ATTEST: _____, CLERK _____
MAYOR

APPROVED: _____, 2026



CITY OF LORAIN

City Council Regular Meeting

7. d.

Meeting Date: 03/16/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE HIGHEST RATED AND RANKED ENGINEERING FIRM FOR PROFESSIONAL SERVICES RELATED TO THE PLANNING AND WORK ASSOCIATED WITH THE CITY OF LORAIN SANITARY SEWER EVALUATION STUDY (SSES) AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

WHEREAS, the City of Lorain is required to conduct an SSES to meet obligations of their Capacity Assurance Plan with the US EPA; and

WHEREAS, the City of Lorain requires the services of a professional engineering firm to evaluate current and future conditions of the Sanitary Sewer Collection System and both wastewater treatment plants; and

WHEREAS, the last comprehensive SSES was conducted over twenty (20) years ago and new data is needed to ensure proper capital improvements and capacity upgrades for future needs from within and outside the City of Lorain, and;

WHEREAS, the City of Lorain will follow the rating and ranking guidelines as required by the Ohio Revised Code section 153.67 in selecting the professional engineering firm to create project plans and designs; and

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. auth the S/S Director to enter into a contract for professional svcs related to the planning & work associated with the Lorain SSES.

Fiscal Impact

<u>Funds Available in Current Year Budget (Y/N):</u>	N
<u>Estimated Total Expenditure:</u>	5,000,000
<u>List of Funding Source and/or Account Number:</u>	WPCLF

Estimate of Incoming Revenue (fees, grants, etc.):

Financing Requirements (Bonds, Loans, Lease, etc.):

Project costs to be paid for from the proceeds received from a WPCLF Planning Loan through the OWDA and OEPA

Attachments

Ordinance

Scope

Form Review

Inbox

Carrion

Mayor Bradley

Harper

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/13/2026

Reviewed By

Rey Carrion

Jack Bradley

Anita Harper

Michele Beko

Date

03/12/2026 04:52 PM

03/13/2026 09:13 AM

03/13/2026 10:30 AM

03/13/2026 11:32 AM

Started On: 03/06/2026 01:45 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE HIGHEST RATED AND RANKED ENGINEERING FIRM FOR PROFESSIONAL SERVICES RELATED TO THE PLANNING AND WORK ASSOCIATED WITH THE CITY OF LORAIN SANITARY SEWER EVALUATION STUDY (SSES) AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain is required to conduct an SSES to meet obligations of their Capacity Assurance Plan with the US EPA; and

WHEREAS, the City of Lorain requires the services of a professional engineering firm to evaluate current and future conditions of the Sanitary Sewer Collection System and both wastewater treatment plants; and

WHEREAS, the last comprehensive SSES was conducted over twenty (20) years ago and new data is needed to ensure proper capital improvements and capacity upgrades for future needs from within and outside the City of Lorain, and;

WHEREAS, the City of Lorain will follow the rating and ranking guidelines as required by the Ohio Revised Code section 153.67 in selecting the professional engineering firm to create project plans and designs; and

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

SECTION I That the Safety/Service Director is hereby authorized to enter into contract, as approved to form by the Law Director, for professional services with the best rated engineering firm for the purpose of evaluating conditions and conducting an SSES in the City of Lorain.

SECTION II That the cost of such engineering services shall be paid for from funds received by the Ohio EPA and OWDA via a WPCLF Planning Loan, not to exceed **\$5,000,000**.

SECTION III That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION IV That this Ordinance is hereby declared an emergency, the nature of the emergency being the immediate need to enter into contract with the selected engineering firm to meet certain deadlines for the SSES project and CAP. Therefore, this Ordinance shall take effect and be in force immediately upon passage by City Council and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise it shall; take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

DATE: _____, 2026

PRESIDENT OF COUNCIL

MAYOR



SCOPE OF SERVICES

CITY OF LORAIN SEWER SYSTEM EVALUATION STUDY

January 19, 2026

The Scope of Services set forth herein defines the work to be performed by HDR in completing the Project. Both the City of Lorain (“City”) and HDR have attempted to clearly define the work to be performed and address the needs of the Project.

The City Utilities Department has made significant progress in fulfilling its Clean Water Act obligations. The City has completed sewer and manhole rehabilitation projects, SSO closures, pump station upgrades, and a system optimization study. As part of its ongoing commitment, the City is now seeking services to complete a Sanitary Sewer System Evaluation Study (SSES), as required by its Administrative Order on Consent (AOC). This study will support the development of a prioritized capital improvement plan to address the City’s remaining Clean Water Act issues.

SERVICES TO BE PERFORMED

- Task 1. System Assessment Strategy
- Task 2. System Inspection and Condition Assessment
- Task 3. Hydraulic Modeling & System Evaluation
- Task 4. Capital Solutions & Maintenance Recommendations

The Scope of Services for the Project shall consist of the tasks outlined above.

PROJECT OBJECTIVES

The City’s SSES outcomes need to achieve compliance with the City’s Administrative Order on Consent (AOC) and enhance long-term system performance. Aligning both SSES and Asset Management System (AMS)

implementation outcomes will enable the City to strategically develop and prioritize City-wide, proactive capital improvements and maintenance plans for your sewer system and both wastewater treatment plants.

Using a planning-based approach, the SSES will assess the condition and performance of selected infrastructure, investigate potential inflow and infiltration (I/I) sources, and identify sewer capacity limitations in known problem areas of the sewer system. The study will collect and review existing information, perform inspection activities within the sewer system, and conduct hydraulic analysis and modeling. The study will develop and compare alternatives and associated costs and benefits and recommended potential study areas or planning-level projects to address identified issues.

PROJECT MANAGEMENT

Project management is a critical activity to be integrated with all project tasks. HDR shall use procedures related to cost estimating, scheduling, project documentation, risk management, QA/QC, and others as necessary to enhance budget, scope and time management for the Project.

HDR will develop a project management plan (PMP) and quality management plan (QMP) for the work. HDR will also develop a safety plan for all field work and require that any subconsultants develop safety plans for their work that comply with HDR requirements at a minimum.

To ensure that this project is successfully completed in a timely manner and to the satisfaction of the City, the following project management items are included in the Scope of Services:

- Monthly Project Progress Summary
- Monthly Invoicing: HDR shall comply with the City's most current invoice policies and invoice format.
- Project Meetings, to be held monthly (as needed), and may be in person or via Teams Meeting.

HDR's Project Manager shall meet with select City personnel monthly to review the progress of this project and to discuss any outstanding issues and potential problems. These meetings should include identification of work performed last period, work to be completed next period, critical action item status, and responsible parties to complete actions. Budget or schedule issues shall be identified and corrective actions noted.

HDR shall prepare and deliver an agenda, updated schedule, and revised action items in advance of the meeting and shall prepare and deliver meeting minutes for review within three (3) working days after the meeting.

It is also expected that HDR's Project Manager and the City's PM will hold telephone discussions as frequently as needed.

HDR shall also make personnel available for meetings with other agencies and utilities to answer questions pertaining to elements of the project. The City will take the lead in organizing, planning and conducting any meetings with other agencies and utilities.

TASK 1: SYSTEM ASSESSMENT STRATEGY

The Task 1 activities will plan the project and review and assess available information from the City. Task 1 activities will also document responsibilities and operating parameters for flow monitoring and field investigations.

HDR will develop an SSES Project Prioritization Approach TM, which will document criteria, data used, and a priority list of catchments. HDR will submit the draft TM to City for review and finalize upon receipt of comments.

Task 1.1 Data Gap Analysis & Data Collection and Management Plan

HDR will prepare a data request for City review. HDR anticipates requesting the following information, at a minimum:

- Existing drawings as provided on Arc GIS Online (AGOL) or by the City.
- City's Arc GIS Online (AGOL) Information.
 - Exportable geodatabase of sanitary and storm sewers and pump stations for use in model import.
- City's AGOL field inspection and survey forms, if applicable.
- Readily available historical flow information, including:
 - SSO Locations
 - Basement Backup Reports
 - Surface Flooding Reports
 - Pump Station Service Records

- Pump Station Pump Data
- Past Studies and Records of Rehabilitation, Relief, I/I Projects Completed
- Records of Flow Monitoring Completed in the Collection System
- Records of System Storage Tunnel Overflows
- Records of WWTP Bypassing
- Records of System CCTV inspections
- Existing model and associated flow/rainfall data.
- Future Growth Projections.

HDR will develop an existing information summary with accompanying table/database to summarize information gathered and gaps identified during the review.

HDR has assumed the City will be the maintainer of the City's AGOL system, and the City's Enterprise system. HDR is responsible for managing, compiling, and loading Project datasets. The HDR team will coordinate with the City at the outset of the project to establish protocol for use of the AGOL database.

Development of new field inspection data collection and reporting tools is not included in this scope.

1.1.1 Asset Management Coordination

The SSES project team will participate in an asset management coordination meeting with members of the City's Asset Management project team. The current asset management project's scope will be reviewed, and the project teams will identify tasks where close integration will be needed to ensure data is collected efficiently and in accordance with the asset management project's structure. It is expected that members of Stantec's asset management team will participate in routine SSES project status calls and meetings to ensure the two projects stay aligned and to minimize duplication of effort.

1.1.2 Data Collection and Management Plan

All field data will be reviewed by HDR on a weekly basis as it is received from the field for quality control and completeness. Project-specific data management tools will be modified as necessary. All data will be collected and managed in accordance with HDR standards and presented in digital

format and in hard copy as appropriate. Pipe and manhole defect coding will conform to NASSCO's PACP/ MACP criteria and formats.

HDR will manage and communicate GIS discrepancies using the City's GIS platform and provide a summary on a weekly basis. The City's staff will maintain responsibility for the City's AGOL system and data maintenance for data collected, posted and housed in the AGOL project group.

HDR will provide a Data Collection and Management Plan TM that will outline the data management tools and procedures used during the project to ensure that the library of information gathered on the project is structured and delivered in a useful format. The DCMP describes the data systems that were used to manage information during the project and how data flows between them. The DCMP will be a "living document," incorporating changes as the project progresses. HDR will describe how data will be collected under each major fieldwork activity to serve as a guide for the project team at the project outset about how work will proceed.

Task 1.2 System Inspection and Monitoring Strategy

The inspection and monitoring strategy will be driven initially by calibration meter flow characterization to identify locations of high I/I. Calibration meter locations will be based on the following factors:

- Known SSO and basement backup areas
- Areas where lining has occurred to provide estimates of post-rehab I/I
- Areas of known high level I/I based on past monitoring efforts

Once high I/I is verified, micro-monitoring will be performed to screen areas for further investigation. The goal of the micro-monitoring will be to remove areas exhibiting minimal direct inflow response from further field investigation efforts. Based on micro-monitoring data, additional field investigations to identify the sources of direct inflow may include:

- CCTV
- Smoke and/or Dye Testing

A System Inspection and Monitoring Strategy Workshop (Workshop #1) will be held to get the City's input on the preliminary prioritization approach, the resulting priorities, and provide direction on any necessary adjustments.

Task 1.3 Hydraulic Evaluation Criteria

SSOs need to be controlled to the 10-year, 2-hour design storm. A common level of service goal utilized in the industry is to maintain the water surface elevation at least 8 feet below the rim elevation/ground to provide a buffer below a typical basement elevation. Desired depth to be clarified with the City during the development of the strategy.

Evaluation will include whether the collection system piping can sufficiently transport resulting flows to the WWTPs and whether the increased flows to the WWTPs will result in any bypassing of the plant or any process at the plant.

The SSO control storm (10-yr, 2-hour) will be simulated to assess SSO activations as part of Task 3 efforts.

Acceptable levels of surcharge will be agreed upon with the City, and the SSO control storm as well as up to one additional design storm, will be simulated as part of Task 3 efforts to locate pipes that do not meet the acceptable level of surcharge.

For pump stations, the SSO control storm as well as up to one additional design storm, will be simulated as part of Task 3 efforts to identify locations where the pump station cannot keep up with the influent flow resulting in unacceptable levels of surcharge in the influent sewer. Modeling in Task 3 will also simulate the post-construction conditions for pump stations that have improvements under construction at the time of the model build as part of the evaluation.

Evaluation criteria will be presented for the City's feedback/acceptance at a monthly progress meeting. Revision to evaluation criteria will be finalized prior to performing capacity assessments under Task 3.

Task 1.4 Future Conditions Considerations

Based on feedback from the City, up to 3 future growth scenarios will be developed. It is assumed that a near-term (5-year), mid-range (15-20 year) and full build out scenarios will be developed. Future growth scenarios will account for population growth in accordance with other master planning work done by the City including the Water plant and will be based largely on zoning and ERU estimates by land use. Future growth scenarios will take into consideration connection of properties currently on septic as well as future population growth. Flow projections from future residential and/or commercial zone population will

be based on zoning, minimum lot sizing, and typical flow values published by Ohio EPA for these developments. Data from NOACA FPA planning with input from the City will be utilized for flow projections.

“Mega site” industrial user projections may be included. Development of flow projections from a future industrial mega site is not included in this scope, it is assumed the City will provide an estimated flow.

Development of future condition growth scenarios and documentation of assumed flow projections will be documented in a technical memorandum and submitted to the City for their review and comment. Future condition growth scenarios will be finalized prior to modeling future flow conditions under Task 3 efforts.

Task 1.5 Black River and PQM WWTPs Evaluation Approach

The collection system findings and recommendations from this Study will impact the wastewater treatment plants. For example, increased capture of SSO's will increase flows to the plant, while reductions in infiltration/inflow will reduce plant flows. At this point, it is not clear how the SSES will have a net impact on flows to each treatment plant. Changes in flows can also create changes in influent characteristics.

HDR will hold a WWTP Evaluation Strategy Workshop (Workshop #2) with the City and leadership from both WWTPs to discuss the approach which will be used to evaluate potential impacts to the Black River and PQM WWTPs. At this Workshop, HDR and City WWTP staff will review:

- Concerns that plant staff have regarding certain processes and/or equipment,
- Operational issues, strategies and practices,
- Overarching performance influences and facility limitations,
- Known hydraulic bottlenecks and/or impacts to process performance,
- Challenges that are encountered during transitions to/from wet weather,
- History behind why certain practices have evolved to what they are today, and
- Recommended improvements identified by plant staff to upgrade the facilities
- Any planned improvements

After that Workshop, under Tasks 2 and 3 (respectively), HDR will assess the existing facilities condition and potential impact of future influent flows resulting from implementation of the SSES program.

Task 1 Deliverables

- Data Request – Gap Analysis
- Quarterly Data Collection and Management Plan TM
- SSES Prioritization Approach TM
- Meeting Agenda and Minutes for Workshops #1 and #2
- Future Conditions TM

TASK 2: SYSTEM INSPECTION AND CONDITION ASSESSMENT

Task 2 will include inspection and assessment of the sewer system to identify significant sewer system defects causing water quality and/or quantity problems, including basement flooding, and sanitary sewer overflows (SSOs). Task 2 will integrate with Tasks 1 and 3 to both use and update existing information and provide guidance for flow monitoring locations and confirmation of flow monitoring results.

Baseline inspection and assessment tasks are listed in **Table 2**. An allowance for each type of assessment is included in the base fee for the SSES. Actual quantities will depend on Task 1 prioritization and work orders developed based on City input, ongoing investigation results, and allocated budget for field assessment efforts. Depending on the results of the flow monitoring and ongoing investigations, some activities may be substituted for others.

Table 2 – Task 2 Activities

Activity:	Comments:
Sewer Inspections per NASSCO PACP	To provide detailed condition data on sewer pipe segments. Perform sonar, lidar, and light cleaning as needed
Manhole Inspections per NASSCO MACP	To provide detailed connectivity and condition data on select manholes
Manhole Surveys	To verify pipe diameters, pipe invert elevations, and rim elevations for hydraulic model extensions and verification.
3D Laser Scanning	To provide detailed information with 3D point clouds that can be used to determine the internal characteristics of structure.

360 Pole Cameras	To provide for quick video and/or photos of the interior structure of manholes and for the two pipe segments, in each direction.
Smoke Testing (Mainline or Private)	To identify possible I/I from sewer lines, catch basins, downspouts, or other locations.
Dye Testing (Mainline or Private)	To identify connectivity by introducing dye to at public sewers or structures, or on private properties, such as downspouts and yard drains.
Survey at select locations at Black River and PQM WWTPs	To verify as-built elevations and dimensions for hydraulic capacity elevations.

Task 2.1 Field Investigations

The dollar figures in the descriptions below are for budgeting purposes for subconsultant services and the fees may be shifted from one type of inspection to the other as needed.

Pipe and Manhole Inspections (Condition Inspections)

Following the Task 1 planning activities and initial work order development, HDR team will conduct CCTV inspections on sections of sewer mains identified in the work orders. Additional CCTV will be conducted following the calibration of the collection system model in Task 3. The CCTV inspection will be conducted according to NASSCO’s PACP¹ criteria. HDR will provide digital recordings of the inspection along with inspection reports. All information will be provided in a PACP compliant database. Additionally, all CCTV will be collected in a manner to be compatible with Cityworks. HDR staff will accompany the Subconsultant during this activity on an as-needed basis. **The budget includes \$200,000 for CCTV.**

Panorama/scanning technology will be used for select manhole inspections on this project. If access or structural limitations exist, a man entry will be used to complete the inspection if needed. Known SSO manholes that aren’t well documented will be inspected with scanning technology, if feasible, to assess status and condition. **The budget includes \$75,000 for panoramic inspections.**

¹ National Association of Sewer Service Companies; Pipeline Assessment Certification Program

In conjunction with new data collection, existing CCTV data obtained from the City since 2024 will be uploaded to the Sewer AI Pioneer cloud platform and processed through the AutoCode model to generate NASSCO-compliant coding outputs. **The budget includes 200 hours for this work.** Prior to completing this work the files and data will be reviewed with the City to determine whether there is value to completing this work.

The resulting PACP-coded data and reports for both the existing and new inspections will be used to develop recommendations for sewer rehabilitation and renewal, as needed.

Manhole Survey (survey rim and depth to invert)

The HDR team will survey the location and elevation of selected manholes in the SSES project area for modeling and alternatives development. Manhole surveys will also be used to verify connectivity, configuration, evidence of surcharge, and/or manhole and trench type. The locations will be gathered by GPS survey based on the Ohio State Plane Coordinate System (North Zone) and the North American Datum of 1983 (2011) (NAD 83 2011). Elevations will be based on the North American Vertical Datum of 1988 (NAVD88). **The budget includes \$75,000 for MH surveys.**

HDR staff are not anticipated to be necessary to accompany survey crews for these activities.

Smoke Testing

Upon identification of areas with high I/I, the HDR team will conduct targeted smoke testing to identify potential defects and sources of I/I into the sanitary sewer system. Testing will be conducted using a blower and commercially available smoke. HDR will coordinate with authorities and distribute public notification door hangers in advance of the smoke testing work.

Digital photographs will be taken of each defect and I/I source revealed. Defects identified by smoke testing may include catch basins, broken or missing cleanout caps, downspouts and other private property I/I connections, major line breaks, storm sewer cross-connections, and defective plumbing. Smoke testing results may trigger additional investigations, such as CCTV inspections and dyed water testing. Results of smoke testing will also be documented in a GIS layer within the City's GIS map. **The budget includes \$150,000 for smoke testing.**

HDR staff will typically accompany smoke testing crews for this activity.

Dyed Water Testing/Flooding

Where Task 1 prioritization, flow monitoring, or smoke testing indicates the potential for direct sources of inflow or rapid infiltration into the sanitary sewer, HDR team may conduct dyed water testing to confirm the suspected inflow sources. In these locations, dye tests will be performed, documented and photographed in conjunction with mainline CCTV PACP inspections. The CCTV camera will be positioned in the pipe at the suspected inflow source to document the sections of pipe and/or service connections where dye water is observed entering the system. **The budget includes \$75,000 for dye testing.**

HDR staff will typically accompany inspection crews for this activity.

Private Property Dyed Water Testing / Single Family Residential, (optional, if authorized)

Private I/I sources can be a significant overall I/I contributor, and the I/I rate can be higher for older properties, particularly for homes constructed before WWII. The HDR team will conduct testing on private property by injecting dyed water directly into potential I/I sources such as downspouts and area drains. HDR will not enter onto private property without permission from property owners.

Private property notification (door hangers) will be developed and distributed prior to any dye testing work on private property. Additional notification will be provided by City, if necessary.

HDR field inspectors will typically accompany inspection crews for this activity.

Model Confirmations and Alternative Analysis

Information requests during model development and calibration or alternative analysis may require field survey or inspection. The HDR team will use visual inspection, including CCTV equipment, as appropriate to confirm connectivity. Budget for this work is included in the figures included in the specific type of work, as described above.

Confirmation of elevations at the two wastewater treatment plants may also be necessary when building the hydraulic models; the budget includes **\$25,000** for this type of survey work.

HDR field inspectors will typically accompany inspection crews for this activity.

Task 2.2 Sanitary Sewer Renewal Recommendations

The objective of this task is to utilize the risk model being developed for the City (under a separate contract) to make recommendations for gravity sewer renewal and rehabilitation using a condition-based approach.

Specific tasks include:

- 1) Engagement with City staff includes a workshop to determine and identify the typical renewal activities with local unit costs to better tailor the decision logic.
- 2) Configure renewal and cost estimation portions of the model including linear cost estimations per renewal activity.
- 3) Develop draft recommended renewal decision logic diagram for gravity sewer.
- 4) Conduct meetings and workshops throughout this process with City staff to collaborate and obtain operational input.
- 5) Develop a technical memorandum summarizing data inputs, the risk modeling process, and resulting outputs.

Workshop #3 will be held with the City to review the findings of the collection system assessment.

Task 2.3 Black River and PQM WWTPs Condition Assessments

HDR will assess the existing treatment facilities from both a high-level condition (Task 2) assessment standpoint and (under Task 3) a hydraulic standpoint. Each is described below:

High-Level Condition Assessment

HDR will perform a high-level condition assessment of each WWTP. The high-level condition assessment is not intended to document every piece of equipment, and/or system. Instead, it will focus on critical equipment which has not been replaced in (at least) five years and/or is of concern to plant staff. HDR will utilize the asset inventories that were recently developed for the Black River WWTP, PQM WWTP, and pump stations as a basis for this evaluation. HDR staff will walk each facility with plant Operations & Maintenance staff and perform a

high-level assessment of the condition of aged facilities and equipment and to document known issues. The output will supplement the City's existing asset inventories with notes on observed condition and operational challenges and estimated remaining life.

The condition assessment will be provided in a format that is compatible with the asset inventory database and as a GIS layer that can be overlain on the City's collection system map.

After completion of Task 2 condition assessments and Task 3 hydraulic evaluations of the WWTPs, HDR will schedule Workshops #4 and #5 with plant staff, as described further in Task 3.

As a Supplemental Service, and if desired by the City, HDR can provide a more comprehensive condition assessment at each WWTP, tied to your asset management system.

Task 2 Deliverables

- SOPs and forms for inspection field crews
- Weekly field status reports
- Inspection data deliverables
 - Pipe and Manhole inspection data
 - Field I/I investigations data
 - NASSCO PACP/LACP/MACP Data and Reports
- Configured risk and renewal model for gravity sewer system
- System Investigation Results and Summary TM
- Black River and PQM High-Level Condition Assessment TM
- Workshop #3 Agenda and Minutes

TASK 3: SYSTEM EVALUATION

Task 3 system evaluation, following the strategy developed in Task 1, will be used to inform and system assessments to be completed in Task 2. The sewer system flow and rainfall monitoring and modeling will also be used to analyze existing system performance. The analysis will identify system performance problems (SSO activations, projected risk of basement backups, manhole flooding) and likely causes to be considered for potential improvements in the

Task 4 alternatives analysis.

The proposed monitoring and modeling will focus on identifying and characterizing problems and providing sufficient information to allow for the determination of solution alternatives as described in Task 4.

Task 3.1 Flow and Rainfall Monitoring

Calibration Monitoring:

Flow Monitoring Plan

HDR will develop a Flow Monitoring Plan (FMP) for City review based on Task 1 information developed. The FMP will describe flow and rainfall monitoring activities and proposed locations.

We estimate that 55 calibration meters will be needed, 45 in the Black River WWTP tributary area and 10 in the PQM tributary area. Meters will be installed by May 1, 2026, and will record flow, depth and velocity data for up to 4 months.

Calibration meters that show no significant response for areas in which no known problems exist may be redeployed in areas exhibiting higher wet weather flow responses and/or known performance problems.

Rainfall Monitoring and Radar Rainfall

It is assumed that up to 5 rain gauges will be installed throughout the SSE study area. The actual number and placement of the gauges will be finalized during the flow monitoring plan development. If recorded rainfall events show significant spatial variation across the study area, radar rainfall data may be procured for up to 5 events.

A Flow and Rainfall Monitoring TM summarizing the implemented flow monitoring program will be developed for City's review.

Micro-monitoring

Based on characterization of I/I at each calibration meter, micromonitors (I/I isolation meters) will be installed in metersheds having the highest evidence of direct inflows. These short-term meters will be used to break down areas of roughly 100 acres or less for further I/I investigations in target sewer areas that

are contributing high peak flows.

It is assumed that:

- micromonitors will be deployed in one third of the calibration monitoring metersheds (assume 18 calibration metersheds), and
- that up to 4 micrometers will be installed in each of the 18 calibration sewershed showing the highest I/I. Micrometers will be installed for long enough to capture a minimum of two wet weather events.

For budgeting purposes, it assumed:

- Each set of 4 micromonitors will be installed for 4 weeks, and
- that 72 meter-months will be included.

Not all meters will be installed at the same time and sets of micrometers will likely be rotated throughout the collection system. Areas showing significant response would then be targeted for further investigations. Areas showing little response would be screened from further consideration. The same 5 rain gauges installed during the calibration monitoring are planned to support the micro-monitoring effort. The actual number and placement of the gauges will be finalized during micro-monitor plan development.

Task 3.2 Hydraulic Modeling

HDR will use the Black River WWTP collection system model as updated under the Pearl/Tacoma Pump Station upgrades project as a starting point for the Black River WWTP Collection system model update. The model used PCSWMM software and it is planned to keep the model in PCSWMM.

HDR will use the hydrologic and hydraulic model of the collection system tributary to the Jaeger pump station developed under the Jaeger Pump Station upgrades projects as the starting point for the PQM WWTP collection system model development.

Both models will be expanded to include all pipes 8" in diameter or larger. The resolution of subcatchment delineation will be increased to the level required to support evaluation of existing conditions, and potential future improvements.

At a minimum, newly added manholes and pipes will be named according to the City's GIS database to establish a one-to-one relationship between the model(s) and the GIS. Because the existing Black River collection system nodes and

conduits do not align with the City's GIS, an evaluation will be performed to assess the feasibility of renaming the modeled elements to match the CITY's GIS.

The City's GIS database will be used as the primary source of data for populating the model. Pipe sizes, materials, invert elevations and rim elevations will be imported, where available. Where physical attribute data is not available in the GIS or system connectivity is not clear, record drawing will be requested and reviewed. If no record drawings exist, a field investigation plan will be developed to collect critical attribute information. It is assumed that up to 200 manholes will be surveyed in support of model development.

The existing portions of the Black River collection system model will be reviewed to assess accuracy and appropriateness for use. For example, multiple SSOs have been eliminated since the original Black River collection system model was developed. These changes are not reflected and will need to be updated.

In the Black River WWTP collection system model, the representation of the Black River Storage Tunnel, diversion and overflow structures and dewatering pump station will be reviewed and updated. Calibration meters will be placed strategically to allow for the behavior of the siphon to be evaluated during dry weather and wet weather events of varying duration and intensities.

The models will be extended into the respective WWTPs far enough that hydraulic impacts upstream can be properly represented. This is expected to include the plants' headworks.

Model Calibration

The model will be calibrated to dry and wet weather flow in accordance with industry best practices. Calibration events will have a minimum depth of 0.25" inches or rainfall and a minimum hourly intensity of 0.25 in/hr. A minimum of 5 calibration events will be used for calibration. If insufficient rainfall is recorded during the calibration monitoring period, extending the monitoring period will be recommended in coordination with the City.

Model update and calibration will be documented in a technical memorandum.

Task 3.3 System Hydraulic Capacity Evaluations

HDR will use the updated/calibrated model to evaluate existing conditions. This includes the following tasks:

- Simulate the SSO and level of service design storms identified in Task 1 (at a minimum this will be 10-yr, 2-hour design storm for which SSOs must be controlled).
- At SSO locations predicted to overflow, the volume of overflow will be quantified as well as the peak flow rate.
- Areas where predicted surcharge exceed level of service goals will be identified along with the cause of the surcharge (pipe lacks hydraulic capacity or surcharge is caused by a downstream restriction such as pump station limitation or siphon). Thematic maps will be developed showing pipes that do not meet level of service of SSO control targets.

Future Conditions Assessment:

The same capacity assessment will be performed for the 3 future planning horizons identified in Task 1.

I/I Characterization

HDR will use model results in combination with City input, flow meter data, and existing information to identify areas with excessive I/I which cause excessive surcharge, basement flooding and/or SSOs in the downstream systems.

Thematic maps will be developed that characterize the relative severity of I/I in each calibration and/or micromonitor metershed. I/I characterization will differentiate between areas exhibiting evidence of direct inflows versus more infiltration-based I/I.

System Characterization TM

The results of the capacity assessments, SSO activations and I/I characterization will be summarized in a System Characterization TM. Both existing conditions and future conditions (where appropriate) will be documented.

The results of smoke/dye testing or CCTV defects will be included in the summary TM related to I/I characterization. This TM will also include areas where no storm sewers are present as these may be opportunities to reduce I/I into the sanitary if storm sewers were built

Task 3.4 Black River & PQM Hydraulic Evaluations

WWTP Hydraulic Model Development.

HDR will develop a desktop liquid stream hydraulic model for each of the two wastewater treatment plants, using Visual Hydraulics software. The model will be developed using existing plant drawings, supplemented by field observations and anecdotal information obtained from plant staff. The model will be used to understand flow conditions through each WWTP, as well as identify hydraulic bottlenecks and low velocity zones. The model can also be used to evaluate hydraulic conditions with trains and/or equipment out of service, to confirm level of service and redundancy requirements.

It is assumed that existing record drawings are available to represent the current state of the plant.

If desired, as a Supplemental Service HDR can survey critical control points and water surface elevations to calibrate this model with actual field data. Budget for this service was included in Task 2 above.

Model outputs will be reviewed with plant staff to facilitate their feedback in comparing model outputs with actual operating experience. HDR will schedule Workshops with plant staff following WWTP evaluations from Task 2 and Task 3 to discuss model findings and obtain feedback from City staff.

As a Supplemental Service, specific pump stations (in-plant or collection system) can be modeled to identify predicted pump performance, as well as low or high velocity zones, for example. HDR uses AFT Fathom to evaluate pumped systems, through development of system curves and inputting pump curves. For problematic areas, improvements would be recommended, such as different pump selections or other piping/hydraulic modifications.

Workshops #4 and #5 will be scheduled at the two WWTP to review the WWTP evaluations including:

- Results of the condition assessments at both WWTPs (performed under Task 2)
- Hydraulic model findings from each WWTP (Task 3)

As a Supplemental Service and if the hydraulic model of the WWTPs identifies it as a potential capacity issue, HDR can support the City in stress testing the final

clarifiers under predicted short-term or sustained peak conditions, using field testing or Computational Fluid Dynamic (CFD) modeling.

Task 3 Deliverables

- Calibrated Model Files
- Flow Monitoring TM
- Model Build and Calibration TM
- Capacity and I/I Characterization TM
- Black River and PQM WWTPs Hydraulic Evaluations TM
- Agenda and Minutes from Workshops #4 and #5

TASK 4: CAPITAL SOLUTIONS & MAINTENANCE RECOMMENDATIONS

HDR will develop and analyze alternatives to solve the identified problems and achieve the desired water quality and public health benefits. Feasible alternatives will be compared, and cost-effective solutions will be identified for the City.

Specifically, HDR will coordinate with the City to determine which SSO control solutions will be included in a Capacity Assurance Plan (CAP) update for the submittal to the EPA. The CAP update will include a capital improvement plan to achieve 10-year, 2-hour SSO control at Consent-decree mandated SSOs.

In addition to the CAP update, HDR will develop a Capital Improvement Plan (CIP) that includes prioritized projects to address capacity problems causing a risk of basement backups or surface flooding. The CIP will also include a prioritized plan to cost-effectively reduce I/I across the City.

Task 4.1 Alternatives & Project Development

HDR will use information developed in previous tasks to identify significant sewer system problems within the City's service area.

HDR will review and update cost and benefit calculation methods, and the feasible improvements prioritization process from the other SSES projects completed by HDR in similar areas. Costing methods will utilize the procedures and cost basis set forth for the other SSES projects.

HDR will develop, analyze and compare alternatives to solve the identified problems based on above analysis, and identify the highest ranked alternatives

for implementation.

HDR will evaluate these areas for potential system improvements including I/I reduction in the public ROW and on private property, and conveyance and/or storage alternatives to control peak flows and provide acceptable system performance. Alternatives will include relatively low-cost corrective measures such as rerouting catch basins and downspouts away from sanitary sewers. For areas where additional flow reduction or capacity is required, or where these sources are not the primary cause of basement flooding, HDR will evaluate other corrective measures such as sewer rehabilitation/separation, lateral repair, footing drain disconnection, relief sewers and storage facilities.

HDR will document hydraulic capacity, and I/I problem identification and potential corrective actions in a technical memorandum for use in development and analysis of improvement alternatives.

HDR will prioritize the recommended improvements based on above and review with City prior to final documentation.

Alternatives will be grouped into the following categories:

- Baseline Improvements
- I/I Source Reduction
- Stormwater Offloading
- Conveyance Alternatives
- Storage Alternatives
- Black River & PQM WWTPs Alternatives

A project prioritization workshop (Workshop #6) will be held to review the alternatives.

Task 4.2 Maintenance Recommendations

HDR will use the information and recommendations developed above to identify PFLs and maintenance and policy recommendations to optimize long-term system performance and serviceability.

HDR will utilize FreeFlowH2O, a web-based O&M scheduler that uses predictive maintenance to optimize collection system maintenance schedules to provide a recommended maintenance plan for the collection system. HDR will also hold a Workshop (Workshop #7) for City staff on use of the program.

Task 4.3 Policy Recommendations

HDR will identify examples of potential private property ordinances that the City could implement to address private property I/I issues, if identified as a significant contributor to SSOs and wet weather issues at the WWTPs. In addition, HDR will identify examples of billing options intended to encourage outside communities to address I/I issues in their collection systems rather than transport to the City for treatment.

Task 4.4 Final Recommendations, Phasing and Reporting

HDR will identify projects that can be completed in the short term to provide immediate impact on the reduction of I/I in the collection system or otherwise aid in the reduction of SSO occurrences without needing to be included in a long-term CIP.

HDR will summarize the recommended improvements in a report that includes proposed work, projected hydraulic performance, preliminary layouts and/or routing, planning level cost opinions and implementation schedules, and priorities of proposed work.

HDR will compile the report and relevant background information in a final Capital Improvement Program (CIP) Report that provides an overall summary of the project approach, results and recommendations.

Workshop #8 will be scheduled to review final recommendations.

Task 4 Deliverables

- SSES Report, draft and final, for submittal to USEPA
- SSES CIP, draft and final, Recommendations
- Agenda and Minutes for Workshops #6 - #8.



CITY OF LORAIN

City Council Regular Meeting

7. e.

Meeting Date: 03/16/2026

Submitted by: Kathryn Golden

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE IMPLEMENTATION OF THE BASCULE BRIDGE NOTIFICATION PROJECT.

PURPOSE AND BACKGROUND:

The City of Lorain was selected for federal CMAQ funding by the Northeast Ohio Areawide Coordinating Agency (NOACA), the project will be administered by the Ohio Department of Transportation (ODOT) with the City of Lorain to improve air quality and reduce traffic congestion. The proposed CMAQ project will implement a real-time bridge notification system to improve public safety and reduce vehicle idling emissions. The proposed CMAQ project is an activity eligible to receive funding. The total project cost is estimated at \$300,000, and these improvements are consistent with the city's ongoing transportation, mobility, and air quality improvement goals.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Admin Only

___ Ord. auth S/S Director to accept and enter into an agreement with ODOT for the implementation of the Bascule Bridge Notification project.

Fiscal Impact

Funds Available In Current Year Budget (Y/N): Y
Estimate of Total Expenditure: \$300,000
List of Funding Source and/or Account Number: Direct ODOT funds - No City expenditure
Estimate of Incoming Revenue (fees, grants, etc.): \$300,000
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance- Bascule Bridge Notification System
Award Letter
Sponsor Partnership Document

Form Review

Inbox

Harper

P. Riley

Form Started By: Kathryn Golden

Final Approval Date: 03/13/2026

Reviewed By

Anita Harper

Michele Beko

Date

03/13/2026 10:33 AM

03/13/2026 11:32 AM

Started On: 03/11/2026 09:44 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT AND ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE IMPLEMENTATION OF THE BASCULE BRIDGE NOTIFICATION PROJECT.

WHEREAS, the City of Lorain was selected for federal CMAQ funding by the Northeast Ohio Areawide Coordinating Agency (NOACA), the project will be administered by the Ohio Department of Transportation (ODOT) with the City of Lorain to improve air quality and reduce traffic congestion; and,

WHEREAS, the proposed CMAQ project will implement a real-time bridge notification system to improve public safety and reduce vehicle idling emissions; and

WHEREAS, the proposed CMAQ project is an activity eligible to receive funding; and

WHEREAS, the total project cost is estimated at \$300,000, and these improvements are consistent with the city's ongoing transportation, mobility, and air quality improvement goals.

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

SECTION I: The Safety/Service Director of the City of Lorain is hereby empowered on behalf of the City of Lorain to accept and enter into an agreement with the Director of the Ohio Department of Transportation necessary to coordinate the above-described project.

SECTION II: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code § 121.22.

SECTION III: This Ordinance shall take effect and be in force from and after the earliest period allowed by law upon passage by Council and approval by the mayor.

SECTION IV: That this Ordinance shall, after passage by Council and approval by the Mayor, take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026 _____

PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK OF COUNCIL**

APPROVED: _____, 2026 _____

MAYOR



NOACA

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Charles Slife, Cleveland City Council, Ward 15

India L. Birdsong Terry, General Manager & Chief Executive Officer, Greater Cleveland Regional Transit Authority

Kim Thomas, Mayor, City of Richmond Heights

Ex Officio Members

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

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

Grace Gallucci, Executive Director & CEO

February 20, 2026

The Honorable Jack W. Bradley
Mayor, City of Lorain
200 West Erie Avenue
Lorain, OH 44052

RE: NOACA 2030-2031 CMAQ Funding Award and Agreement

Dear Mayor Bradley,

Congratulations! We are pleased to inform you that your project was awarded funding through Northeast Ohio Areawide Coordinating Agency's (NOACA) Congestion Mitigation and Air Quality (CMAQ) program. Your project was selected because it demonstrates significant impact towards improving the region's air quality and congestion while also aligning with NOACA's long range plan.

NOACA will provide CMAQ funding for eligible costs, up to the maximum amount in the specified state fiscal year (SFY) of implementation.

Project Name	NOACA Funding	Work Phase	SFY
Bridge Notification Project (<i>Bascule Bridge</i>)	\$ 300,000 (100% CMAQ)	Construction	2030

Included with this letter is a form outlining sponsor partnership responsibilities that are a condition of accepting funding. Please sign and return as soon as possible. Upon receipt of your signed form, NOACA will work with you and the appropriate state and federal agencies to program the project accordingly.

NOACA will host a mandatory virtual meeting on March 12, 2026, from 10:30 a.m.- noon to discuss the roles and responsibilities of NOACA, the Ohio Department of Transportation, and awardees. NOACA will contact your staff with further information.



The Honorable Jack W. Bradley
February 20, 2026
Page 2

If you have any questions, please do not hesitate to call me at (216) 241-2414, ext. 100. Also, your staff may contact Ed May, Director of Programming, at (216) 241-2414, ext. 287 or by email at emay@mpo.noaca.org.

Respectfully,

Grace Gallucci
Executive Director & CEO

CC: Dale Vandersommen, City Engineer, City of Lorain
Bob Weaver, District Deputy Director, ODOT District 3

GG:sw:ml/10381s
Enclosure

NOACA 2030-2031 Congestion Mitigation Air Quality Project Award – Sponsor Partnership Responsibilities

Sponsor Agency: City of Lorain

Project(s):

Project Name	ODOT PID	NOACA Funding	Work Phase	SFY
Bridge Notification Project (<i>Bascule Bridge</i>)	TBD	\$ 300,000 (100% CMAQ)	Construction	2030

The sponsor shall work with NOACA as a partner in the development and implementation of the stated projects. To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting(s) between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meeting(s) (if applicable).
3. NOACA review and approval of the original scope, adherence to the [NOACA Complete and Green Streets Policy](#), and any proposed modifications to project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the projects.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

Next steps include NOACA staff reaching out with ODOT scoping forms so we can program the project in the Transportation Improvement Program (TIP) for the stated funding amount and indicated year of implementation.

Authorized Agency Representative

Date

Grace Gallucci, Executive Director & CEO, NOACA

Date



CITY OF LORAIN

City Council Regular Meeting

7. f.

Meeting Date: 03/16/2026

Submitted by: Gwen Frey

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

An Ordinance Authorizing The Safety/Service Director To Enter Into An Agreement With LJB, Inc., For Professional Services Related To The Design Of The Various High Visibility Markings & RRFB Systemic Safety Project.

PURPOSE AND BACKGROUND:

The City of Lorain applied for and was awarded funds for the design of systemic pedestrian improvements throughout the City of Lorain via the Ohio Department of Transportation (ODOT) Highway Safety Improvement Program. This Council passed and adopted Resolution No. 100-25 authorizing the Lorain Safety/Service Director to enter into an agreement with the Ohio Department of Transportation (ODOT). The City of Lorain has advertised a Request for Qualifications as required by the Ohio Revised Code Section 153.67 for the purpose of professional services related to the design of the Various High Visibility Markings and RRFB Systemic Safety Project, Project Identification (PID) No., 124448. The firms were rated and ranked. LJB, Inc. was selected as the highest rated firm. The Engineering Department seeks to enter into a professional services agreement with LJB, Inc. in the amount of \$120,894.00, to be paid at 90% by ODOT and 10%, or \$12,089.40, from the City of Lorain from Fund 4010.C401.6300.2305 - ODOT Projects (PIDs).

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Admin Only

___ Ord. auth the S/S Director to enter into an agreement w/ LJB Inc. for professional services related to the design of the various high visibility markings & RRFB Systemic Safety Project.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$12,089.40
List of Funding Source and/or Account Number: 4010.C401.6300.2305
Estimate of Incoming Revenue (fees, grants, etc.): \$120,894.00
Financing Requirements (Bonds, Loans, Lease, etc.):

This expenditure is the required 10% local match for preliminary design engineering.

Attachments

Ordinance - Var Hi-Viz Markings & RRFB Professional Design Services
Draft Professional Services Agreement - Var Hi-Viz Markings & RRFB

Form Review

Inbox

Carrion
Mayor Bradley
Harper
P. Riley
Form Started By: Gwen Frey
Final Approval Date: 03/13/2026

Reviewed By

Rey Carrion
Jack Bradley
Anita Harper
Michele Beko

Date

03/12/2026 04:57 PM
03/13/2026 09:12 AM
03/13/2026 10:31 AM
03/13/2026 11:32 AM
Started On: 03/09/2026 04:10 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH LJB, INC., FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF VARIOUS HIGH VISIBILITY MARKINGS & RRFB SYSTEMIC SAFETY PROJECT.

WHEREAS, the City of Lorain applied for and was awarded funds for the design of systemic pedestrian improvements throughout the City of Lorain via the Ohio Department of Transportation (ODOT) Highway Safety Improvement Program; and,

WHEREAS, this Council passed and adopted Resolution No. 100-25 authorizing the Lorain Safety/Service Director to enter into an agreement with the Ohio Department of Transportation (ODOT); and,

WHEREAS, the City of Lorain has advertised a Request for Qualifications as required by the Ohio Revised Code Section 153.67 for the purpose of professional services related to the design of the Various High Visibility Markings and RRFB Systemic Safety Project, Project Identification (PID) No., 124448; and

WHEREAS, the firms were rated and ranked; and

WHEREAS, LJB, Inc. was selected as the highest rated firm; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with LJB, Inc. in the amount of \$120,894.00, to be paid at 90% by ODOT and 10%, or \$12,089.40, from the City of Lorain from Fund 4010.C401.6300.2305 - ODOT Projects (PIDs).

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an agreement for professional services with LJB, Inc., for the purpose of design, surveying, construction

management, and any and all services related to the design of the Various High Visibility Markings & RRFB Project, PID 124448, in form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

SECTION II: Professional services for the Various High Visibility Markings & RRFB Project, PID 124448, shall require the City of Lorain to pay LJB, Inc. an amount not to exceed \$12,089.40 as compensation for said professional services.

SECTION III: That the total cost of professional services shall not exceed \$120,894.00, with 90% paid by ODOT and 10% shall be paid from account 4010.C401.6300.2305 - ODOT Projects (PIDs).

SECTION IV: That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION V: That this Ordinance shall, after passage by Council and approval by the Mayor, take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK OF COUNCIL**

APPROVED: _____, 2026

MAYOR

**AGREEMENT
BETWEEN THE CITY OF LORAIN AND
VENDOR**

AGREEMENT

Effective as if the _____ day of _____ in the year of 2026

BETWEEN the City:

The City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

The Vendor is:

LJB, Inc.
6150 Oak Tree Blvd, Suite 420
Independence, Ohio 44131

The Project is:

**Various High-Visibility Markings &
RRFB Systemic Safety (PID 124448)
Professional Design Engineering Services**

The City of Lorain and Vendor agree as set forth below.

THIS AGREEMENT, effective as of the _____ day of _____, 2026, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and LJB, Inc. (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the Various High-Visibility Markings & RRFB Systemic Safety (PID 124448) Professional Design Engineering Services Construction Administration and Inspection Services (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Vendor’s proposal acceptable and desires to hire and engage Vendor to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Vendor’s proposal and the terms, conditions and provisions contained herein. Vendor, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Vendor to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. DEFINITIONS

- 1.1** “City” means the City of Lorain, Ohio.
- 1.2** “Director of Public Safety/Service” means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.
- 1.3** “Vendor” means LJB, Inc.
- 1.4** “Services” means those services performed by Vendor as detailed in the Scope of Services, (Exhibit “A”) as per this Agreement.
- 1.5** “Base Agreement Price” means the Vendor’s base agreement price for Services as specified in the Scope of Services, (Exhibit “A”), and Compensation, (Exhibit “B”), excluding specific and general allowances.
- 1.6** “Agreement Modification” means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Vendor.
- 1.7** “General Allowance” means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City’s needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit “B” Compensation.
- 1.8** “Reallocation of Funds” means a transfer of funds between tasks, as presented in Exhibit “B” – Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.

1.9 “Schedule Delay” means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.

1.10 “Specific Allowance” means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1) generally known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

1.11 “Total Agreement Price” means the sum of Vendor’s Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.

1.12 “Project” means Various High-Visibility Markings & RRFB Systemic Safety (PID 124448) Professional Design Engineering Services Construction Administration and Inspection Services.

Section 2. SCOPE OF SERVICES

2.1 Vendor does hereby promise and agree to provide the professional services as described in the Scope of Services (Exhibit “A”).

Section 3. REPRESENTATIVES

3.1 Vendor shall designate and authorize an employee of Vendor to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Vendor’s

participation in the project. The Vendor's Project Manager must be approved by the City, and any change in the Vendor's Project Manager requires prior approval by the City.

3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the Director of Public Safety/Service or such other person designated by him.

Section 4. COMPENSATION FOR VENDOR'S SERVICES

4.1 The City will pay the Vendor for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a Total Agreement Price not to exceed TWELVE THOUSAND EIGHTY NINE AND 40/100 dollars (\$12,089.40). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" - Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" – Compensation.

4.1.1 Time and Materials

Time and materials, if specified in Exhibit "B" - Compensation, is based on a combination of labor, subVendor, and direct expense costs as specified in Exhibit "B" - Compensation and defined in this Agreement.

4.1.1.1 Labor Costs

Labor costs are computed by multiplying the Vendor's billing rates (as designated in Exhibit "B" - Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.

4.1.1.2 SubVendor Costs

SubVendor costs (both labor - using the same cost approach as the Vendor - and direct expense costs incurred by SubVendor) are invoiced by Vendor with no markup.

4.1.1.3 Direct Expense Costs

Direct expense costs in support of delivering the Services are included on the Vendor invoice. Direct expense costs (non-labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Vendor to specific projects that are applicable to delivering the Services.

4.2 The task budgets are presented in Exhibit "B" - Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Vendor by the City's Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.

4.3 Tasks may be modified with prior written authorization of the Director, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are

considered to be outside the original contract scope, such items will be deemed additional Services.

4.4 Vendor shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:

4.4.1 Submittal by Vendor of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;

4.4.2 Prior approval of the City's Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;

4.4.3 If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City's Auditor;

4.4.4 A written modification to the Agreement; and

4.4.5 Written notification to Vendor from the Director directing Vendor to perform such additional Services prior to commencement of the additional Services.

4.5 For additional Services deemed by the City to be time critical, Vendor may commence Services with verbal authorization from the Director of Public Safety/Service.

4.6 Specific and general allowance funds may be utilized with prior written approval by the City.

4.7 Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and

excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Vendor, the City shall provide a copy of the City's certificate of tax exemption.

- 4.8** The Vendor shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

Section 5. METHOD OF PAYMENT

- 5.1** For the purpose of providing progress payments for the performance of the Services under this Agreement, Vendor will submit monthly invoices on the City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" - Compensation.
- 5.2** Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" – Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 - Term and Schedule.
- 5.3** Vendor shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Vendor shall update this list to reflect changes in key personnel assigned to the Project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Vendor.
- 5.4** If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly

rates in order to facilitate processing of Vendor invoices. Vendor shall update this list to reflect changes prior to new personnel appearing on an invoice.

5.5 If the Time and Materials compensation method is designated in Exhibit “B” – Compensation, then Vendor shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Vendor shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.

5.6 All compensation procedures and invoice requirements set forth herein shall also apply to all subVendors directly contracted to the prime Vendor. Deviations from said procedures and requirements may be allowed only after written application by the Vendor to the City and written acceptance of such deviation by the City.

5.7 The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City’s earned value tracking system.

5.8 Prior to payment of the final invoice, Vendor agrees to deliver to the City the following, if applicable to the Services:

5.8.1 All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducibles related to the project and as required by the City's representative. Vendor may retain one copy of any or all of the aforementioned materials for its files.

5.8.2 Record drawings.

- 5.8.3** All non-expendable personal property purchased and approved by the City as other Direct Costs.
- 5.8.4** A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Vendor from the operation of the release in stated amounts to be set forth therein.
- 5.9** All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Director and the City Auditor. Provided the City receives the required backup documentation, the City shall endeavor to make payment to the Vendor within thirty (30) days from the City's receipt of a monthly statement.
- 5.10** No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.
- 5.11** Right to Inspect; Right to Audit Books. The Vendor and all subVendors shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Vendor's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable

notice, also have the right to examine records of payments to SubVendors. Further, if the Time and Materials method of compensation is designated in Exhibit “B” – Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Vendor’s accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to SubVendors.

5.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

Section 6. TERM AND SCHEDULE

6.1 Vendor shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.

6.2 The completion of the Services in a timely and orderly manner is essential. Vendor shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.

6.3 Vendor shall prepare and submit a baseline project schedule for City approval in accordance with the City’s Schedule Guidance Document.

6.4 Vendor shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City’s Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the Director or his designee.

6.5 Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (hereinafter “Force Majeure”) including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Vendor may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

7.1 Services provided by the Vendor and all of its agents, subVendors, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.

7.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of Vendor’s Services. During the term of the Agreement, the Vendor shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or

corrections resulted from Vendor's negligent acts, errors or omissions, without any additional compensation from the City.

7.3 Acceptance of Services, including payment for same, shall not relieve the Vendor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

7.4 In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Vendor in any phase of the service, the correction, repair or reconstruction of which may require additional field or office work or services, the Vendor shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Vendor shall be reimbursed for any costs incurred for the correction, repair, or reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Vendor as per above.

7.5 The City will provide to Vendor all data in City's possession relating to the Services. The Vendor shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Vendor shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

7.6 The City will endeavor to review Vendor-provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

Section 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 INSURANCE

8.1.1 Liability Insurance to be provided by Vendor, Vendor's subVendors and professionals engaged by Vendor. For any Services under this Agreement, and until completion of the entire Services, the Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

8.1.1.1 Auto Liability Insurance

Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Vendor and not less than Five Hundred Thousand Dollars (\$500,000) for the SubVendor(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Vendor, Vendor's subVendors, or Professionals engaged by Vendor. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and Vendors including the City's Vendors for the Project shall be named as

additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professional's(s') engaged by Vendor Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

8.1.1.2 Workers' Compensation

Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

8.1.1.3 General Liability Insurance

Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects

independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

(b) Vendor's Vendor(s) and Professionals engaged by the Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

The City and its officials, employees, representatives, agents, and City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professionals' engaged by the Vendor Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under

the Vendor's, Vendor's subVendor's(s') and Professionals' engaged by the Vendor policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage shall be maintained for a minimum of three (3) years after expiration of this Agreement. The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

8.1.1.4 Professional Liability Insurance

Vendor, Vendor's subVendor's(s) and Professionals engaged by the Vendor shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Vendor's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Vendor's subVendor(s) or Professionals engaged by Vendor who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor, or at any other subVendor level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

(a) Vendor's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

(b) Vendor's subVendor(s) and Professionals engaged by Vendor
Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than three (3) years within which a claim may be made under the policy respecting the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor as the case may be.

8.2 Property Insurance

The Vendor shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, false work, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Vendor in the performance of the Services. The Vendor also agrees to require Vendor's subVendor(s) and Professionals engaged by Vendor to insure any and all property listed above used

or owned by the Vendor's subVendor(s) or Professionals engaged by Vendor in the performance of the Services. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Vendor, Vendor's subVendor(s) or Professional engaged by Vendor in the performance of the Services.

8.3 Insurance Coverage Requirements:

8.3.1 Primary Coverage

The insurance coverage to be purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

8.3.2 Thirty Days Notice

Either the insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor, or the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor shall incorporate a provision requiring the giving of written notice to City, Vendor, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Vendor, Vendor's subVendor(s), and Professionals

engaged by Vendor shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Vendor, Vendor's subVendor(s) and/or Professionals engaged by Vendor.

8.3.3 Financial Strength

The insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor herein shall be placed and maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

8.3.4 Vendor(s) and Professionals engaged by Vendor Insurance. Vendor shall not sublet or subcontract any part of this Agreement without assuming absolute responsibility for requiring and taking actions to know that each Vendor's subVendor(s) and Professionals engaged by Vendor (and each subVendor at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Vendor and the limits of liability herein required of Vendor's subVendor(s) and Professionals engaged by Vendor. Failure of Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Vendor's sole expense, in neither case, however, shall the Vendor's liability hereunder be lessened.

8.3.5 Notice of Occurrence

Upon Vendor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor related to the Project, and which may exceed One Million Dollars (\$1,000,000), Vendor shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor Services, or the validity or status of such claim, liability or loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

8.3.6 Evidence of Insurance

Vendor shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) and policies shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration

of this Agreement, the Vendor shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Vendor, Vendor's subVendor(s), or Professionals engaged by the Vendor or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute City's approval of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

8.3.7 Compliance

If any insurance purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Vendor's, Vendor's subVendor(s) and Professionals engaged by Vendor intentional or willful non-compliance with Applicable Laws.

8.3.8 No Limitation

The types and limits of insurance to be purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to these Contract Document shall not be deemed to constitute a limitation of the Vendor's, Vendor's subVendor's(s'), Professionals' engaged by Vendor liability hereunder or otherwise, or otherwise to limit or affect the Vendor's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor.

8.3.9 Purchase of Insurance

If the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City may purchase such insurance and the cost thereof shall be borne by the Vendor, and shall be deducted from any amounts due and owing by the City to the Vendor. If such amounts are insufficient, the Vendor agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

8.3.10 Other Insurance

Any insurance or any increase of limits of liability not described in this Article 3 which Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor

requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Vendor's fee for base Services or part of Vendor's Reimbursable Expenses or be subject to a request for Additional Services.

Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM

VENDOR'S OBLIGATIONS

9.1 Termination for Cause and Default of Vendor

This Agreement may be terminated by the City at any time for cause upon written notice to Vendor of such intent when either the progress or results achieved under this Agreement are unacceptable to the City, and upon giving Vendor reasonable notice and opportunity to cure such unacceptable progress or results, which Vendor fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.

9.2 If this Agreement is cancelled by the City prior to completion, Vendor, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Vendor for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Vendor shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the

Services by another Vendor. The City shall allow the Vendor to retain copies for their records, if Vendor chooses to do so.

9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Vendor that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Vendor's expense.

9.4 This Agreement may be terminated by Vendor for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this Agreement. Within ten (10) working days, Vendor shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Vendor for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.

9.5 Termination without Cause

The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Vendor for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Vendor shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purposes of

fully vesting in it the rights and benefits of Vendor under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Vendor regarding the Vendor's performance of the Services and the termination of Vendor's Services by the City.

Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Vendor shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

Section 11. INDEMNITY

11.1 Vendor shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its SubVendors provide and maintain a safe working environment. Vendor shall ensure that its employees and the employees of its SubVendors, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Vendor shall remove from the site any employees or SubVendors that fail to abide by applicable health and safety regulations. Vendor shall

not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Vendor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Vendor has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Vendor's facilities and appropriate Project Records to ascertain Vendor's and its SubVendors' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Vendor of its responsibility for its own and its SubVendors' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Vendor shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Vendor, its employees, SubVendors or agents. Smoking is prohibited at the Project site. Vendor shall monitor the City's no smoking rule with respect to its employees and SubVendors while they are working at the Project site.

11.2 Vendor shall indemnify, save and hold the City and its officers, employees, and agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all negligent acts, errors, or omissions by the Vendor (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are

originated by or the responsibility of the Vendor and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Vendor in the performance of this Agreement. The Vendor shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Vendor. This indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Vendor a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by or notice to City. City shall promptly notify the Vendor of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Vendor. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Vendor or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Vendor further agrees to indemnify and hold harmless the City from claims made by employees of Vendor or employees of Vendor's subVendors and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Vendor. As between Vendor and the City, Vendor agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise (“MBE/WBE”) and/or Small Business Enterprise (“SBE”) subcontracting goals established for this Agreement are defined in Exhibit “D” – MBE/WBE/SBE Compliance Goals.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 Vendor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City’s Equal Employment Opportunity Policy, Guidelines and Procedures.

13.2 Vendor agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.

14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit “E”) shall apply to this Agreement.

Section 15. INDEPENDENT CONTRACTOR

15.1 Vendor shall be and remain an independent contractor with respect to all Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Vendor on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Vendor agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

Section 16. SUBVENDORS

16.1 Since this Agreement is made pursuant to the proposal submitted by Vendor and in reliance upon Vendor's qualifications and responsibility, Vendor shall not sublet nor shall any subVendor commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Vendor shall state in writing the portion of the Services which each subVendor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

16.2 All subVendors for Services covered by this Agreement must conform to the requirements of this Agreement.

16.3 Debarment

The Vendor acknowledges the EPA regulations regarding the use of businesses which are included on the System for Award Management (SAM) database of businesses which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Vendor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Vendor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

18.1.1 The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties

shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in the relevant services provided herein. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

Section 19. CONSTRUCTION

19.1 All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Vendor agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Vendor’s Scope of Services (Exhibit “A”), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Section 20. MISCELLANEOUS

20.1 Copyrights

The Vendor acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or invention which arise

or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Vendor in executing the Services shall remain the property of Vendor. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Vendor.

20.2 Remedies

The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

20.3 Defective Pricing

The Vendor and subVendor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

20.4 Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

20.5 Gratuities

If the City finds after a notice and hearing that the Vendor, or any of the Vendor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Vendor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

20.6 The Vendor shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.

Section 21. EXHIBITS

21.1 It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the

terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – Compensation
- c. Exhibit "C" – Not Used
- d. Exhibit "D" – Business Opportunity Program Compliance Goals Not Included
- e. Exhibit "E" - Standard Clauses for WPCLF Assisted Projects – Not Included

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:

CITY OF LORAIN, OHIO

BY: _____

(Title): _____

WITNESS:

LJB, INC.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

EXHIBIT A & B

February 27, 2026

Gwen Frey, EI
City of Lorain Engineering Department
200 West Erie Avenue
Lorain, Ohio 44052

Re: Cost Proposal for LOR-VAR High Visibility Markings (PID 124448)

Dear Ms. Frey:

Thank you for your selection on the LOR-VAR High Visibility Markings project and the opportunity to submit our cost proposal. We are looking forward to partnering with the City of Lorain to improve pedestrian safety throughout the city. Our understanding of the project comes from phone conversations with yourself and Veronica Newsome, previous work on the D3/D12 Pedestrian Safety Project (PID 117537), and our development of the proposal for selection.

A total of 19 sites are included the scope, with improvements high visibility crosswalk markings, a rectangular rapid flashing beacon (RRFB) crossing, and Pedestrian Hybrid Beacon (PHB) signal. New curb ramps will be constructed at the intersections with the RRFB and PHB.

Included is the following information:

- LJB Proposal Cost Summary
- LJB Proposed Hours
- LJB Non-Labor Direct Cost Summary
- Proposed Overhead and Cost of Money Rates
- Scope of Services Narrative

If you have any questions or require additional information, please contact me at (216) 303-6055 or Tflask@ljbinc.com. We look forward to working with you to achieve successful completion of this project.

Sincerely,

LJB Inc.



Tom Flask, PE, PTOE, RSP
Project Manager



Cynthia E. Yerkey, PE, RSP2I
Transportation Operations Lead



C-R-S		LOR-VAR High Visibility Marking		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	LJB Engineering											
Agreement No.				State Average Overhead Rate		160.84%						
Modification No.				Consultant Overhead Rate:		199.62%						
PID No.	124448			Cost of Money:		0.79%						
Proposal Date	2/27/2026			Net Fee Percentage:		11%						
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.A - Project Control, Benchmarks, and Reference Points												
2.3.A.A.1 - Field Review for Concept Plans												
			\$74.71	12	\$897	\$1,790	\$7	\$50	\$0	\$257	\$3,001	
2.3.A.A.2 - Type "B" Monument Specified												
			\$55.76	60	\$3,346	\$6,679	\$26	\$752	\$0	\$960	\$11,763	
2.3.A.B - Monumentation Recovery; Records Research; and												
2.3.A.B.1 - Records Research Including Deeds and Easements												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.B.2 - Existing Centerline and R/W Field Survey												
			\$52.51	52	\$2,731	\$5,451	\$22	\$0	\$0	\$784	\$8,987	
2.3.A.B.3 - Boundary Lines/Easements Field Survey												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.C - Base Mapping												
2.3.A.C.1 - No additional R/W expected to be acquired												
			\$74.71	16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
2.3.A.C.2 - Additional R/W expected to be required												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.A.G - Property Owner Notification												
			\$55.24	14	\$773	\$1,544	\$6	\$0	\$0	\$222	\$2,545	
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation												
			\$46.33	12	\$556	\$1,110	\$4	\$0	\$0	\$160	\$1,830	
2.3.G.B - Subsurface Utility Engineering												
			#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 2.3 - AER Design					166	\$9,498	\$18,959	\$75	\$803	\$0	\$2,725	\$32,060
Total - 2 Preliminary Engineering Phase					166	\$9,498	\$18,959	\$75	\$803	\$0	\$2,725	\$32,060

3 - Environmental Engineering Phase										
3.3 - Stage2										
3.3.A - Roadway										
3.3.A.A - Title Sheet and Notes	\$43.97	90	\$3,958	\$7,900	\$31	\$0	\$0	\$1,136	\$13,025	
3.3.C - Traffic Control										
3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd	\$46.86	6	\$281	\$561	\$2	\$0	\$0	\$81	\$925	
3.3.C.2 - Kolbe Rd & Jaeger Rd	\$46.86	6	\$281	\$561	\$2	\$0	\$1	\$81	\$926	
3.3.C.3 - Meijer (store) & Leavitt Rd (SR58)	\$46.86	6	\$281	\$561	\$2	\$0	\$2	\$81	\$927	
3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd	\$46.86	6	\$281	\$561	\$2	\$0	\$3	\$81	\$928	
3.3.C.5 - Oberlin Ave & Meister Rd	\$46.86	6	\$281	\$561	\$2	\$0	\$4	\$81	\$929	
3.3.C.6 - Oberlin Ave & West 26th St	\$46.86	6	\$281	\$561	\$2	\$0	\$5	\$81	\$930	
3.3.C.7 - S Broadway & Cooper Foster Rd	\$46.86	6	\$281	\$561	\$2	\$0	\$6	\$81	\$931	
3.3.C.8 - Broadway & 39th St	\$46.86	6	\$281	\$561	\$2	\$0	\$7	\$81	\$932	
3.3.C.9 - Broadway & 33rd St	\$46.86	6	\$281	\$561	\$2	\$0	\$8	\$81	\$933	
3.3.C.10 - Broadway & 30th St	\$46.86	6	\$281	\$561	\$2	\$0	\$9	\$81	\$934	
3.3.C.11 - Broadway & 28th St (SR57)	\$46.86	6	\$281	\$561	\$2	\$0	\$10	\$81	\$935	
3.3.C.12 - Broadway (SR 57) & 21st St (SR611)	\$46.86	6	\$281	\$561	\$2	\$0	\$11	\$81	\$936	
3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6)	\$46.86	6	\$281	\$561	\$2	\$0	\$12	\$81	\$937	
3.3.C.14 - Elyria Ave & 28th St (SR57)	\$46.86	6	\$281	\$561	\$2	\$0	\$13	\$81	\$938	
3.3.C.15 - East 31st St & Grove Ave (SR 57)	\$46.86	6	\$281	\$561	\$2	\$0	\$14	\$81	\$939	
3.3.C.16 - Colorado Ave (SR 611) & Root Rd	\$46.86	6	\$281	\$561	\$2	\$0	\$15	\$81	\$940	
3.3.C.17 - East 28th St (SR 57)& Fulton Rd	\$46.86	6	\$281	\$561	\$2	\$0	\$16	\$81	\$941	
3.3.C.18 - Grove Ave (SR57) and East 33rd	\$54.39	32	\$1,741	\$3,475	\$14	\$0	\$17	\$499	\$5,745	
3.3.C.19 - Pearl Ave and East 31st	\$59.36	76	\$4,511	\$9,005	\$36	\$0	\$18	\$1,294	\$14,864	
3.3.J - Utilities										
3.3.J.A - Utility Coordination and Documentation	\$43.86	36	\$1,579	\$3,152	\$12	\$0	\$0	\$453	\$5,197	
3.3.J.B - Water Works Plan	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.3.J.C - Water Works Details & Notes	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3.3.J.D - Sanitary Sewer Plans	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.3 - Stage2		336	\$16,568	\$33,073	\$131	\$0	\$171	\$4,754	\$54,697	
3.9 - Project Management for Environmental Engineering Phase										
3.9.A - Meetings	\$65.29	9	\$588	\$1,173	\$5	\$50	\$0	\$169	\$1,984	
3.9.B - General Oversight	\$74.71	24	\$1,793	\$3,579	\$14	\$0	\$0	\$514	\$5,901	
3.9.C - Project Set Up	\$74.71	2	\$149	\$298	\$1	\$0	\$0	\$43	\$492	
3.9.D - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 3.9 - Project Management for Environmental Engineering Phase		35	\$2,530	\$5,050	\$20	\$50	\$0	\$726	\$8,377	
Total - 3 Environmental Engineering Phase		371	\$19,098	\$38,124	\$151	\$50	\$171	\$5,480	\$63,074	

4 - Final Engineering and RW Phase										
4.1 - Right of Way Acquisition										
4.1.A - Right of Way Acquisition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL 4.1 - Right of Way Acquisition		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone										
4.3.A - Roadway/Interchange Costs	\$47.99	86	\$4,127	\$8,239	\$33	\$0	\$0	\$1,184	\$13,583	
4.3.B - Right of Way	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3.C - Structures Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.3.D - Utility Costs	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		86	\$4,127	\$8,239	\$33	\$0	\$0	\$1,184	\$13,583	
4.4 - Final Plan Package										
4.4.A - Submission of Final Tracings and Documentation	\$45.11	22	\$992	\$1,981	\$8	\$0	\$0	\$285	\$3,266	
4.4.B - Utility 4(A) Note	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.4 - Final Plan Package		22	\$992	\$1,981	\$8	\$0	\$0	\$285	\$3,266	
4.5 - Project Management for Final Engineering and Right of Way Phase										
4.5.A - Meetings	\$65.29	6	\$392	\$782	\$3	\$0	\$0	\$112	\$1,289	
4.5.B - General Oversight	\$74.71	15	\$1,121	\$2,237	\$9	\$0	\$0	\$322	\$3,688	
4.5.C - Project Set Up	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.5.D - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		21	\$1,512	\$3,019	\$12	\$0	\$0	\$434	\$4,977	
4.6 - Pre-Bid Activities										
4.6.A - Pre-Bid Questions	\$74.71	16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
TOTAL 4.6 - Pre-Bid Activities		16	\$1,195	\$2,386	\$9	\$0	\$0	\$343	\$3,934	
TOTAL - Final Engineering Phase		145	\$7,827	\$15,625	\$62	\$0	\$0	\$2,246	\$25,760	
TOTAL AUTHORIZED PARTS		\$0.00	682	\$36,423	\$72,708	\$288	\$853	\$171	\$10,451	\$120,894

C-R-S		LOR-VAR High Visibility Markings		PROPOSAL LABOR SUMMARY					Version: Sept 2021	
Consultant:	LJB Engineering									
Agreement No.										
Modification No.										
PID No.	124448									
Proposal Date	2/27/2026									
		No. of Units	Prof. VII	Prof. V	Prof. III	Prof. I	Designer V	Survey Technician	Total	
Task Description			\$74.71	\$58.56	\$46.44	\$37.86	\$54.77	\$46.12	Hours	Cost
AUTHORIZED TASKS:										
2 - Preliminary Engineering Phase										
2.3 - AER Design										
2.3.A - Field Survey and Aerial Mapping										
2.3.A.A - Project Control, Benchmarks, and Reference Points										
2.3.A.A.1 - Field Review for Concept Plans										
2.3.A.A.2 - Type "B" Monument Specified										
4 Total		12		12			40		12	\$897
2.3.A.B - Monumentation Recovery; Records Research; and										
2.3.A.B.1 - Records Research Including Deeds and Easements										
									0	\$0
2.3.A.B.2 - Existing Centerline and R/W Field Survey										
		8					12	32	52	\$2,731
2.3.A.B.3 - Boundary Lines/Easements Field Survey										
									0	\$0
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map										
									0	\$0
2.3.A.C - Base Mapping										
2.3.A.C.1 - No additional R/W expected to be acquired										
		16							16	\$1,195
2.3.A.C.2 - Additional R/W expected to be required										
									0	\$0
2.3.A.G - Property Owner Notification										
		2		4			8		14	\$773
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation										
				8				4	12	\$556
2.3.G.B - Subsurface Utility Engineering										
									0	\$0
TOTAL 2.3 - AER Design		46	0	24	0	60	36		166	\$9,498
Total - 2 Preliminary Engineering Phase		46	0	24	0	60	36		166	\$9,498

3 - Environmental Engineering Phase									
3.3 - Stage2									
3.3.A - Roadway									
3.3.A.A - Title Sheet and Notes			10	40	40			90	\$3,958
3.3.C - Traffic Control									
3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd	1			2	3			6	\$281
3.3.C.2 - Kolbe Rd & Jaeger Rd	1			2	3			6	\$281
3.3.C.3 - Meijer (store) & Leavitt Rd (SR58)	1			2	3			6	\$281
3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd	1			2	3			6	\$281
3.3.C.5 - Oberlin Ave & Meister Rd	1			2	3			6	\$281
3.3.C.6 - Oberlin Ave & West 26th St	1			2	3			6	\$281
3.3.C.7 - S Broadway & Cooper Foster Rd	1			2	3			6	\$281
3.3.C.8 - Broadway & 39th St	1			2	3			6	\$281
3.3.C.9 - Broadway & 33rd St	1			2	3			6	\$281
3.3.C.10 - Broadway & 30th St	1			2	3			6	\$281
3.3.C.11 - Broadway & 28th St (SR57)	1			2	3			6	\$281
3.3.C.12 - Broadway (SR 57) & 21st St (SR611)	1			2	3			6	\$281
3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6)	1			2	3			6	\$281
3.3.C.14 - Elyria Ave & 28th St (SR57)	1			2	3			6	\$281
3.3.C.15 - East 31st St & Grove Ave (SR 57)	1			2	3			6	\$281
3.3.C.16 - Colorado Ave (SR 611) & Root Rd	1			2	3			6	\$281
3.3.C.17 - East 28th St (SR 57)& Fulton Rd	1			2	3			6	\$281
3.3.C.18 - Grove Ave (SR57) and East 33rd	8	8		8	8			32	\$1,741
3.3.C.19 - Pearl Ave and East 31st	20	40		8	8			76	\$4,511
3.3.J - Utilities									
3.3.J.A - Utility Coordination and Documentation	4			8	24			36	\$1,579
3.3.J.B - Water Works Plan								0	\$0
3.3.J.C - Water Works Details & Notes								0	\$0
3.3.J.D - Sanitary Sewer Plans								0	\$0
TOTAL 3.3 - Stage2									
	49	58		98	131	0	0	336	\$16,568
3.9 - Project Management for Environmental Engineering Phase									
3.9.A - Meetings	3	6		3				9	\$588
3.9.B - General Oversight	4	24						24	\$1,793
3.9.C - Project Set Up		2						2	\$149
3.9.D - Not Used								0	\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase									
	32	0		3	0	0	0	35	\$2,530
Total - 3 Environmental Engineering Phase									
	81	58		101	131	0	0	371	\$19,098

4 - Final Engineering and R/W Phase									
4.1 - Right of Way Acquisition									
4.1.A - Right of Way Acquisition								0	\$0
TOTAL 4.1 - Right of Way Acquisition		0	0	0	0	0	0	0	\$0
4.3 - Prepare Cost Estimates and Revise Milestone									
4.3.A - Roadway/Interchange Costs		10	16	20	40			86	\$4,127
4.3.B - Right of Way								0	\$0
4.3.C - Structures Costs								0	\$0
4.3.D - Utility Costs								0	\$0
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		10	16	20	40	0	0	86	\$4,127
4.4 - Final Plan Package									
4.4.A - Submission of Final Tracings and Documentation		2		10	10			22	\$992
4.4.B - Utility 4(A) Note								0	\$0
4.4 - Final Plan Package		2	0	10	10	0	0	22	\$992
4.5 - Project Management for Final Engineering and Right of Way Phase									
4.5.A - Meetings	2	4		2				6	\$392
4.5.B - General Oversight	5	15						15	\$1,121
4.5.C - Project Set Up								0	\$0
4.5.D - Not Used								0	\$0
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		19	0	2	0	0	0	21	\$1,512
4.6 - Pre-Bid Activities									
4.6.A - Pre-Bid Questions		16						16	\$1,195
TOTAL 4.6 - Pre-Bid Activities		16	0	0	0	0	0	16	\$1,195
TOTAL - Final Engineering Phase		47	16	32	50	0	0	145	\$7,827
TOTAL AUTHORIZED PARTS		174	74	157	181	60	36	682	\$36,423

C-R-S	LOR-VAR High Visibility Marking	DIRECT COSTS									Version: Sept 2021
Consultant:	LJB Engineering										
Agreement No.											
Modification No.											
PID No.	124448										
Proposal Date	2/27/2026										
		mileage	monuments	hotel	meals	Direct Cost 5	Direct Cost 6	Direct Cost 7	Direct Cost 8	Direct Cost 9	Total
Task Description	Unit Cost:	\$0.72	\$20.00	\$110.00	\$25.00						
AUTHORIZED TASKS:											
2 - Preliminary Engineering Phase											
2.3 - AER Design											
2.3.A - Field Survey and Aerial Mapping											
2.3.A.A - Project Control, Benchmarks, and Reference Points											
2.3.A.A.1 - Field Review for Concept Plans		70									\$50.40
2.3.A.A.2 - Type "B" Monument Specified		420	4	2	6						\$752.40
2.3.A.B - Monumentation Recovery; Records Research; and											
2.3.A.B.1 - Records Research Including Deeds and Easements											\$0.00
2.3.A.B.2 - Existing Centerline and R/W Field Survey											\$0.00
2.3.A.B.3 - Boundary Lines/Easements Field Survey											\$0.00
2.3.A.B.4 - Establish Boundary Lines, Tax ID & Ownerships on base map											\$0.00
2.3.A.C - Base Mapping											
2.3.A.C.1 - No additional R/W expected to be acquired											\$0.00
2.3.A.C.2 - Additional R/W expected to be required											\$0.00
2.3.A.G - Property Owner Notification											\$0.00
2.3.G - Utilities											
2.3.G.A - Utility Coordination and Documentation											\$0.00
2.3.G.B - Subsurface Utility Engineering											\$0.00
TOTAL 2.3 - AER Design		490	4	2	6	0	0	0	0	0	\$802.80
Total - 2 Preliminary Engineering Phase		490	4	2	6	0	0	0	0	0	\$802.80

3 - Environmental Engineering Phase

3.3 - Stage2

3.3.A - Roadway

3.3.A.A - Title Sheet and Notes \$0.00

3.3.C - Traffic Control

3.3.C.1 - Oak Point Rd & Park Square Dr / Buck Horn Blvd \$0.00
 3.3.C.2 - Kolbe Rd & Jaeger Rd \$0.00
 3.3.C.3 - Meijer (store) & Leavitt Rd (SR58) \$0.00
 3.3.C.4 - Leavitt Rd (SR 58) & Tower Blvd \$0.00
 3.3.C.5 - Oberlin Ave & Meister Rd \$0.00
 3.3.C.6 - Oberlin Ave & West 26th St \$0.00
 3.3.C.7 - S Broadway & Cooper Foster Rd \$0.00
 3.3.C.8 - Broadway & 39th St \$0.00
 3.3.C.9 - Broadway & 33rd St \$0.00
 3.3.C.10 - Broadway & 30th St \$0.00
 3.3.C.11 - Broadway & 28th St (SR57) \$0.00
 3.3.C.12 - Broadway (SR 57) & 21st St (SR611) \$0.00
 3.3.C.13 - Broadway (SR 57) & West Erie Ave (SR 6) \$0.00
 3.3.C.14 - Elyria Ave & 28th St (SR57) \$0.00
 3.3.C.15 - East 31st St & Grove Ave (SR 57) \$0.00
 3.3.C.16 - Colorado Ave (SR 611) & Root Rd \$0.00
 3.3.C.17 - East 28th St (SR 57) & Fulton Rd \$0.00
 3.3.C.18 - Grove Ave (SR57) and East 33rd \$0.00
 3.3.C.19 - Pearl Ave and East 31st \$0.00

3.3.J - Utilities

3.3.J.A - Utility Coordination and Documentation \$0.00
 3.3.J.B - Water Works Plan \$0.00
 3.3.J.C - Water Works Details & Notes \$0.00
 3.3.J.D - Sanitary Sewer Plans \$0.00

TOTAL 3.3 - Stage2 0 0 0 0 0 0 0 0 0 0 0 \$0.00

3.9 - Project Management for Environmental Engineering Phase

3.9.A - Meetings 70 \$50.40
 3.9.B - General Oversight \$0.00
 3.9.C - Project Set Up \$0.00
 3.9.D - Not Used \$0.00

TOTAL 3.9 - Project Management for Environmental Engineering Phase 70 0 0 0 0 0 0 0 0 0 \$50.40

Total - 3 Environmental Engineering Phase 70 0 0 0 0 0 0 0 0 0 \$50.40

4 - Final Engineering and R/W Phase											
4.1 - Right of Way Acquisition											
4.1.A - Right of Way Acquisition											\$0.00
TOTAL 4.1 - Right of Way Acquisition	0	0	0	0	0	0	0	0	0	0	\$0.00
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway/Interchange Costs											\$0.00
4.3.B - Right of Way											\$0.00
4.3.C - Structures Costs											\$0.00
4.3.D - Utility Costs											\$0.00
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	0	0	0	0	0	0	0	0	0	0	\$0.00
4.4 - Final Plan Package											
4.4.A - Submission of Final Tracings and Documentation											\$0.00
4.4.B - Utility 4(A) Note											\$0.00
4.4 - Final Plan Package	0	0	0	0	0	0	0	0	0	0	\$0.00
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings											\$0.00
4.5.B - General Oversight											\$0.00
4.5.C - Project Set Up											\$0.00
4.5.D - Not Used											\$0.00
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	0	0	0	0	0	0	0	0	0	\$0.00
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions											\$0.00
TOTAL 4.6 - Pre-Bid Activities	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL - Final Engineering Phase	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL AUTHORIZED PARTS	560	4	2	6	0	0	0	0	0	0	\$853.20



**CONSULTANT INDIRECT COST RATE
 APPROVAL CERTIFICATE NO.: 09102025-SPG-03**

Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	LJB INC
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date (Approval Date):	09/10/2025

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION: The following rates were accepted as submitted:


Home Office Indirect Cost Rate:	199.62%
Field Office Indirect Cost Rate:	118.24%
Facilities Capital Cost of Money Rate:	0.79%

OVERTIME PREMIUM: Based on the information submitted by your company:


- INDIRECT.** All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- DIRECT.** Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- OTHER DIRECT COST.** Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- NOT APPLICABLE.** Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.

NOTE: The approved rates apply to billings and cost proposals, for either prime or subconsultant work, on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT, and the rates apply to direct labor costs incurred during the effective period, beginning on the approval date shown above. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of your ODOT prequalification.

Approved by:



Scot P. Gormley
 ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)
 ODOT Division of Finance
 1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223
 Phone: 614.644.0384
 Cell/Text: 614.949.8981
External Audits | Ohio Department of Transportation



Scope of Services

We have developed this detailed scope of services narrative including project understanding, deliverables, exclusions, assumptions, and project constraints. This document is based on the information known at the date of preparation and may be modified to reflect additional data received throughout the project development process, if required.

This proposal includes tasks from the Preliminary Engineering Phase through Final Engineering Phase.

Civil Engineering

LJB will perform the design tasks and plan preparation to provide the safety countermeasures and improvements as follows:

NUMBER	LOCATION	SCOPE OF WORK
1	Oak Point Rd & Park Square Dr / Buck Horn Blvd	High visibility crosswalk markings
2	Kolbe Rd & Jaeger Rd	High visibility crosswalk markings
3	Meijer (store) & Leavitt Rd (SR58)	High visibility crosswalk markings
4	Leavitt Rd (SR 58) & Tower Blvd	High visibility crosswalk markings
5	Oberlin Ave & Meister Rd	High visibility crosswalk markings
6	Oberlin Ave & West 26th St	High visibility crosswalk markings
7	S Broadway & Cooper Foster Rd	High visibility crosswalk markings
8	Broadway & 39th St	High visibility crosswalk markings
9	Broadway & 33rd St	High visibility crosswalk markings
10	Broadway & 30th St	High visibility crosswalk markings
11	Broadway & 28th St (SR57)	High visibility crosswalk markings
12	Broadway (SR 57) & 21st St (SR611)	High visibility crosswalk markings
13	Broadway (SR 57) & W Erie Ave (US 6)	High visibility crosswalk markings
14	Elyria Ave & 28th St (SR57)	High visibility crosswalk markings
15	East 31st St & Grove Ave (SR 57)	High visibility crosswalk markings
16	Colorado Ave (SR 611) & Root Rd	High visibility crosswalk markings
17	East 28th St (SR 57)& Fulton Rd	High visibility crosswalk markings
18	Grove Ave (SR57) and East 33rd	High visibility crosswalk markings Pedestrian Hybrid Beacon New curb ramps
19	Pearl Ave and East 31st	High visibility crosswalk markings Rectangular Rapid Flashing Beacon New curb ramps

The construction plan formats described in the March 18, 2020 Inaugural PSIP Project Development Approach Meeting Minutes document (see Appendix A) will be used for this project:

- High visibility markings only = Simplified Plans or Notes (17 locations)
- Curb ramps, RRFBs, or PHBs = Detailed Plans (2 locations)

The Diagrammatic plan format is not anticipated to be used on this project. Detailed plans will label critical locations with northing & easting coordinates and elevations.

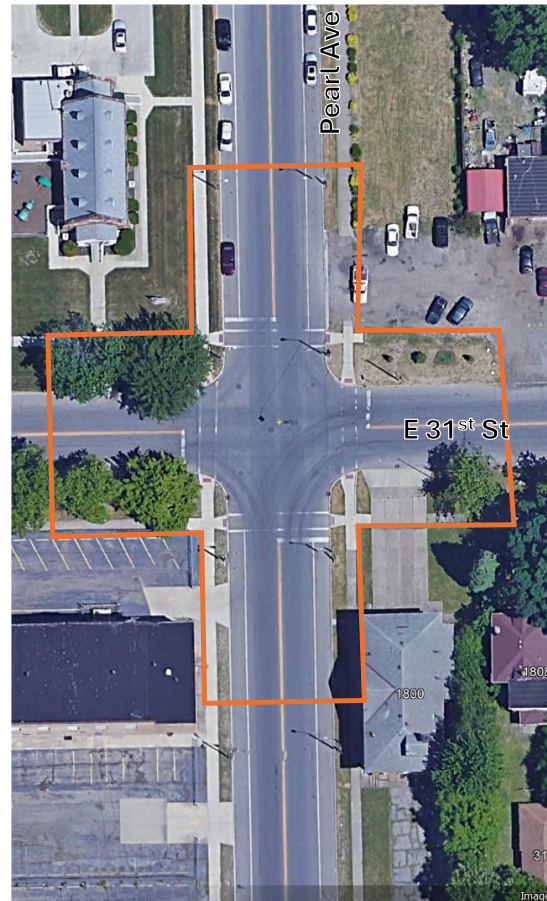
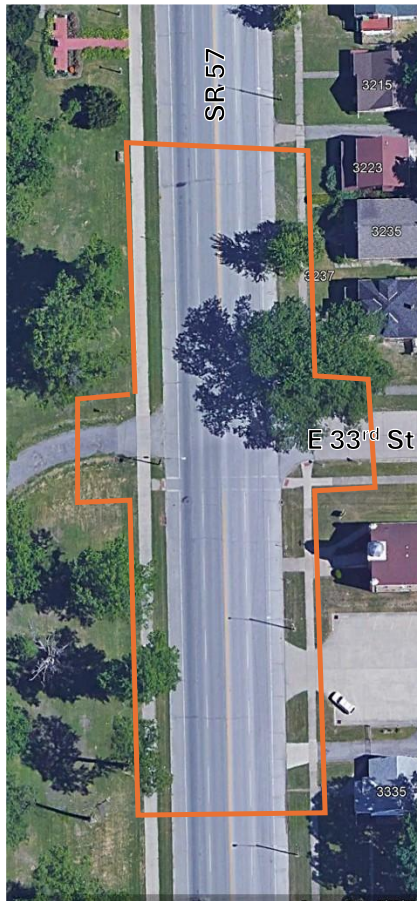
- **3.3.A.A Title Sheet and Notes** – Title sheet and notes sheets are expected to include:
 - 1 title sheet will be developed
 - 1 schematic plan (map of Lorain with project intersections labeled)
 - 3 general notes sheets
 - 2 MOT notes sheets
 - 3 traffic control notes
 - 2 traffic signal notes
- **3.3.C.1 through 3.3.C.19** – The complexity and detail for locations will vary based on the scope of work at the intersection, according to this scope and the PSIP Project Development Approach Meeting Minutes in Appendix A.
- **3.3.J.A Utility Coordination and Documentation** – LJB will coordinate with known utilities at each design submittal, requesting feedback on the improvements and information on future utility projects.
- **4.3.A. Roadway Costs** – The quantities will be compiled into subsummaries and general summary sheets. A construction cost estimate will be generated and provided in EST and PDF formats.
- **4.4.A Submission of Final Tracings and Documentation** – Final plans will be submitted in PDF and CADD file formats. Submission of a printed plan set is not anticipated.

Environmental

The NEPA document will be developed by ODOT District 3. LJB does not anticipate any tasks in the NEPA process beyond providing information at ODOT's request. Due to the limited impact of the project to the public, LJB does not anticipate attending, presenting at, or developing exhibits for public meetings.

Surveying

Field surveying to support the Detailed plan format is anticipated and is included in the manhour estimates. All plan formats will be designed and referenced on state plane grid coordinates. Centerlines of construction will not be created or referenced on any plans. A single existing conditions survey basemap will be created for the project. Field surveying and basemapping is anticipated within the limits shown on the following Survey Limits Maps:



- **2.3.A.A.1 Field Survey and Aerial Mapping:** Perform desktop review of each project location and identify details/quadrants with improvements for field survey. An engineer will perform field visits to the Detailed locations to develop conceptual markups of improvements to share at the Conceptual Review Meeting.
- **2.3.A.A.2 Project Control, Benchmarks, and Reference Points** – Two Type “B” Monuments will be set for horizontal and vertical control at each Detailed survey location. These will be identified in the plans for project control.
- **2.3.A.B.2 Existing Centerline and R/W** – Existing Right-of-way lines will be established for each Detailed site.
- **2.3.A.C.1 Base Mapping** –
 - **Detailed Sites:** General parameters of the basemapping will include locating specific topographic features within the survey limits obtaining horizontal and vertical information, including utilities.. LJB will prepare a survey using OHDOTCEv02 standards. LJB will locate traffic control features horizontally and vertically as appropriate and obtain digital photographs of all signs and traffic signal appurtenances so that all information on the sign and signal installation is viewable. Electronic file delivery will follow OHDOTCEv02 standards.
 - **Simplified Sites:** LJB will acquire aerial imagery at intersections where Ohio

Geographically Referenced Information Program (OGRIP) aerials are out-of-date and plan sheets are anticipated to be necessary.

- **2.3.A.G - Property Owner Notification** – LJB will coordinate with the City of Lorain on the mailing list for the property notification letters (PNL) and prepare a letter template based on ODOT's template for the City's approval. PNLs are only anticipated for properties adjacent to the Detailed sites.
- **2.3.G.A Utility Coordination and Documentation**– LJB will contact OUPS for each Detailed site and coordinate with utility providers to obtain field marking of locations along with design (plan) information to be included in the base mapping.

Project Management

- **3.9.A Meetings** –A total of 3 meetings are anticipated during the Environmental Engineering phase:
 - **Kickoff Meeting:** LJB will meet with the City of Lorain, ODOT District 3, and other stakeholders as recommended by the City to discuss expectations, schedule, preferences, and potential risks. The level of detail for sites where only markings are desired will also be confirmed. This meeting is anticipated to be in-person.
 - **Conceptual Review Meeting:** Following the field review described in 2.3.A, LJB will present conceptual drawings of the Detailed sites to the City of Lorain and ODOT District 3 to discuss comments, evaluate constructability, and confirm that the initial concepts are consistent with ODOT standards for ADA and PROWAG. This meeting is anticipated to be virtual.
 - **Preliminary Submittal Review Meeting:** Following agency review of the Preliminary Submittal (similar to Combined Stage 1-2 plans), LJB will meet with the reviewing agencies to discuss comments. This meeting is anticipated to be virtual.
- **3.9.B General Oversight** – LJB will execute its Project Management Plan. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments. Project management processes that will be implemented include initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The phase duration is anticipated at 4 months.
- **4.5.A Meetings** –A total of 2 meetings are anticipated during the Final Engineering and R/W phase:
 - **Revised Plans Review Meeting:** Following agency review of the Revised Plan Set (similar to Stage 3), LJB will meet with the reviewing agencies to discuss comments. This meeting is anticipated to be virtual.
 - **Prebid Questions Meeting:** One meeting will be held during the bid period to discuss prebid questions. This meeting is anticipated to be virtual.
- **4.5.B General Oversight** – LJB will execute its Project Management Plan for the Final Engineering and R/W phase. LJB's project manager will direct project activities in terms of budget and work planning, schedule and staff assignments for these phases of the ODOT PDP. Project management processes that will be implemented include

initiating, planning, monitoring and controlling, and closing out the scope of work. This task includes budgeting/billing activities throughout the duration of this phase. The duration of this phase is anticipated at 5 months.

- **4.6.A Pre-Bid Activities** – A moderate number of Pre-bid questions are anticipated due to the large number of locations. LJB has included time to address questions.

Assumptions and Exclusions

The following assumptions and exclusions apply to this proposal:

- ODOT District 3 will complete the NEPA document and the associated environmental studies and coordination.
- No proposed right-of-way will be required for the improvements.
- No centerlines of construction will be established. All annotations will be northing and easting from State Plan Grid Coordinates unless nominal offset dimensions from stable topography is used.
- Curb ramp design is not required at any locations except Locations 18 and 19.
- Geotechnical information will be provided by others. Soil information will be needed to verify foundation design for the PHB mast arm supports.
- Ongoing services during construction will be limited to responding to questions and clarifications on design plans. LJB will not provide construction inspection services.
- The following items are excluded from the scope of services:
 - Cost of permits
 - Subsurface utility location
 - Right-of-way plans
 - Detailed MOT schematic plans

Schedule

The following shows the anticipated schedule based on the RFP and achieving the ELLIS date for Sale. Note that ELLIS shows some early deadlines in the past so adjustments were made to show LJB's recommended schedule.

MILESTONE	DATE
Notice to Proceed	March 20, 2026
Kickoff Meeting	March 27, 2026
Field Review	April 1, 2026
Conceptual Review Meeting	April 15, 2026
Field Survey Complete	April 30, 2026
Preliminary Plan Submission	July 1, 2026
NEPA Document Approval (by ODOT)	July 15, 2026
Comments Received	August 1, 2026
Revised Plans Submission	October 6, 2026
Comments Received	November 6, 2026
Final Plan Submission	November 20, 2026
Local PS&E Package to District	December 1, 2026

Appendix A

March 18, 2020 Inaugural PSIP Project Development Approach Meeting Minutes



MEETING MINUTES

PSIP Project Development Approach

Date: March 18, 2020

Time: 3 PM

Leader: Andy Shahan

Location: Conf Call

Attendees: Jeremy Thompson, Michelle May, Dave Holstein, Tim Hill, Tom Pannett, Eric Kahlig, Erica Schneider, Kevin Davis, Chase Wells, Larry Sack, Susan Daniels, Drew Gilmore

Purpose: Reach consensus for approach to project development within PSIP

Action items	Who by	Due by	Completed
Prepare Environmental Documentation Summary	Susan Daniels	ASAP	Included in this meeting summary
Prepare Design and Construction Plan Development Summary	Andy Shahan	ASAP	Included in this meeting summary
Coordinate recommended approaches with ODOT Central Office and Districts	Jeremy Thompson	ASAP	

WELCOME AND PURPOSE

Andy Shahan initiated the meeting identifying that the reason for this teleconference is to discuss challenges we're facing in getting the PSIP ready to let construction projects in December 2020/January 2021. The PSIP team met with all six District Safety Coordinators on March 10 to discuss expectations for the next phase of program and specific project development. The Districts offered commentary on different approaches to environmental documentation, design detail, and construction plan development. The primary takeaway from that meeting was that the PSIP team needed to further evaluate streamlining project delivery within the PSIP.

Andy indicated that two desired outcomes for this meeting are reaching consensus that a consistent approach to this program across all Districts is preferred and that streamlining the project development process within the PSIP helps us deploy countermeasures in each of the 8 cities quickly.

Michelle May stated that the intent of the program is to quickly implement countermeasures to address increasing pedestrian serious injury/fatality crashes statewide. She indicated that successful implementation of this pilot phase would support identifying another \$10M for the program's second phase and that the funding for the program is 100% federal.

CHALLENGE FOR PSIP

The pilot phase of the PSIP is targeted toward pedestrian safety in the 8 largest cities in Ohio including Columbus, Cleveland, Cincinnati, Dayton, Akron, Toledo, Youngstown, and Canton. Consensus was reached among the Districts that there will be one project construction PID per District. Each District only has one city except for District 4 which has three cities. District 4 may elect to design all three as separate Parts (by city) but sell them as one project. Design for the PSIP will be assigned to task order

consultants (LJB team). Conversations between the PSIP team and individual Districts revealed a reluctance to streamline project development.

Environmental Documentation: Tim Hill questioned if the program team knew the countermeasures and locations. The PSIP team pointed the teleconference participants to the agenda packet with spreadsheets showing countermeasures and locations anticipated for funding.

Susan Daniels proposed a programmatic approach to preparing a C2 for each city/District with a program table outlining locations with additional screenings. This would streamline the document preparation, fieldwork, and desktop reviews required for specific resource screenings at targeted locations.

OES suggested that most (all) of these countermeasures are benign with respect to impacts to environmental resources, with the likely only apparent complication being work within historic districts. Tim considered developing batched C1 documents separately from C2 documents for those locations that have cultural resource coordination required. Adding signal heads in historic districts has been an issue on past projects, whereas replacing existing heads is easier from a documentation standpoint. Coordination will be through both Central Office and District, with higher level documentation being reviewed/accepted by Central Office.

Kevin Davis indicated that Floodplain FIRM maps may need to be reviewed involving a hydraulic engineer to determine impacts. The PSIP may exempt countermeasures by type. The largest change in elevation for proposed countermeasures would be a 6" curb at a curb ramp or pedestrian refuge island.

OES asked the LJB team to document a recommended approach to environmental documentation to be shared with OES and DEC's for consideration. *This recommendation is shown below (developed post-meeting):*

PSIP Environmental Documentation Summary

The HSIP is funding pedestrian safety improvements at 428 discrete locations spread across 8 cities: Akron, Canton, Youngstown, Toledo, Columbus, Cincinnati, Dayton and Cleveland. The program is proposing to let the construction contracts as one per ODOT District (6 contracts).

The range of improvements include: pavement markings, signage, overhead signs, ground mounted RRFBs, overhead RRFBs, raised pavement markers, ADA ramps, raised crosswalks, curb extensions, refuge islands, pedestrian signals and street lighting. About 25% of the locations fall within an historic district. A total of 172 locations have some level of earth disturbance. No new permanent right-of-way will be needed at any location. Temporary right-of-way may be needed at a few locations.

We propose the following NEPA approach. ODOT programs one PID per District and sets up as C2 in EnviroNet (6 total). All locations within the district will be covered as a batch within that C2, based upon the following strategy:

- 1. Lawhon develops **GIS mapping of the locations** based upon listings provided by LJB. Lawhon develops **detailed project description** based upon the countermeasures table.*
- 2. Lawhon works with LJB's detailed table of locations/countermeasures, which includes google maps links, to add columns for **NEPA screening criteria** for additional*

environmental reviews. These screening criteria will be used to highlight areas of additional environmental reviews.

- a. Historic District – All of the locations will be highlighted in the table. They will be mapped on SHPO map, topo map, and aerial map based upon the GIS layer created in item #1, so the reviewer easily see which type of improvement is proposed and where. This mapping will be provided with Section 106 SRF form and detailed project description/table. No field visit or photolog is anticipated. All locations are visible in Google street view. Links to Google maps are included in the table of locations.*
 - b. Temporary right-of-way and/or ground disturbance – Table will note areas with temporary r/w and areas with ground disturbance.*
 - i. These areas will be screened in Google Earth to confirm no potential for ecological resources. Any areas of uncertainty will be visited in the field. (None expected at this time.) Eco Exempt Form is anticipated.*
 - ii. These locations will be checked to confirm no temporary r/w from 4(f) resources. If any are noted, Section 4(f)/6(f) will be covered for those locations. (Not aware of any at this time.)*
 - iii. Areas of ground disturbance will also be noted in the table for the Section 106 SRF.*
 - iv. Areas with ground disturbance will be checked for drinking water resources.*
 - v. Deep excavation – Areas will be noted that involve excavation >6ft. Those deep excavations that are only for pole installation will be noted separately from other types of impacts, such as storm sewer work. Only these areas will be included in RMR Screening.*
 - c. Floodplains – GIS layer of locations will be overlain on FEMA FIRM map. Table will note which locations have work with changes in elevation (raised crosswalks, curb extensions, medians). Will provide this summary to ODOT to address floodplain permit/notification where applicable.*
- 3. Lawhon will prepare draft public notifications (including project location list/map) for ODOT to issue press releases, social media postings, and website posts. EMS, schools, police will be notified by the Districts for each jurisdiction. Supplemental public notification letters will be prepared for those property owners/tenants at locations with temporary right-of-way.*
 - 4. For each of the 6 PIDs, Lawhon will provide the Section 106 SRF, Eco Exempt Form, RMR Screening, and basic CE map attachments based upon the results of the strategy above. Lawhon will document the public involvement results and prepare the UP form. Once the DEC/OES provides the Section 106 clearance and accepts the Eco Exempt and RMR Screening, Lawhon will finalize and submit the C2.*

Design & Plan Format: Larry Sack described an approach to final design and plan preparation that included 3 levels of plan and design detail. These examples were shown graphically with those on the call. Simplified plans have been used by ODOT for other types of work and generally consist of general notes, standard details, quantities, and location tables. This represents about 60% of the PSIP locations. LJB presented a diagrammatic or aerial based plan style for about 20% of the locations with lower risk that the work type would encounter unforeseen conditions. This format would not include any field survey or

collecting utility markings. Utility coordination would be limited to collecting GIS from each city as available. Lastly, LJB indicated that another 20% of the locations would require detailed plans utilizing field survey and leveraging utility coordination for accurate locating of those facilities.

Dave Holstein and Michelle May asked the LJB team to document a recommended approach to design and construction plan development to be shared with meeting attendees and each District for consideration. *This recommendation is shown below (developed post-meeting):*

Design and Construction Plan Development Summary

The HSIP is funding pedestrian safety improvements at 428 discrete locations spread across 8 cities: Akron, Canton, Youngstown, Toledo, Columbus, Cincinnati, Dayton and Cleveland. The program is proposing to let the construction contracts as one per ODOT District (6 contracts).

LJB recommends three different design approaches and construction plan format within the program: Simplified Plans, Diagrammatic Plans, and Detailed Plans.

Simplified Plans – *These plans would follow guidance found in Location & Design Volume 3 sections 1301.2 and 1315. Simplified Plans are recommended for 256 locations within the PSIP. These locations include countermeasures:*

- 1. high-visibility pavement markings at crosswalks, including mill and fill of pavement surface course*
- 2. advance placement of yield markings and yield signs at crosswalks*
- 3. standard signage for pedestrians at crosswalks*
- 4. in-pavement raised markers at crosswalks*
- 5. installing ADA curb ramps with detectable warnings where a ramp currently exists*
- 6. installing ADA detectable warnings on existing ramps*
- 7. accessible pedestrian signals (direct replacement)*
- 8. pedestrian countdown signals (direct replacement)*
- 9. street lighting on existing city-owned signal poles*
- 10. street lighting on existing city-owned utility poles*

Diagrammatic Plans – *These plans would follow guidance found in Location & Design Volume 3 sections 1301.2 and 1315 modified to include additional plan view diagrams on statewide imagery to pictorially identify intent and location of proposed countermeasures. Diagrammatic Plans are recommended for 85 locations within the PSIP. These locations include countermeasures:*

- 1. overhead signs at crosswalks*
- 2. RRFB ground mounted on pedestals at crosswalks*
- 3. RRFB ground mounted on pedestals plus overhead on sign support or span wire at crosswalks*
- 4. ADA curb ramps with detectable warnings at a new location*
- 5. PHB at a crosswalk*

Detailed Plans – These plans would follow guidance found in *Location & Design Volume 3 section 1300*. Detailed Plans are recommended for 87 locations within the PSIP. These locations include countermeasures:

1. *Raised crosswalks/ramped speed tables*
2. *Curb extensions with catch basin construction*
3. *Curb extensions without catch basin construction*
4. *Refuge islands (straight or staggered)*
5. *Reduced curb radii*
6. *Pedestrian countdown signal in a new location without an existing support*

Utilities Risk: The group agreed that the lack of utility information on any construction plan will be the biggest risk during construction, mostly for deep pole foundations. Concrete flatwork at curb ramps or pedestrian refuge islands would not carry as much risk during construction if designed and detailed only using the diagrammatic plans. LJB's intent was to shift risk from design to construction for those locations identified for diagrammatic plans.

LJB indicated that even with OUPS markings and utility coordination during design, we often use the "potholing" type general note supplied in the agenda packet anyway. Many times the OUPS marks or the utility marking of plans are incorrect or only accurate to within 18".

LJB recommends including the potholing general note in the plans. Utilizing ODOT CMS 632.14, the LJB team could be available during construction to assist in adjusting locations of countermeasures. An alternative could be to non-perform specific countermeasures if field conditions don't provide a suitable solution within existing right of way.

Dave Holstein and Michelle May asked the LJB team to document a recommended approach to utility risk to be shared with meeting attendees and each District for consideration. *This recommendation is shown below (developed post-meeting):*

Utility Risk and Approach to Subsurface Utility Locating (SUL) Summary

LJB discussed options for SUL with Wendi Snyder (ODOT Utility & Wireless Program Manager) and Jeremy Thompson on March 20, 2020 after Drew Gilmore offered use of the statewide SUL task order contracts for this program.

Wendi has 3 statewide SUL task order contracts – she will be confirming the capacity remaining in each of them. Wendi indicated that these statewide contracts can be used, but the funding behind any assignments issued to those SUL consultants would need to come from HSIP or other project funding. LJB estimates approximately 200 locations that are candidate for SUL and could be incorporated into either a detailed or diagrammatic construction plan format. Wendi's estimate of \$3,000 per hole (Level A locate) will need to be validated by the statewide SUL task order consultant. There may need to be multiple Level A locations for any given countermeasure location in order to confirm underground utility locations. Getting Level A SUL for each of the 200 locations is a substantial investment to eliminate all utility risk.

Given this information, LJB recommends a phased approach for detailed design specific to utility risk:

- 1. In the first phase, LJB will provide utility coordination for locations planned for either detailed design plans or diagrammatic plans. This will include contacting OUPS, getting utilities field marked, coordinating with individual utilities, and locating markings into either a detailed field survey basemap or on the aerial imagery recommended with a diagrammatic construction plan approach.*
- 2. In the second phase, and during final design (likely May/June timeframe), our design team will develop preliminary designs, supported by field visits, with sufficient detail to inform a scope of services for the statewide SUL task order consultant to perform Level A subsurface utility locates in June/July. This will limit the number of locations where SUL is requested (less than 200) to those locations with more risk of underground conflicts during construction as observed through those preliminary design field visits.*

Dave Holstein suggested an innovative contracting approach to include interim completion dates for those more straightforward countermeasures so that delays with other countermeasures don't delay construction.

LJB confirmed the intention of the PSIP was to repurpose the signal mast arm sheet for use with TC-16.21 type supports. RRFBs would be solar powered.

Eric Kahlig suggested that the construction contract should include a requirement for the contractor to provide "As Built" information.

NEXT STEPS AND TIMELINE

These projects are intended to be let in December 2020 or January 2021.

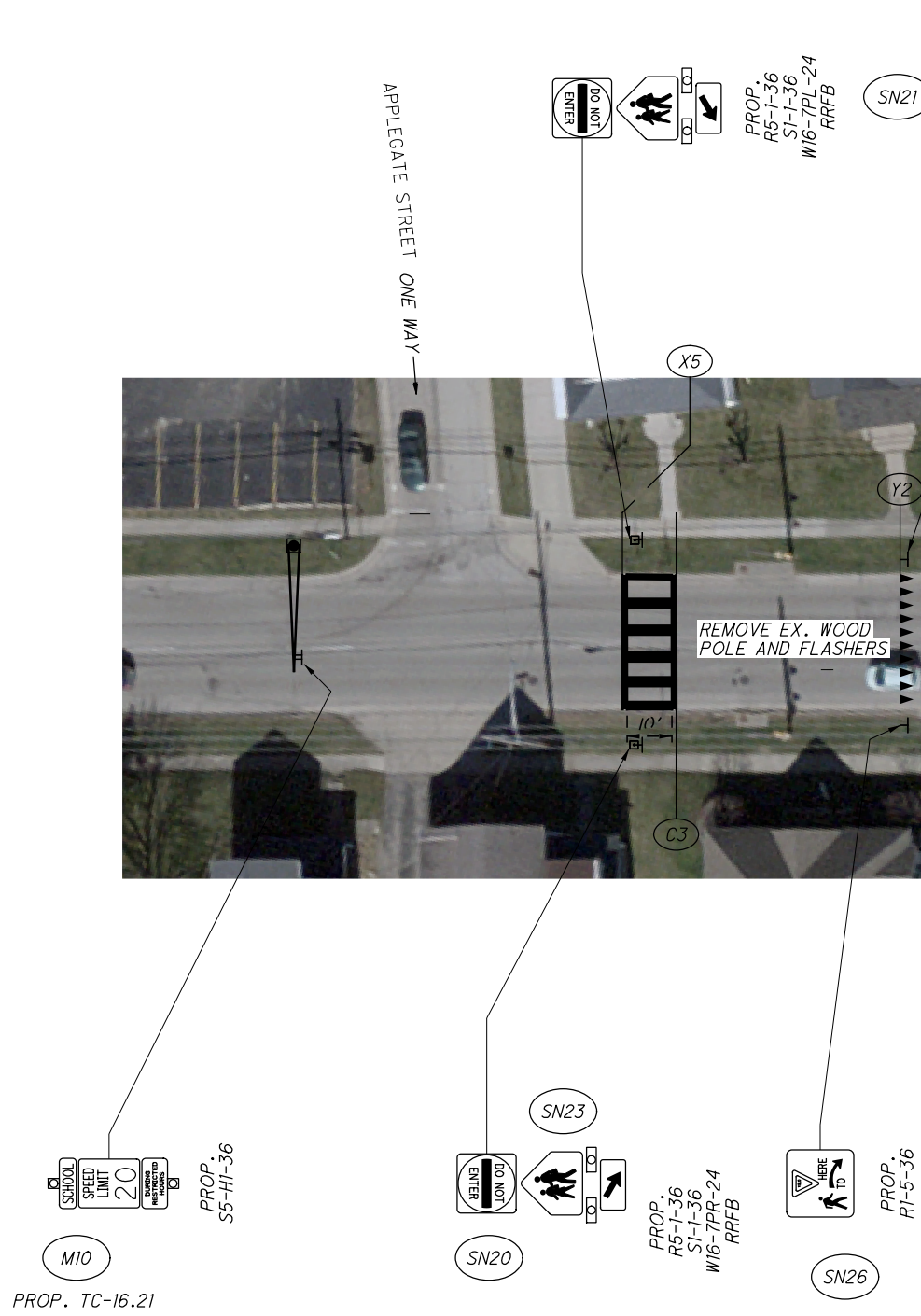
The consultant team is committed to providing fee proposals by the end of March, but this will be contingent upon ODOT Central Office and the Districts acceptance of the recommendation provided by the consultant team in the meeting.

Jeremy Thompson and Andy Shahan discussed setting aside contract authority for on-going services during construction and estimated \$25,000 for this work.

The above represents LJB's interpretations of the discussion held at the referenced meeting. These notes will be considered agreed to by all parties unless any errors, omissions or discrepancies are reported to the author.

DIAGRAMMATIC EXAMPLE

o:\City of Wilmington\0116432A.00 - CLI-US 22-1000 Rombach Resurf\103518\103518_CLI-US22-10.00\Design\Traffic\Sheet\103518_TP003 - Copy.dgn 3/11/2020 11:32:19 AM lsack



SUPPORT NO.	SHEET NO.	STATION	POLE OFFSET	ALIGNMENT	OVERHEAD SIGN SUPPORT TYPE TC-16.21															ELEVATION		MAST ARM ORIENTATION ANGLE (DEG.)	ORIENTATION ANGLES FROM MAST ARM	
					TYPE	DESIGN NO.	POLE HEIGHT		SIGN 1 AREA		SIGN 2 AREA		SIGN 3 AREA		SIGN 4 AREA		SIGN 5 AREA		MIN. CLEARANCE	A CRITICAL PAV'T	B TOP OF FNDN		HAND HOLE	2" CONDUIT ELL (CAPPED)
							FT	FT	FT	SF	FT	SF	FT	SF	FT	SF	FT	SF						
M1	#TE005	197+30	18' LT	EASTSIDE	TC-16.21	10	18.5	38.5	36.5	6.0	34.5	6.0	14.5	6.0	12.5	6.0	10.5	6.0	17	1056.39	1056.74	0	180	270
M2	#TE001	45+85	45' RT	US 22	TC-16.21	10	18.5	39	37	7.5	-	-	-	-	-	-	-	17	1052.94	1053.23	0	180	90	
M3	#TE001	61+05	32.4' LT	US 22	TC-16.21	10	18.5	38.5	36.5	7.5	-	-	-	-	-	-	-	17	1055.66	1056.10	0	180	90	
M4	#TE002	67+65	46' RT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	17	1061.26	1061.88	0	180	90	
M5	#TE002	75+75	51' LT	US 22	TC-16.21	12	18.5	45	43	7.5	-	-	-	-	-	-	-	17	1066.33	1066.34	0	180	90	
M6	#TE003	92+58	48' RT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	17	1076.17	1076.62	0	180	90	
M7	#TE003	98+34	46.5' LT	US 22	TC-16.21	13	18.5	52	50	7.5	-	-	-	-	-	-	-	17	1073.16	1073.30	0	180	90	
M8	#TE004	111+40	60' RT	US 22	TC-16.21	13	18.5	54	43.5	6.0	41.5	6.0	39.5	6.0	30	7.5	47	7.5	17	1061.96	1072.18	0	180	90
M9																								
M10	#TE005	29+00	22.5' LT	US 22	TC-16.21	7	18.5	28	25	12.5	-	-	-	-	-	-	-	17	1054.36	1055.01	0	180	0	

RRFB TO OPERATE FOR 13.0 SECONDS
 FOR CROSSWALK DETAIL SEE SHEET \$TD001
 FOR ELEVATION VIEW SEE SHEET \$TE005
 FOR SIGNING AND MARKING LEGEND SEE SHEET \$TP001



TRAFFIC CONTROL PLAN
 STA. 28+00 TO STA. 33+00

CLI-US22-10.00



\$TP003
 \$TOTAL

SYMBOL LEGEND

EXISTING CONDITIONS

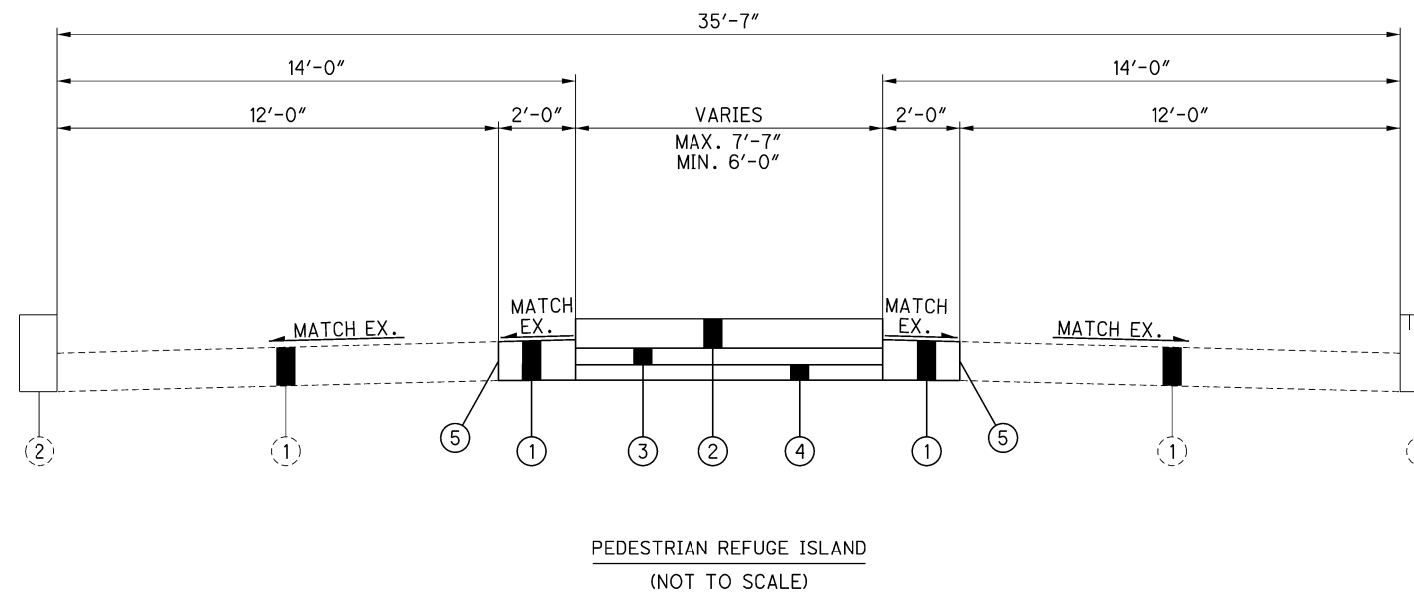
EX. EDGE OF PAVEMENT	-----
EX. RIGHT OF WAY	——— Ex R/W ———
EX. PROPERTY LINE	—————
EX. BUILDING	

PROPOSED CONDITIONS

PR. SAWCUT	—————
PR. CONSTRUCTION LIMITS	——— · ——— · ——— · ———
PR. DETECTABLE WARNING	
PR. DELINEATOR, REBOUNDABLE POST MOUNTED	●
PR. SIGN POST	H
PR. MEDIAN	

ABBREVIATIONS

EX	EXISTING
PROP	PROPOSED
DND	DO NOT DISTURB
EP	EDGE OF PAVEMENT
CONST	CONSTRUCTION



ITEM LEGEND

- ① ITEM 259 - 16" PERMANENT PAVEMENT, TYPE 1
 - ② ITEM 609 - CONCRETE MEDIAN (SCD2231, 6/1/13)
 - ③ ITEM 305 - 7" CONCRETE BASE
 - ④ ITEM 304 - 6" AGGREGATE BASE
 - ⑤ ITEM 252 - FULL DEPTH PAVEMENT SAWING
-
- ① EXISTING PAVEMENT BUILD UP
 - ② EXISTING CURB AND SIDEWALK

NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 2-WAY 1-LANE TRAFFIC 9AM-4PM WEEKDAYS OR 7AM-7PM WEEKENDS. DURING ALL OTHER TIMES CONTRACTOR SHALL MAINTAIN 2-WAY 2-LANES ON CENTRAL AVE AND STATE ST. LANE CLOSURES SHALL BE ACCORDING TO STANDARD CONSTRUCTION DRAWING 1550.

P:\PR57246\FRA\000000\Design\Roadway\Sheets\GP001.dgn Design 5/29/2019 3:54:28 PM totman

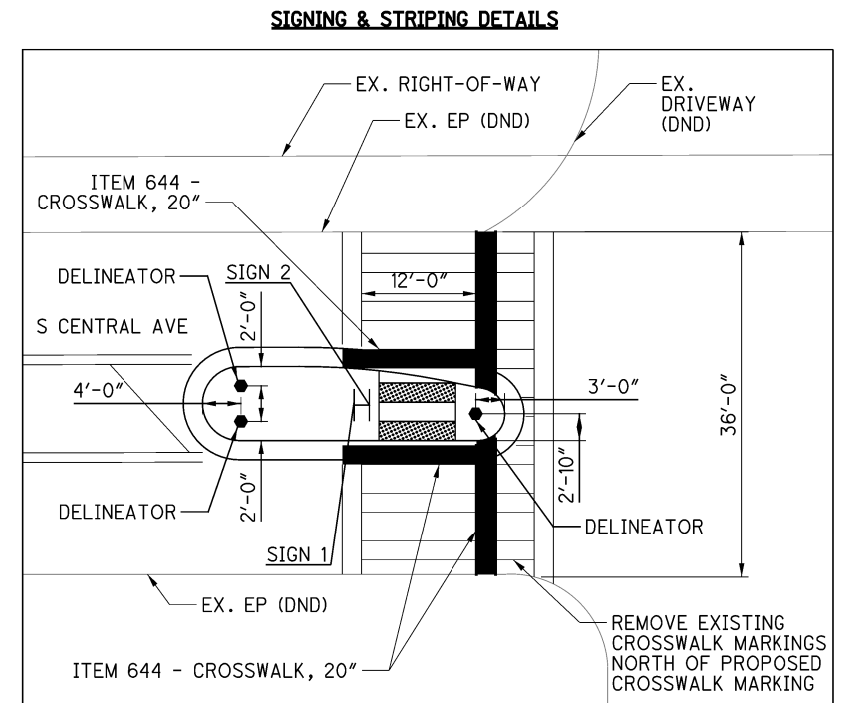
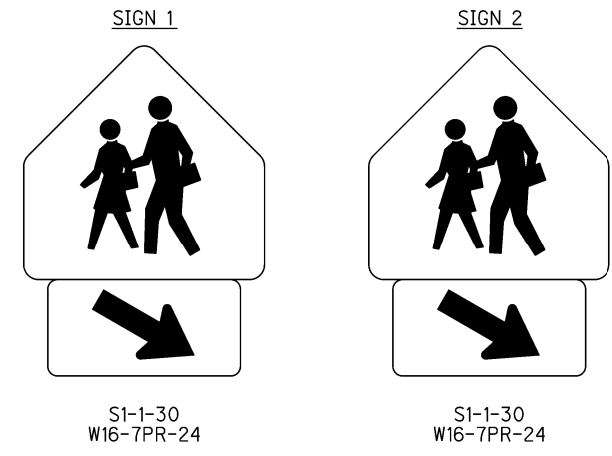
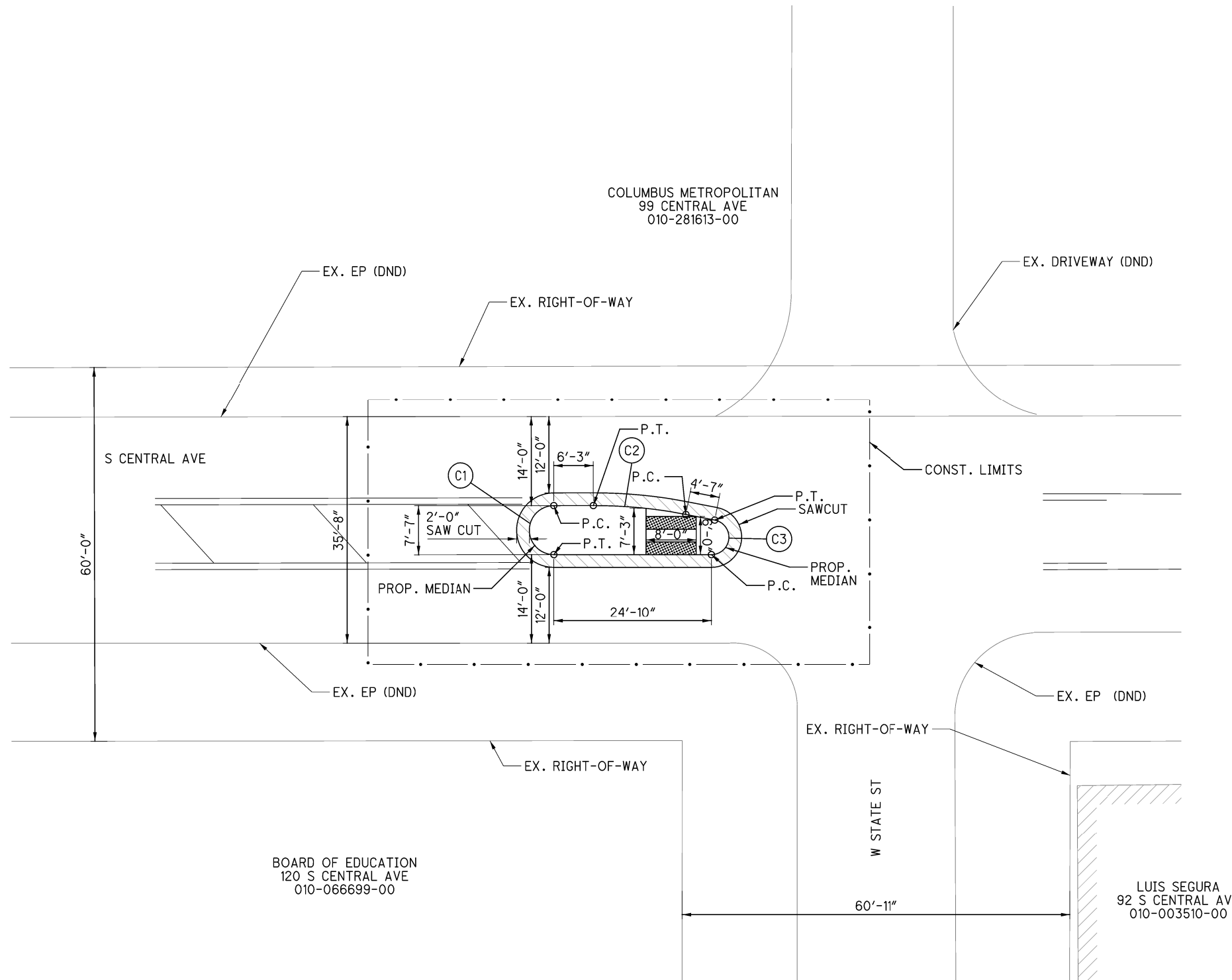
MEDIAN ISLAND TYPICAL SECTION

**CENTRAL AVE
MEDIAN**

CURVE LAYOUT DATA

CURVE NO.	RADIUS	CENTER POINT		BEGIN CURVE (PC)		END CURVE (PT)	
		NORTHING*	EASTING*	NORTHING*	EASTING*	NORTHING*	EASTING*
C1	4.28'	712722.91	1817756.52	712726.16	1817752.145	712727.28	1817759.77
C2	45.00'	712739.64	1817750.51	712747.01	1817750.50	712732.31	1817751.23
C3	3.00'	712754.23	1817753.22	712751.88	1817756.17	712751.61	1817750.71

* NORTHING AND EASTING DATA IS BASED ON FRANKLIN COUNTY GIS MAPPING. FRANKLIN COUNTY GIS MAPPING IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83(2011), GRID.



QUANTITIES

202	259	252	304	305	620	630	630	608	609	647	644
PAVEMENT REMOVED	PERMANENT PAVEMENT, TYPE 1	FULL DEPTH PAVEMENT SAWING	AGGREGATE BASE	CONCRETE BASE	DELINATOR, REBOUNDABLE POST MOUNTED	GROUND MOUNTED SUPPORT, NO 3 POST	SIGN FLAT SHEET	DETECTIBLE WARNING MAT, TYPE E	CONCRETE MEDIAN	CROSSWALK LINE, 20"	PAVEMENT MARKING REMOVED
SY	CY	FT	CY	CY	EA	FT	SF	SF	SY	FT	FT
41	7.6	84	4.0	4.6	3	13	18.5	32	24	59	64

LEGEND
 ITEM 259 - PERMANENT PAVEMENT, TYPE 1

N

0 5 10 20
HORIZONTAL SCALE IN FEET

CALCULATED BPT CHECKED ALR

P:\PR57246\FRA\000000\Design\Roadway\Sheets\GP002.dgn Design 5/29/2019 3:58:28 PM Totman



CITY OF LORAIN

City Council Regular Meeting

7. g.

Meeting Date: 03/16/2026

Submitted by: Veronica Newsome

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO MODIFY A CONTRACT WITH QUALITY CONTROL SERVICES (QCS) FOR PROFESSIONAL SERVICES ASSOCIATED WITH PID 120792 LOR-58-25.41 TOWER/SR58 TRAFFIC SIGNAL IMPROVEMENT PROJECT.

PURPOSE AND BACKGROUND:

The City of Lorain has advertised a request for qualification as required by the Ohio Revised Code section 153.67. The firms have been properly rated and ranked. The City of Lorain has secured federal funding through the Ohio Department of Transportation (ODOT) to cover 90% of eligible construction costs, up to a maximum of \$57,632.00. The project has encountered additional scope and will require additional hours of inspection accounting for an increase in cost of \$43,126, which exceeds the current contract, ODOT has agreed to pay 90% of this increase meaning only 10% (\$4,312.60) of the additional construction administration costs must now be funded by the City of Lorain, total cost not to exceed \$100,758. The professional agreement which is the subject of this ordinance will be prepared by the Ohio Department of Transportation (ODOT) upon its receipt of an ordinance approved by Lorain City Council authorizing the Director of Public Safety/Service to enter into the agreement.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Admin Only

____ Auth S/S Director to modify a contract w/ Quality Control Services for professional services associated w/ Tower/SR58 Traffic Signal Improvement Project.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 4312.60
List of Funding Source and/or Account Number: 4010.C401.6300.2305
Estimate of Incoming Revenue (fees, grants, etc.): 33813.40
Financing Requirements (Bonds, Loans, Lease, etc.):

ODOT has agreed to pay 90% of this increase meaning only 10% (\$4,312.60) of the additional construction administration costs must now be funded by the City of Lorain.

Attachments

AMEND CM ORD 120792
120792 FEE ADDITION

Form Review

Inbox

Carrion
Mayor Bradley
Harper
P. Riley
Form Started By: Veronica Newsome
Final Approval Date: 03/13/2026

Reviewed By

Rey Carrion
Jack Bradley
Anita Harper
Breanna Dull

Date

03/13/2026 01:16 PM
03/13/2026 01:55 PM
03/13/2026 02:32 PM
03/13/2026 03:22 PM
Started On: 03/11/2026 01:54 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO MODIFY A CONTRACT WITH QUALITY CONTROL SERVICES (QCS) FOR PROFESSIONAL SERVICES ASSOCIATED WITH PID 120792 LOR-58-25.41 TOWER/SR58 TRAFFIC SIGNAL IMPROVEMENT PROJECT.

WHEREAS, the City of Lorain has advertised a request for qualification as required by the Ohio Revised Code section 153.67; and

WHEREAS, the firms have been properly rated and ranked; and

WHEREAS, the City of Lorain has secured federal funding through the Ohio Department of Transportation (ODOT) to cover 90% of eligible construction costs, up to a maximum of \$57,632.00; and

WHEREAS, the project has encountered additional scope and will require additional hours of inspection accounting for an increase in cost of \$43,126, which exceeds the current contract, ODOT has agreed to pay 90% of this increase meaning only 10% (\$4,312.60) of the additional construction administration costs must now be funded by the City of Lorain, cost not to exceed \$100,758; and

WHEREAS, the professional agreement which is the subject of this ordinance will be prepared by the Ohio Department of Transportation (ODOT) upon its receipt of an ordinance approved by Lorain City Council authorizing the Director of Public Safety/Service to enter into the agreement.

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

SECTION 1: That, the Safety/Service Director, is hereby authorized to enter into a contract for professional services with the highest rated and ranked firm, in the amount not to exceed \$100,758 for the purpose of construction management, and any and all services related to the construction of the PID 120792 LOR-58-25.41 Tower/SR58 Traffic Signal Improvement Project which agreement shall be in form subject to the approval by the Lorain Law Director.

SECTION 2: This construction management agreement is funded by the City of Lorain in the amount of \$10,075.80.

SECTION 3: That, funding for the project has already been acquired and hereby appropriated in the following account 4010.C401.6300.2305. The project is not to exceed \$100,758.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____, CLERK

APPROVED: _____, 2026

PRESIDENT OF COUNCIL

MAYOR



February 4, 2025

Veronica A. Newsome, PE
Engineering Department
200 W. Erie Avenue – 4th Floor
Lorain, OH 44052

RE: LOR-58-25.41, PID No. 120792 (Tower Blvd. Traffic Signal Improvement)
CEI Services Extension

Letter No. 003

Dear Mrs. Newsome,

Quality Control Services LLC (QCS) originally based our Construction Engineering and Inspection Estimate off the Contractor's baseline schedule which showed 8 weeks of construction work. To date, there are over 10 weeks of active construction work and there are another 6-7 weeks of construction work expected. Therefore, we are requesting an additional \$43,126.00 to our original estimate of \$57,632.00, bringing the NTE CEI Estimate to \$100,758.00 for our services.

Reasons for the additional construction work time includes:

- Slow execution of the bid work by the Contractor or inaccurate baseline schedule
- Additional sidewalk and drainage work from Change Order #2 (up to 2 weeks)

Additional time remaining per Contractor:

- 1 week for installing poles
- 1 week for wire installation
- 2-3 weeks for signal equipment installation
- 1 week for signal removal
- 1 week for pavement markings and landscaping

Please feel free to contact me if you have any questions.

**Construction Engineering and Inspection Revised Estimate
Tower Blvd. at Rt. 58 Signal Improvement**

Work Item	Unit	Rate	Cost
Original Estimate	N/A	N/A	\$ 57,632.00
Project Manager (6 weeks @ 4hrs/wk)	24	\$192.00	\$ 4,608.00
Project Engineer (6 weeks @ 4hrs/wk)	24	\$192.00	\$ 4,608.00
Inspector (6 weeks @ 40hrs/wk)	240	\$125.00	\$ 30,000.00
Inspector OT (6 ks@ 2hrs/wk)	12	\$187.00	\$ 2,244.00
Vehicle	34	\$ 49.00	\$ 1,666.00

* Rates effective through 6/1/2026

Total: \$ 100,758.00

Sincerely,



Quality Control Services LLC
Matthew Pawlak, PE, MBA
Vice President



CITY OF LORAIN

City Council Regular Meeting

7. h.

Meeting Date: 03/16/2026

Submitted by: Veronica Newsome

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE HIGHEST RATED AND RANKED PROFESSIONAL ENGINEERING FIRM FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF LOR-MR4321-0.00 TOWER BLVD. REHABILITATION PROJECT.

PURPOSE AND BACKGROUND:

The City of Lorain has advertised request for qualification as required by the Ohio Revised Code section 153.67. The firms have been properly rated and ranked. The City of Lorain is responsible for 100% of the project administration costs. The professional agreement which is the subject of this ordinance will be prepared by the Ohio Department of Transportation (ODOT) upon its receipt of an ordinance approved by Lorain City Council authorizing the Director of Public Safety/Service to enter into the agreement.

RECOMMENDATION TO COUNCIL:

Consideraton and Passage.

Admin Only

___ Ord. auth S/S Director to enter contract w/ the highest rated and ranked professional engineering firm for professional services related to the construction of the Tower Blvd rehab project.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 492,046
List of Funding Source and/or Account Number: 4010.C401.6300.2305
Estimate of Incoming Revenue (fees, grants, etc.): 0
Financing Requirements (Bonds, Loans, Lease, etc.):

The City of Lorain is responsible for 100% of the project administration costs.

Attachments

ORD CM 120287 TOWER BLVD
120287 PROPOSAL TOWER BLVD

Form Review

Inbox

Carrion
Mayor Bradley
Harper
P. Riley

Reviewed By

Rey Carrion
Jack Bradley
Anita Harper
Breanna Dull

Date

03/13/2026 01:16 PM
03/13/2026 01:55 PM
03/13/2026 02:32 PM
03/13/2026 03:22 PM
Started On: 03/11/2026 03:45 PM

Form Started By: Veronica Newsome
Final Approval Date: 03/13/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE HIGHEST RATED AND RANKED PROFESSIONAL ENGINEERING FIRM FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF LOR-MR4321-0.00 TOWER BLVD. REHABILITATION PROJECT.

WHEREAS, the City of Lorain has advertised request for qualification as required by the Ohio Revised Code section 153.67; and

WHEREAS, the firms have been properly rated and ranked; and

WHEREAS, the City of Lorain is responsible for 100% of the project administration costs; and

WHEREAS, the professional agreement which is the subject of this ordinance will be prepared by the Ohio Department of Transportation (ODOT) upon its receipt of an ordinance approved by Lorain City Council authorizing the Director of Public Safety/Service to enter into the agreement.

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

SECTION 1: That, the Safety/Service Director, is hereby authorized to enter into a contract for professional services with the highest rated and ranked firm, in the amount not to exceed \$492,046 for the purpose of construction management, and any and all services related to the construction of the Tower Blvd. Rehabilitation Project, which agreement shall be in form subject to the approval by the Lorain Law Director.

SECTION 2: This project is funded by the City of Lorain in the amount of \$492,046.

SECTION 3: That, the Auditor, shall utilize fund 4010.C401.6300.2305, with a not to exceed amount of \$492,046.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____, CLERK

APPROVED: _____, 2026

PRESIDENT OF COUNCIL

MAYOR



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

February 23, 2026

Ms. Veronica Newsome, PE
Staff Engineer
City of Lorain
200 West Erie Avenue, 4th Floor
Lorain, Ohio 44052

RE: Fee Proposal for Consulting Services
PID 120287
LOR-MR4321-0.00
Construction Inspection, Administration and Material Testing Services

Dear Ms. Newsome:

American Structurepoint, Inc. appreciates the opportunity to be of service to the City of Lorain. Please find enclosed a copy of our fee proposal for construction administration, inspection and materials testing for the above-referenced project. The enclosed fee of \$492,046 is based on estimated costs for American Structurepoint to provide these services.

If you have any questions concerning the fee proposal, or if you need any additional information, please contact our Project Manager, Rob Chappelle, at your earliest convenience. Rob can be reached via phone at (216) 956-4892 or email at rchappelle@structurepoint.com.

Respectfully,
American Structurepoint, Inc.

Robert Chappelle, PE, CPESC
Construction Area Supervisor

Darren J. Schimmoeller
Director of Development

Walid E. Gemayel, PE
Senior Vice President

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PROJECT NARRATIVE
CONSTRUCTION ADMINISTRATION AND INSPECTION
LOR – MR 4321 - 0.00, PID 120287

The scope of services will include all the services shown in the City of Lorain Construction Administration, Inspection, and Materials Management Scope of Services included in Appendix A. American Structurepoint, Inc., will perform the following services necessary to provide the construction administration, inspection, and materials management for this project.

CONSTRUCTION INSPECTION TASKS

The following tasks will be performed for each stage of the construction project. Note: Durations are based on anticipated schedule and deadline information as presented in the RFQ.

1. Preconstruction Activities

Preconstruction activities will include taking preconstruction photos, attending the preconstruction meeting, public involvement (as requested), plan, specification and shop drawing submittal review, and PM software project setup. We anticipate the preconstruction activities will last for a period of 2 weeks. Anticipated labor includes the PM/CE2 at 4 hours/week and the Inspector at 2 hours/week.

2. Construction Activities

Construction activities will include complete construction administration, inspection, and materials management of the project from the first day of work through the final acceptance. We anticipate 58 weeks of actual construction activities with the labor for the PM/CE2 to be 12 hours/week and for the Project Inspector at 48 hours/week.

3. Post-Construction Activities

Post-construction activities will include all required project closeout documentation, as well as preparation of the final construction record to meet all federal requirements. We anticipate the post-construction activities will last for a period of 2 weeks. Anticipated labor during this time includes the PM/CE2 for 4 hours/week and the Project Inspector for 2 hours/week.

PROJECT DELIVERABLES

The project deliverables will include all required engineering, supervision, inspection, materials management, and documentation services in accordance with the Ohio Department of Transportation (ODOT) "Construction and Material Specifications." All construction engineering, inspection, and materials management services will be provided in accordance with the Construction Contract Administration Chapter of ODOT's Local Public Agency (LPA) procedures manual.

PROJECT MANAGEMENT

The American Structurepoint project manager will coordinate the work and provide oversight to keep the construction inspection tasks on schedule and within budget. A budget update will be provided to the City monthly.

**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER: City of Lorain
DESCRIPTION: LOR-MR 4321-0.00
PID NUMBER: 120287
CONTRACTOR: TBD
AWARD DATE: June 1, 2026
NOTICE TO PROCEED (EST): June 1, 2026
SUBSTANTIAL COMPLETION DATE: November 30, 2027

PRECONSTRUCTION ACTIVITIES:	5/26/2026	to	6/1/2026	=	2.00 weeks
CONSTRUCTION ACTIVITIES	6/1/2026	to	11/30/2027	=	58.00 weeks (Assume 20 week winter shutdown)
POST-CONSTRUCTION ACTIVITIES:	11/30/2027	to	12/13/2027	=	<u>2.00 weeks</u>
			Total weeks	=	62.00 weeks

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PM

Preconstruction Activities	2 weeks	@	4 hours/week	=	8 hours
Regular time:	58 weeks	@	12 hours/week	=	696 hours
Post-construction Activities	2 weeks	@	4 hours/week	=	8 hours
PM TOTAL HOURS				=	712 hours

Project Inspector

Preconstruction Activities	2 weeks	@	2 hours/week	=	4 hours
Regular time:	58 weeks	@	40 hours/week	=	2,320 hours
Overtime	2,320	@	20.0%	=	464 hours
Post-construction Activities	2 weeks	@	2 hours/week	=	4 hours
Project Inspector TOTAL HOURS				=	2,792 hours

Preconstruction Activities:

Regular Time:	2 weeks	@	6 hours/week	=	12 hours
Construction Activities:					
Regular Time:	58 weeks	@	52 hours/week	=	3,016 hours
Inspector Overtime		@	20.0%	=	464 hours
Post-Construction Activities:					
Regular Time:	2 weeks	@	6 hours/week	=	12 hours
TOTAL REGULAR HOURS				=	3,040 hours
TOTAL OVERTIME HOURS				=	464 hours

Direct Expenses:

Daily vehicle use:

Daily Vehicle Use PM/CE2:	58 weeks	@	2 days/week	=	116 days
Daily Vehicle Use Project Inspec	58 weeks	@	5 days/week	=	290 days
Total Days				=	406 days

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT: City of Lorain
DESCRIPTION: LOR-MR 4321-0.00
PID NUMBER: 120287

		<u>Rate</u>	<u>Units</u>		<u>Fee</u>
PM/CE2		\$ 208.00	712	\$	148,096.00
Project Inspector	Regular time:	\$ 112.00	2,328	\$	260,736.00
	Overtime:	\$ 130.00	464	\$	60,320.00
Daily Vehicle Use		\$ 49.00	406	\$	19,894.00
SUB-TOTAL INSPECTION FEE					\$ 489,046.00
MATERIALS TESTING AND LAB SERVICES**					\$ 3,000.00
TOTAL FEE					\$ 492,046.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
11/10/24

Agreement No.:
 C-R-S: LOR-MR4321-0.00
 Firm Name: American Structurepoint, Inc.

Company Overhead: 191.30%
 Average Overhead: 158.08%
 Cost of Money: 0.83%
 Net Fee %: 11%
 The company records OT premium as: ODC
 Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
PM/CE2	No	\$65.00	\$124.35	\$0.54	\$18.45	\$208.34	\$208	N/A
Project Inspector	Yes	\$35.00	\$66.96	\$0.29	\$9.94	\$112.18	\$112	\$130
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	
	unknown					\$0.00	N/A	

¹ **Note:** Rounded the nearest dollar.

² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.

rev. 11/10/2024

All items discussed in this **Cognizant Review Approval Certificate** refer, respectively, to the following:

Company Name (Consultant/Auditee):	AMERICAN STRUCTUREPOINT, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date of Cognizant Approval (ODOT Approval Date):	06/12/2025
Based on Independent Audit Report Issued by CPA Firm (Auditor):	CBIZ CPAs P.C.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion: We recommend acceptance of the following rates, which, unless otherwise noted, were computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate:	191.3%
Facilities Capital Cost of Money (FCCM) Rate:	0.83%

Overtime Premium: According to the Company's established allocation methodology, as audited by the CPA:


- INDIRECT.** All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- DIRECT.** Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- OTHER DIRECT COST.** Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- NOT APPLICABLE.** Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs. (Overtime premium is not allowable as either a direct charge to projects or as part of the indirect cost rate computation.)

Note: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). This cognizant approval certificate also establishes indirect cost rates for use by other State transportation agencies, as discussed in the FHWA document *Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers*. <https://www.fhwa.dot.gov/programadmin/172qa.pdf>.



The above rates are based on the most recent cost information the Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system.

The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of ODOT prequalification.

Approved by:



Scot P. Gormley
ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)
ODOT Division of Finance
 1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223
 Phone: 614.644.0384
 Cell/Text: 614.949.8981
[External Audits | Ohio Department of Transportation](#)

**Department of
Transportation**

**CITY OF LORAIN
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	LOR-MR 4321-0.00 Tower Blvd.
PID	120287
Project Description	The removal and replacement of the westbound and eastbound lanes of Tower Blvd. from Oberlin Ave. in the east to its intersection with Leavitt Rd. in the west in Lorain County with a project length of approximately 1 mile. Project includes the installation of pavement, sidewalk, signage, striping, drainage improvements, and other necessary work.
Work Description	Construction contract administration, inspection, and associated field testing
Scope of Services Meeting Date	March 2026

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2025 or latest revision.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector 1		
Project Inspector 2	1	
Structures Inspector		
Coatings Inspector		
Traffic Signals & Lighting Inspector		
Soils & Aggregate Inspector		
Construction Engineer Level 1		
Construction Engineer Level 2	1	
Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk	1	
Other		

The services may include:

- A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
POST AWARD				
Preconstruction Conference	X	X	X	
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X	X	X	
Schedule Tracking and Updates	X	X	X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment		X	X	

Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation		X	X	
Review and Approval of Reimbursement Request	X	X	X	
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X	X	
Concurrence on significant Change Orders for Reimbursement	X		X	
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution			X	
Approval of Funding for Resolution	X		X	
Monitoring and Documentation of Claims Management Process	X		X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	
EEO CONTRACT COMPLIANCE				
EEO Contract Requirements			X	
Bulletin Board Monitoring			X	
Commercially Useful Function Reviews			X	
Monitoring and Documentation of LPA's EEO Compliance Process	X		X	
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	
Resolution of Punch list Items		X	X	
Agreement of Final Quantities, Payment		X	X	
Final Payment to Contractor, Release of Responsibility		X	X	

Preparation of Project Closeout Documents		X	X	
Review and Approval of Finalization Documents	X	X	X	
Completion of LPA Contract Administration Evaluation	X	X	X	

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.		
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.		

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

- A. The City of Lorain shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Lorain prior to being incurred.
- B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Lorain, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Lorain may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Lorain may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.41 of the *Specifications for Consulting Services, 2016 Edition*.

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Lorain. No compensation will be provided for commuting to and from the report-in location. Travel time to retrieve or return samples or equipment is billable. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF LORAIN

- A. The City of Lorain will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Lorain will provide the Consultant with documentation requirements including

inspection report forms needed for computation, reporting, record keeping and field testing.



CITY OF LORAIN

City Council Regular Meeting

7. i.

Meeting Date: 03/16/2026

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF LORAIN, OHIO TO PAY INVOICES SUBMITTED BY THE UTILITIES DEPARTMENT THAT INVOKE THE THEN AND NOW CERTIFICATION EXCEPTION PROCESS AS PER OHIO REVISED CODE SECTION 5705.41 AND TO PAY FOR SAID INVOICES AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Invoice date was before purchase order was obtained.

RECOMMENDATION TO COUNCIL:

Lorain City Council to consider for passage.

Admin Only

___ Ord. auth the Auditor to pay invoices submitted by the Utilities Dept. that invoke the Then and Now Cert. Exception Process as per ORC Sec. 5705.41.

Fiscal Impact

Funds Available In Current Year Budget (Y/N): Y
Estimate of Total Expenditure: 13,824
List of Funding Source and/or Account Number: Various
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Then & Now Ordinance
Then & Now Attachment 1
Then & Now Attachment 2

Form Review

Inbox	Reviewed By	Date
Harper	Anita Harper	03/13/2026 10:30 AM
P. Riley	Michele Beko	03/13/2026 11:32 AM
Form Started By: Dawn Walther		Started On: 03/05/2026 03:08 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF LORAIN, OHIO TO PAY INVOICES SUBMITTED BY THE UTILITIES DEPARTMENT THAT INVOKE THE THEN AND NOW CERTIFICATION EXCEPTION PROCESS AS PER OHIO REVISED CODE SECTION 5705.41 AND TO PAY FOR SAID INVOICES AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code section 5705.41 requires the Auditor of the City of Lorain to certify that funds have been appropriated and are available to pay invoices as a result of a purchase order or contract subject to certain exceptions which are not otherwise applicable herein: and

WHEREAS, the Utilities Department has submitted invoices which total **\$4,392.00 and \$9,432.00** and money was available then and is available **NOW**; and

WHEREAS, the Auditor of the City Of Lorain has certified, using the Then and Now Certification exception pursuant to ORC section 5705.41(D)(1), that the appropriate funds were available **THEN** and the appropriate funds are available **NOW**; and

WHEREAS, the City of Lorain, Ohio deems it necessary to pay these invoices for services rendered or material received;

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

SECTION I. That the Auditor of the City of Lorain is hereby authorized to pay the invoice along with the attached **THEN** and **NOW** certificate, in the amount **\$4,392.00** and **\$9,432.00** and remit said payments to the appropriate vendor.

SECTION II. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION III. That this Ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to pay the invoices submitted for services rendered or material received by the City of Lorain and to protect the credit of the City in order to continue to receive products and services from vendors. Therefore, this Ordinance shall take effect and be in force from and immediately after its passage and approval of the Mayor, providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026 _____
President of Council

ATTESTED: _____, 2026 _____
Clerk of Council

APPROVED: _____, 2026 _____
Mayor

112070 Received

Thank You For Your Business!
123 E. Waterloo Rd.
Akron, OH 44319
Remit to: Pro-Tech Systems Group, Inc.

Terms: Net 30
Amount Now Due: 4,392.00

Plant (Private)

1 sites @ \$72 per site x 12 months

Fulton Tower, NORW, Red Hill Booster & Tower, Reservoir, West
Tank, Plant

Cellular Data - 1/1/2026 to 12/31/2026
7 sites @ \$42 per site x 12 months

Quantity	Description	Unit Price	Extended Price
1.00	Cellular Data - 1/1/2026 to 12/31/2026	4,392.00	4,392.00

LORAIN, OH 44052

1106 FIRST STREET

LORAIN WTP

Bill To:

INVOICE

Job No: 226031

Description: LorainWTP 2026 Cellular Data
PO #: Cell Data

Pro-Tech Systems Group
123 E. Waterloo Rd.
Akron, OH 44319
(330) 773-9828 Fax: 330-773-9928



Invoice No: 15487
Invoice Date: 1/20/2026
Due Date: 2/19/2026

City of Lorain Auditor's Office
 Anita Harper, Auditor
THEN & NOW CERTIFICATE

1. Please complete Sections 1. & 2. Attach it to the payment voucher and send it to the Auditor's Office for processing.

Individual/s Responsible for Purchasing Item/s without a purchase order: Pam Schilens
Explanation of Purchase without a P.O. Received invoice prior to opening purchase order. There are small increases in the annual subscriptions each year.
Purchaser's Signature <i>Pamela A Schilens</i> Date: <i>1/23/26</i>
Department Head Signature <i>[Signature]</i> Date: <i>1/27/26</i>

2. THEN & NOW CERTIFICATION

I hereby certify that sufficient funds, in the sum of \$ 4,392.00, were available at the time the attached invoice, contract or obligation was made (THEN) and that sufficient funds are NOW currently available to pay the attached invoice, contract or obligation.

G/L ACCOUNT #: 6020.P602.6440.6300.1500 Amount Available NOW: \$ 4392.00

Amount Available THEN: \$ <u>4392.00</u>	Amount Available NOW: \$ <u>4392.00</u>
Certified by: <i>[Signature]</i> City Auditor/Deputy Auditor	Date: <u>2-9-26</u>
NOTE: If the purchase is over \$3,000 or if funds were not available THEN, this voucher will need to be approved by Lorain City Council. You will need to notify the vendor explaining to them that this will not be paid in a timely manner due to the purchasing oversight. In case of an EMERGENCY PURCHASE, please remember to call the S/S office for approval, enter the requisition and then call the Auditor's Office for the PO#. This procedure is to be used for true emergency items or procedures, i.e. roof repair, broken window...	

INVOICE APPROVAL VOUCHER

City of Lorrain

Check #		DATE:	1/27/26	DEPARTMENT	UTILITIES	Time/Date Received JAN 28 '26 PM 1:44	
VENDOR #		VENDOR	Pro-Tech Systems Group				
<input type="checkbox"/> Emergency Purchase Approval Date		<input checked="" type="checkbox"/> Then & Now Certificate attached					
Original P.O. Date	Invoice #	Invoice Date	Invoice Description/Account Number	PO #	PO COMPLETE Y/N	Invoice Gross Amount	Sep Chk.
1/27/2026		Acct. #	6130.P613.6310.6300.1500	2026-458	Y		
			Contractual Service				
	15485	1/20/26	Annual Cellular Data for 17 sites			9,432.00	
			Term: 01/01/26 - 12/31/26				
			Beaver Creek, Beaver Park, Brownhelm, Colorado				
			Idaho Booster, Idaho Tank, Jaeger, Kansas, Kay,				
			Martins Run, Pearl, Root RTU, Spitzer, Tacoma,				
			Tunnel Pump Station, Tunnel Screens Building.				
			Plant Modem				
			BoC 1/22/26 Item d				
					TOTAL	9,432.00	

Department Head: *[Signature]* Date: 1/27/26

Auditor Approval: *[Signature]* Date: _____

By: Pschilens

Council approval req.

DO NOT MAIL CHECK. PLEASE RETURN IT TO UTILITIES DEPARTMENT. THANK YOU.



Pro-Tech Systems Group
 123 E. Waterloo Rd.
 Akron, OH 44319
 (330) 773-9828 Fax: 330-773-9928

INVOICE

Bill To: CITY OF LORAIN (BLACK RIVER W
 100 ALABAMA AVE
 LORAIN, OH 44052

Job No: 226029

Description: LorainBlac 2026 Cellular Data
 PO #: Cell Data

Invoice No: 15485
 Invoice Date: 1/20/2026
 Due Date: 2/19/2026

Quantity	Description	Unit Price	Extended Price
1.00	Cellular Data - 1/1/2026 to 12/31/2026 17 sites @ \$42 per site x 12 months	9,432.00	9,432.00
	Beaver Creek, Beaver Park, Brown Helm, Bulk Water, Colorado, Idaho Booster, Idaho Tank, Jaeger, Kansas, Kay, Martins Run, Root Rd RTU, Screens Building, Spitzer, Tacoma, Tunnel Pump Station, Tunnel Screens Building		
	1 site @ \$72 per site x 12 months		
	Plant Modem		

Terms: Net 30
 Amount Now Due: 9,432.00

Remit to: Pro-Tech Systems Group, Inc.
 123 E. Waterloo Rd.
 Akron, OH 44319

Thank You For Your Business!

1/20/26
 Received

City of Lorain Auditor's Office
 Anita Harper, Auditor
THEN & NOW CERTIFICATE

1. Please complete Sections 1. & 2. Attach it to the payment voucher and send it to the Auditor's Office for processing.

Individual/s Responsible for Purchasing Item/s without a purchase order: Pam Schilens
Explanation of Purchase without a P.O. This is an annual charge and pricing increases each year. Company sends invoice without sending quote
Purchaser's Signature <u>Pamela Schilens</u> Date: <u>1/27/26</u>
Department Head Signature <u>hjh</u> Date: <u>1/27/26</u>

2. THEN & NOW CERTIFICATION

I hereby certify that sufficient funds, in the sum of \$ 9,432.00, were available at the time the attached invoice, contract or obligation was made (THEN) and that sufficient funds are NOW currently available to pay the attached invoice, contract or obligation.

G/L ACCOUNT #: 6130. P613. 6310. 6700. 1500

Amount Available THEN: \$ 9,432.00 Amount Available NOW: \$ 9,432.00

Certified by: <u>[Signature]</u> Date: <u>2-9-26</u>
City Auditor/Deputy Auditor
NOTE: If the purchase is over \$3,000 or if funds were not available THEN, this voucher will need to be approved by Lorain City Council. You will need to notify the vendor explaining to them that this will not be paid in a timely manner due to the purchasing oversight.
In case of an EMERGENCY PURCHASE, please remember to call the S/S office for approval, enter the requisition and then call the Auditor's Office for the PO#. This procedure is to be used for true emergency items or procedures, i.e. roof repair, broken window...



CITY OF LORAIN

City Council Regular Meeting

8. a.

Meeting Date: 03/16/2026

Submitted by: Breanna Dull, Clerk of Council

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A Resolution amending Resolution 1-26 and Rule 16- Order of Business and declaring an emergency.

PURPOSE AND BACKGROUND:

Councilwoman Kempton requests consideration of amending Council Rule 16, the order of business to add "Correspondence from the Mayor" and "Miscellaneous Concerns" to the agenda.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider for passage.

Admin Only (descrip. for agenda)

___ Reso. amending Resolution 1-26, Rule 16- Order of Business.

Attachments

Resolution

Form Review

Inbox

P. Riley

Form Started By: Breanna Dull

Final Approval Date: 03/03/2026

Reviewed By

Breanna Dull

Date

02/26/2026 10:30 AM

Started On: 02/26/2026 08:52 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

Resolution No.

**A Resolution amending Resolution 1-26,
Rule 16- Order of Business.**

NOW THEREFORE BE IT RESOLVED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I: Resolution 1-26, Rule 16- Order of Business **currently reads as follows:**

RULE 16 – Order of Business

The business of all regular meetings of the Council shall be transacted in the following order:

- 1.Pledge of Allegiance
- 2.Roll call
- 3.Minutes from Previous Meeting
- 4.Correspondence/Reports from Directors, Boards and Commissions and other Governmental Agencies
- 5.Public Comments (20 minute maximum)
- 6.Committee Reports
- 7.Ordinances & Resolutions (First, Second, Third Readings)
- 8.Committee Calls
- 9.Adjournment

*The President of Council may permit matters to be introduced out of the regular order of business for good cause at any time.

*Presentations and commendations shall be included on the Council agenda upon approval of the Presiding Officer.

Shall be amended to read as follows:

RULE 16 – Order of Business

The business of all regular meetings of the Council shall be transacted in the following order:

- 1.Pledge of Allegiance
- 2.Roll call
- 3.Minutes from Previous Meeting
- 4.Correspondence from the Mayor**
5. Correspondence/Reports from Directors, Boards and Commissions and other Governmental Agencies
- 6.Public Comments (20 minute maximum)
- 7.Committee Reports
- 8.Ordinances & Resolutions (First, Second, Third Readings)
- 9.Committee Calls
- 10.Miscellaneous Concerns**
- 11.Adjournment

*The President of Council may permit matters to be introduced out of the regular order of business for good cause at any time.

*Presentations and commendations shall be included on the Council agenda upon approval of the Presiding Officer.

SECTION II.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action, were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION III.

This resolution shall take effect and be in force at the earliest period allowed by law.

Passed: _____, 2026

President of Council

Attest: _____, Clerk

Mayor

Approved: _____, 2026