

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 14, 2025
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (March 24, 2025)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

- Medina County Board of Developmental Disabilities – Stacy Maleckar, Superintendent

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 61-25, Res. 62-25, Ord. 63-25, Ord. 64-25, Ord. 65-25, Ord. 66-25, Res. 67-25, Ord. 68-25, Ord. 69-25, Ord. 70-25, Res. 71-25, Res. 72-25

Ord. 61-25

An Ordinance amending Section VI (C)(5) of the Civil Service Rules and Regulations of the City of Medina relative to Parts of Examination for lateral transfer appointments for the Police Department.

Res. 62-25

A Resolution authorizing the Medina Police Department to apply for the 2025 State Violent Crime Reduction Funding Grant and to accept the grant if it is awarded.

Ord. 63-25

An Ordinance authorizing the Mayor to execute a License Agreement between the City of Medina Community Recreation Center and Cleveland Clinic Children's Hospital for Rehabilitation, for use of a portion of the leisure pool for children's rehabilitation.

(emergency clause requested)

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Ord. 64-25

An Ordinance authorizing the purchase of a replacement vault restroom for Roscoe Ewing Park.

Ord. 65-25

An Ordinance authorizing the Mayor to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the US-42 Resurfacing Project, #1151.
(emergency clause requested)

Ord. 66-25

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the US-42 Resurfacing and Pedestrian Bumpout Project.
(emergency clause requested)

Res. 67-25

A Resolution congratulating Anna Holthouse on receiving the Girl Scout Gold Award, the highest award in Girl Scouting.

Ord. 68-25

An Ordinance authorizing the Mayor to enter into the Second Amendment to Management Agreement for the Medina Municipal Airport, pertaining to the Management Agreement with Cold Stream Air Services.
(emergency clause requested)

Ord. 69-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2025. (Amendments to 2025 Budget)

Ord. 70-25

An Ordinance amending Section 31.04 (B) of the Salaries and Benefits Code of the City of Medina, Ohio relative to training periods.
(emergency clause requested)

Res. 71-25

A Resolution authorizing a FY26 Community Project Grant Application for the Medina Municipal Airport.

Res. 72-25

A Resolution authorizing a FY26 Community Project Grant Application for the State Road, Phase 2 Reconstruction Project.

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, March 24, 2025

Call to Order:

Medina City Council met in regular session on Monday, March 24, 2025 at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John M. Coyne III. The 5th graders from Northrup Elementary led in the Pledge of Allegiance.

Roll Call:

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

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

Reading of Minutes:

Mr. Shields moved that the minutes from the regular meeting on March 10th, 2025 as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and approved with the yea votes of J. Shields, C. Simmons, D. Simpson, J. Coyne, R. Haire and P. Rose.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council this evening and will meet again in three weeks.

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson there will be an update on April 14th from Police, Fire and Sanitation departments.

Special Legislation Committee: Mr. Rose had no report but announced the Ad Hoc meeting that was held on the 19th stating they have a recommendation for the next Finance Meeting on Elected Official salaries.

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

Water & Utilities Committee: Mr. Simmons had no report.

Emerging Technologies Committee: Ms. DiSalvo was absent.

Requests for Council Action:

Finance Committee

25-066-3/24 – Revise Civil Service Rule VI (C) (5)

25-067-3/24 – Water Rates

25-068-3/24 – Expenditure – Kleinfelder – PY25 CDBG

25-069-3/24 – Interurban Building Relocation & Use

25-070-3/24 – Grant Application – Violent Crime Reduction Funding – Police

25-071-3/24 – Cleveland Clinic Children’s Hospital Aquatic Therapy Lease – MCRC

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25-072-3/24 – Purchase Vault Restroom – Roscoe Ewing Park
25-073-3/24 – Engineering Agreement w/ Wheeling & Lake Erie – US-42 Resurfacing
25-074-3/24 – LPA Project Agreement w/ ODOT – US 42 Resurfacing & Bump outs
25-075-3/24 – Increase PO #25-1004 – Wright Traffic Control - Engineering

Reports of Municipal Officers:

Dennis Hanwell, Mayor – Mayor Hanwell, reported the following:

- A. 2024 Annual report is available on city website and/or by stopping in at Council office or Mayor’s office during city hall hours. The reports contain a great deal of data and documents positive financial health and growth of the city. Thanks to Sarah Tome for her efforts in taking all the information from department heads and creating a consistent and professional report. Thank you to council, department heads and individual staff members for making Medina so special.
- B. Chimney Rock Video-Armstrong Channel, YouTube and Facebook.
- C. Square Events
 - a. April 13- Cars & Coffee 8am-Noon – MSM
 - b. April 13- Community Pinwheel Walk to prevent child abuse 1 p.m.-3 p.m.

Keith Dirham, Finance Director, A reminder to all residents that the City of Medina does have a city income tax. We handle the income tax through RITA so we do not collect it here ourselves. www.rita-ohio.com .

Greg Huber, Law Department, had no report.

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

Chief Kinney, Police Department, Chief had no report.

Nino Piccoli, Service Director, had no report.

Patrick Patton, City Engineer, Patrick stated crews will be back on East Reagan Parkway tomorrow and anticipate to have 12 to 15 workdays. Airport pavement repair project starts tomorrow.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director Jansen updated with Ken Cleveland Park playground project being completed. Medina received Tree City USA designation for 43rd year. 5 AED’s have been deployed at our parks where sports associations utilize our amenities.

Dan Gladish, Building Official, congratulated Tom Cromer who tested and earned Chief Building Official certification. Tom has been with the city for 12 years. With Tom’s Chief Building Official certification, the City of Medina Building Department is 100% self sufficient which is

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very rare as typically only big cities such as Cleveland, Columbus and Cincinnati are self-sufficient.

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

Notices, communications and petitions

Liquor Permit:

Mr. Shields moved not to object to the renewal of a D1, D2 and D6 permit to Styx Acquisition LLC, 275 Forest Meadows Dr., Medina., seconded by Mr. Simpson. Motion passed with the yeas and nays of C. Simmons, D. Simpson, J. Coyne, R. Haire, P. Rose and J. Shields.

Unfinished Business

There is none.

Introduction of visitors

3rd. Graders from Northrup Elementary – Career Capstone Project
Colleen Wehrley, Teacher

Introduction and consideration of ordinances and resolutions.

Mr. Shields moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson: Res. 57-25, Ord. 58-25, Ord. 59-25, Res. 60-25. The roll was called and motion passed with the yeas and nays of D. Simpson, J. Coyne, R. Haire, P. Rose, J. Shields and C. Simmons.

Res. 57-25

A Resolution authorizing the Mayor to submit a grant application to the Ohio Emergency Management Agency for the 2024 Hazard Mitigation Assistance Grant for the Community Development Department. Mr. Shields moved for the adoption of Ordinance/Resolution No. 057-25, seconded by Mr. Simpson. Mr. Dutton stated the purpose is to use the funds for new Community Development Department permitting code enforcement software to cover up to 75% of the first year set up and software license. The roll was called and Ordinance/Resolution No. 057-25 passed by the yeas and nays of J. Coyne, R. Haire, P. Rose, J. Shields, C. Simmons and D. Simpson.

Ord. 58-25

An Ordinance authorizing a water service connection at 5784 Wadsworth Road located in Montville Township. Mr. Shields moved for the adoption of Ordinance/Resolution No. 058-25, seconded by Mr. Simpson. Patrick stated this is a property owner request. The roll was called and Ordinance/Resolution No. 058-25 passed by the yeas and nays of R. Haire, P. Rose, J. Shields, C. Simmons, D. Simpson, and J. Coyne.

Ord. 59-25

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the South Court Water Main Loop Project (Job #1181).

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Mr. Shields moved for the adoption of Ordinance/Resolution No. 059-25, seconded by Mr. Simpson. Mr. Shields moved that the emergency clause be added to Ordinance/Resolution No. 059-25, seconded by Mr. Simpson. Patrick stated this will extend a waterline from the Southport Water Tower south to Highpoint Drive. It will allow us to have redundancy in how we fill up the South Court water tower and it will also service the restaurants and the Acme facility there. Emergency is needed as we would like this done before Acme opens in July. The roll was called on adding the emergency clause and was approved by the yea votes of P. Rose, J. Shields, C. Simmons, D. Simpson, J. Coyne, and R. Haire. The roll was called and Ordinance/Resolution No. 059-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, J. Coyne, R. Haire and P. Rose.

Res. 60-25

A Resolution donating Dell computers and Meraki cameras to the Medina City Schools. Mr. Shields moved for the adoption of Ordinance/Resolution No. 060-25, seconded by Mr. Simpson. Mayor Hanwell explained the computers were out of life for usage at City Hall as well as the cameras but the schools still can use. The roll was called and Ordinance/Resolution No. 060-25 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, R. Haire, and P. Rose. J. Shields abstained.

Council comments.

Mr. Simpson asked everyone to be kind to each other.

Mr. Simmons stated he had the opportunity to spend a couple hours with Chief Walters in the Fire Dept. as he provided a tour of the facilities and the new bunk areas. Talked about the new goals and objectives of the department. Very pleased Chief Walters reached his goals of having 24/7 coverage for the benefit of all the citizens of Medina. Congratulations Chief Walters.

Mr. Rose congratulated Tom Cromer. Paul stated he had helped build the original Jump Park with his three kids. He is happy they are keeping it going.

Mr. Coyne commented on March Madness wished all good luck with their brackets.

Adjournment.

There being no further business, the Council meeting adjourned at 7:52 p.m.

Kathy Patton, Clerk of Council

John M. Coyne, III, President of Council

ORDINANCE NO. 61-25**AN ORDINANCE AMENDING SECTION VI (C)(5) OF THE CIVIL SERVICE RULES AND REGULATIONS OF THE CITY OF MEDINA RELATIVE TO PARTS OF EXAMINATION FOR LATERAL TRANSFER APPOINTMENTS FOR THE POLICE DEPARTMENT.**

WHEREAS: Ordinance No. 99-08, passed May 27, 2008, adopted revised Civil Service Rules and Regulations; and

WHEREAS: The Civil Service Commission respectfully requests City Council to consider and accept several revisions to the Medina Civil Service Rules Section VI (C)(5) pertaining to Parts of Examination for Lateral Transfer appointments for the Police Department; and

WHEREAS: The Civil Service Commission reviewed these changes and voted to approve at their regular meeting on March 5, 2025.

WHEREAS: Section VI (C)(5) of the Civil Service Rules and Regulations of the City of Medina presently reads, in part, pertaining to Parts of Examination:

(C) Parts of Examination

The Commission shall determine for each examination the parts or subjects into which it shall be divided and the weight to be assigned to each part. The parts that shall be recognized may include: written tests, oral tests, performance tests, evaluation of education and experience, evaluation of attendance, performance and conduct, physical examinations, medical examinations, and other such tests as the Commission deems appropriate.

5. Physical ability tests, drug tests, medical examinations, and psychological evaluations, as appropriate, may be given before admission to the examination, before being placed on the appropriate eligible list, before certification for appointment, after certification and interview but before appointment, or after conditional appointment subject to successful completion of such test(s). Failure to satisfactorily meet appropriate standards in any such examination shall cause the rejection of an applicant without regard to the grade(s) attained on other parts of the examination. Any such test required shall be done at no expense to the applicant.

A person shall be eligible to receive an original appointment as a Police Patrol Officer or Firefighter or shall be eligible to receive a lateral transfer appointment as a Police Patrol Officer only if the person has passed a medical examination, given by a licensed physician not more than one hundred twenty (120) calendar days before the date of appointment, which shows that the applicant meets the requirements necessary to perform the duties of the position; however, inquiry regarding the results of any such examination shall be conducted at the time and manner permitted by law.

Physical examinations may include tests of bodily condition, muscular strength, ability, and physical fitness to perform the work of the position.

Applicants for lateral transfer appointment will be required to pass the Medina Police Departments physical agility test which will be proctored by a team of Medina Police Officers.

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

SEC. 1: That Section VI (C)(5) of the Civil Service Rules and Regulations shall be amended to read, in part, as follows: (Proposed new rule is in **boldface**, underlined and *italics*)

(C) Parts of Examination

The Commission shall determine for each examination the parts or subjects into which it shall be divided and the weight to be assigned to each part. The parts that shall be recognized may include: written tests, oral tests, performance tests, evaluation of education and experience, evaluation of attendance, performance and conduct, physical examinations, medical examinations, and other such tests as the Commission deems appropriate.

5. Physical ability tests, drug tests, medical examinations, and psychological evaluations, as appropriate, may be given before admission to the examination, before being placed on the appropriate eligible list, before certification for appointment, after certification and interview but before appointment, or after conditional appointment subject to successful completion of such test(s). Failure to satisfactorily meet appropriate standards in any such examination shall cause the rejection of an applicant without regard to the grade(s) attained on other parts of the examination. Any such test required shall be done at no expense to the applicant.

A person shall be eligible to receive an original appointment as a Police Patrol Officer or Firefighter or shall be eligible to receive a lateral transfer appointment as a Police Patrol Officer only if the person has passed a medical examination, given by a licensed physician not more than one hundred twenty (120) calendar days before the date of appointment, which shows that the applicant meets the requirements necessary to perform the duties of the position; however, inquiry regarding the results of any such examination shall be conducted at the time and manner permitted by law.

Physical examinations may include tests of bodily condition, muscular strength, ability, and physical fitness to perform the work of the position.

Applicants for lateral transfer appointment will be required to pass the Medina Police Departments physical agility test which will be proctored by a team of Medina Police Officers. *The physical fitness testing guidelines for lateral transfer patrol candidates will align with the most recent guidelines for entry-level patrol officer candidates.*

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that

resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

Effective date: May 14, 2025

RESOLUTION NO. 62-25

A RESOLUTION AUTHORIZING THE MEDINA POLICE DEPARTMENT TO APPLY FOR THE 2025 STATE VIOLENT CRIME REDUCTION FUNDING GRANT AND TO ACCEPT THE GRANT IF IT IS AWARDED.

WHEREAS: The Medina Police Department intends to apply for the 2025 State Violent Crime Reduction Funding Grant for the purchase of three (3) night-vision monocular and three (3) helmet mounts to be used by SWAT and patrol officers.

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

SEC. 1: That the Police Department is hereby authorized to apply for, and accept if awarded, a 2025 State Violent Crime Reduction Funding Grant in the amount of \$11,097.00.

SEC. 2: That if the Grant is awarded, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 63-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF MEDINA COMMUNITY RECREATION CENTER, AND CLEVELAND CLINIC CHILDREN’S HOSPITAL FOR REHABILITATION, FOR USE OF A PORTION OF THE LEISURE POOL FOR CHILDREN’S REHABILITATION, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized to execute a License Agreement between the City of Medina, Ohio and Cleveland Clinic Children’s Hospital for Rehabilitation, for use of a portion of the leisure pool for children’s rehabilitation.
- SEC. 2:** That a copy of the License Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin aquatic therapy in May, 2025, wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

 **Cleveland Clinic - Law Department**

ORD. 63-25
EXH. A

This page needs to be retained with the Agreement at all times.

This page is for information purposes only and not part of the Agreement.

Please return a fully executed copy of the Agreement to CMSevents@ccf.org

COMPANY INFORMATION

MEDINA COUNTY RECREATION CENTER
855 WEYMOUTH ROAD
MEDINA, OHIO 44256

CONTRACT INFORMATION

Contract ID: 4326120
Master Agreement Number:
Dept Reference No.:
Contract Description: LICENSE AGREEMENT - AQUATIC THERAPY POOL CONTRACT BETWEEN
MEDINA RECREATION CENTER & CHILDREN'S REHAB
Institute: Regional Hospital
Submitting Dept: OCCUPATIONAL HEALTH

Dept Contact: LISA HIGGINBOTHAM

LEGAL TEAM INFORMATION

Attorney: HEATHER SUMMERS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4326120
Attorney: SUMMERS, HEATHER
By: Smith, Janice
Date: 3/11/2025 4:18:21 PM

License Agreement

This License Agreement (the "License"), dated as of the latest date of signature below, is by and between the City of Medina, for and on behalf of its Medina Community Recreation Center, with a principal place of business at 855 Weymouth Road, Medina, Ohio 44256 (hereinafter the "Licensor"), and Cleveland Clinic Children's Hospital for Rehabilitation, an Ohio non-profit corporation located at 2801 Martin Luther King Jr. Blvd., Cleveland, Ohio 44104 (hereinafter the "Licensee").

A. Grant of License:

For and in consideration of the fees set forth in Exhibit A attached hereto and made a part hereof, Licensor hereby grants Licensee the right to use the indoor swimming pool, including but not limited to the lap lane in the leisure pool (collectively, the "Licensed Area") as scheduled in advance in accordance with Exhibit A, as well as the locker rooms/family changing rooms designated as Rooms 4108 (women's) and 4114 (men's) on the first floor of the Medina Community Recreation Center located at 455 Weymouth Road, Medina, Ohio 44256 (the "Premises") for the purpose of patient aquatic rehabilitation (the "Permitted Use") during such days and hours each week (the "Scheduled Use") as may be determined by mutual agreement of the parties effective May 1, 2025 (the "Commencement Date") and continuing through December 31, 2027 (the "Term"). The parties acknowledge and agree that during the Scheduled Use Licensee shall have the exclusive use of the Licensed Area or such portions thereof as have been agreed to in advance by the parties for the Permitted Use.

B. Licensee agrees as follows:

1. To provide to Licensor a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each claim and \$3,000,000.00 aggregate.
2. To accept the Licensed Area in its "as is" condition without any express or implied warranty by Licensor or its agent or representatives concerning any matter relating to the Licensed Area.
3. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Licensed Area.
4. If any government approvals, licenses or permits are required in connection with Licensee's occupancy and use of said Licensed Area, then Licensee shall be responsible for obtaining such approvals, licenses and permits at Licensee's sole cost and expense. Copies of any and all required permits, licenses and approvals shall be provided to Licensor upon request.
5. Not to injure, damage or deface said Licensed Area and to properly dispose of all garbage and leave the Licensed Area in the same condition as existed prior to the commencement of this License.
6. To use the Licensed Area solely for patient aquatic rehabilitation.

C. Licensor agrees as follows:

1. To provide to Licensee a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$2,000,000.00 for each claim and \$2,000,000.00 aggregate.
2. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Premises.
3. To provide Licensee with full use of the Licensed Area, including but not limited to the lap lane in the leisure pool as well as a wheelchair accessible locker room and family changing rooms; and aquatic equipment, including but not limited to kickboards and flotation devices.
4. To staff the Licensed Area during Licensee's use of the Licensed Area.

D. Additional Conditions

1. Licensee's right to use the Licensed Area shall commence on the Commencement Date and shall expire at the end of the Term, provided however, that this License is terminable by either Licensor or Licensee for any reason upon thirty (30) day written notice to the other at the contact information stated below. Notice shall be given by personal delivery, or by courier or overnight delivery by a recognized national delivery or local courier service. Either party may change its contact information by notifying the other party in writing. Notice shall be deemed given upon receipt, or delivery refused, at the following addresses:

To Licensee at:

Cleveland Clinic Children's Hospital for Rehabilitation
2801 Martin Luther King Jr. Blvd.
Cleveland, Ohio 44104
Attention: Director, Pediatric Therapy Services

with a copy to:

The Cleveland Clinic Foundation
9500 Euclid Avenue (HS1-02)
Cleveland, Ohio 44195
Attention: Sr. Director, Real Estate

and to:

The Cleveland Clinic Foundation
3050 Science Park Drive (AC321)

Beachwood, Ohio 44122
Attention: Sr. Counsel, Real Estate

To Licensor at:
City of Medina
Medina Community Recreation Center
855 Weymouth Road
Medina, Ohio 44256
Attention: Christy Moats

2. Licensor and Licensee each reserve the right to the control and use of their respective names, copyrights, symbols, trademarks and service marks in advertising, promotional materials or otherwise.
3. Licensee shall not assign the License and shall not sublicense the Licensed Area or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of Licensor, which consent may be granted or withheld by Licensor in its sole discretion. Any such assignment or sublicense without the prior written consent of Licensor shall be void and have no force or effect.
4. An authorized representative of each party shall execute this License and all notices given by such party hereunder. Licensee represents and warrants that the individual(s) executing this License is authorized to bind Licensee to the rights, obligations, conditions and terms set forth in this License. Licensor represents and warrants that the individual(s) executing this License has full power and authority to grant this License and is authorized to bind Licensor to the rights, obligations, conditions and terms set forth herein.
5. Except for (a) the parties' attorneys, accountants and financial advisors, or (b) pursuant to a response being provided by Licensor under The Ohio Public Records Act, neither party shall disclose to any third party the terms or conditions of this License without the express written consent of the other party. If either Licensor or Licensee discloses the terms or conditions of this License to any permitted third party, it shall cause such third party to abide by the confidentiality provision hereof. In the event of a breach of this provision, the disclosing party shall be responsible to the other party for any damages resulting from such breach.
6. All terms and conditions of this License shall terminate upon expiration of this License.

[SIGNATURES ARE ON FOLLOWING PAGE]

It is agreed that this License will be in force when signed by both parties.

LICENSOR:

City of Medina

By: _____


Name: John M. Coyne III

Title: Acting Mayor

Date: _____

LICENSEE:

**Cleveland Clinic Children's
Hospital for Rehabilitation**

By:  M.S. OTR/L

Name: Victoria Kunkel

Title: Director, Pediatric Therapy
Service

Date: 4/1/25

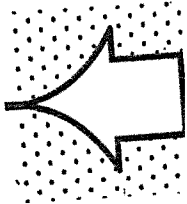


EXHIBIT A

LICENSE FEES, SCHEDULING AND INVOICING

- *From May 1, 2025 through December 31, 2027, Licensee shall pay to Licensor a fee of Eight Hundred Seventy-Five and 00/100 Dollars (\$875.00) per month for the usage of the Licensed Area.*
- *Licensee shall schedule all patient visits with Licensor through Epic on such days and times as are mutually agreed to between the parties.*
- *Licensee shall pay Licensor the fees due for its use of the Licensed Area monthly in arrears, with Licensor submitting an invoice for the month's usage by the last day of the month of the period being billed for.*

ORDINANCE NO. 64-25

AN ORDINANCE AUTHORIZING THE PURCHASE OF A REPLACEMENT VAULT RESTROOM FOR ROSCOE EWING PARK.

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

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

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

SEC. 1: That the purchase of a replacement vault restroom for Roscoe Ewing Park, cooperatively purchased through CXT Incorporated, Sourcewell Contract #081721-CXT, Member ID #29417, is hereby authorized for the Parks Department.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this purchase, in the estimated amount of \$50,465.00, are available in Account #104-0301-54412.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____

President of Council Pro-Tem

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Acting Mayor

ORDINANCE NO. 65-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING AGREEMENT BETWEEN THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE CITY OF MEDINA, OHIO PERTAINING TO THE US-42 RESURFACING PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the US-42 Resurfacing Project, #1151.
- SEC. 2:** That a copy of the Preliminary Engineering Agreement is marked Exhibit A, attached hereto, and incorporated herein.
- SEC. 3:** That the funds to cover this agreement in the estimated amount of \$5,000.00 are available in Account No. 108-0610-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORD. 65-25

Project: MED-US 42-16.78 - US 42 Resurfacing Improvements
ODOT PID: 119446

WLE AC&Y Subdivision Mile Post 140.28

Agreement No. _____

PRELIMINARY ENGINEERING AGREEMENT

This Engineering Agreement (“**Agreement**”) is made as of _____, 2025 by and between **Wheeling & Lake Erie Railway Company**, a Delaware corporation with its principal place of business in Ohio (“**RAILROAD**”), and the **City of Medina, Ohio**, (“**CITY**”)

EXPLANATORY CITYMENT

1. The CITY wishes to facilitate the development of plans for MED-US 42-16.78 - US 42 Resurfacing Improvements over the RAILROAD’s AC&Y Subdivision tracks at Mile Post 140.28, in the City of Medina in Medina County, OH. (the “**Project**”).
2. The project work will include asphalt resurfacing up to the exiting concrete grade crossing panels on South Court Street. The project is part of PID 119446 resurfacing and maintenance improvements. The CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

1.1 Generally. The work to be done by RAILROAD under this Agreement may consist of: (1) the preparation or review and approval of engineering and design plans, specifications, drawings and other documents pertaining to the Project, (2) the preparation of cost estimates for RAILROAD's work in connection with the Project, and (3) the review of construction cost estimates, site surveys, assessments, studies and related construction documents submitted to RAILROAD by the CITY for the Project (“**Engineering Work**”). Engineering Work may also include: (1) office reviews, (2) field reviews, (3) attendance at hearings and meetings, and (4) preparation of correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RAILROAD to perform work which, in RAILROAD’s opinion, is not relevant to RAILROAD’s participation in the Project.

1.2 Effect of RAILROAD Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), RAILROAD signifies only that the Plans and improvements constructed in accordance with the Plans satisfy RAILROAD’s requirements.

RAILROAD expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY, or any other purpose of such Plans or improvements constructed in accordance with the Plans.

2. Reimbursement of RAILROAD Expenses.

2.1 Reimbursable Expenses. The CITY shall reimburse RAILROAD for all costs and expenses incurred by RAILROAD in connection with the Engineering Work, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to consultants and subcontractors by RAILROAD and (6) RAILROAD labor, together with RAILROAD labor overhead percentages established by RAILROAD pursuant to applicable law, (collectively, “Reimbursable Expenses”).

2.2 Estimate. RAILROAD has estimated the total Reimbursable Expenses for the Project to be approximately \$5,000.00 (the “Estimate” as amended or revised). As per 23 CFR 646.216 (d) (vi), RAILROAD shall submit an itemized estimate for approval by the CITY prior to beginning work. In the event RAILROAD anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the CITY with the revised Estimate of total Reimbursable Expenses for the CITY's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RAILROAD may elect, by delivery of notice to the CITY, to immediately cease all further Engineering Work, unless and until CITY provides such approval and confirmation.

2.3 Federal Reimbursement. Any federal reimbursement to the CITY for railroad work performed on projects undertaken pursuant to the provisions of 23 CFR part 646, subpart B, shall be made in accordance with 23 CFR part 140, subpart I, as applicable.

2.4 Payment Terms

2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the “Payment Schedule,” as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.

2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.

2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

Wheeling & Lake Erie Railway Company
100 East First Street
Brewster, Ohio 44613

3. **Appropriations.** The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.
4. **Termination.**
- 4.1 **By the CITY.** The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.
- 4.2 **By RAILROAD.** RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.
- 4.3 **Consequences of Termination.** If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.
5. **Subcontracts.** RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.
6. **Notices.** All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

13. Conflicts of Interest

13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

14. Equal Employment Opportunity

14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14.3 RAILROAD agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. RAILROAD shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the RAILROAD's compliance with Title VI.

15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally, RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.

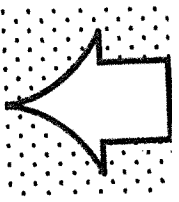
16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.
19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
 - 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
 - 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.
23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.

24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.
25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.
26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.
27. Signatures. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Medina, OH:

By: _____
 Dennis Hanwell John M. Coyne, III
 Acting Mayor



Wheeling & Lake Erie Railway Company

By: _____
 Print Name: _____
 Title: _____

EXHIBIT A

PAYMENT SCHEDULE

Progress Payments

Notwithstanding anything to the contrary set forth in this Agreement, the CITY shall pay RAILROAD in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, the CITY shall remit full payment to RAILROAD, with no retainage, for its Reimbursable Expenses within thirty (30) days following delivery to the CITY of an invoice.

ORDINANCE NO. 66-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US-42 RESURFACING AND PEDESTRIAN BUMPOUT PROJECT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the US-42 Resurfacing and Pedestrian Bumpout Project.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That the funds to cover the expenditure in the estimated amount of \$514,539.13 are available in Account Number 108-0610-54414.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason as to not delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and The City of Medina (LPA) 132 North Elmwood Avenue, Medina, Ohio 44256.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **resurfacing of US-42 (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$1,925,803.81**. ODOT safety funds (SAC 4HJ7) shall provide to the LPA **90** percent of the eligible costs, up to a maximum of **\$500,000.00** in Federal funds.

AND

ODOT (SAC 4TA7) shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$902,136.00** in Federal funds.

These maximum amounts reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been reviewed and accepted by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.
- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. **ENVIRONMENTAL RESPONSIBILITIES**
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or

more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
7. ADVERTISING, SALE, AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide

documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

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

Keith Dirham, Finance Director
City of Medina
132 North Elmwood Avenue
Medina, Ohio 44256

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

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

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.
- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:
- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").
- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Patrick J. Patton, P.E.	Steve Shepherd, LPA Manager
City of Medina, Engineer	Ohio Department of Transportation
132 North Elmwood Avenue	906 Clark Ave
Medina, Ohio 44256	Ashland, Ohio 44805
PPatton@medinaoh.org	Steve.Shepherd@dot.ohio.gov

15. GENERAL PROVISIONS

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

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

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

(A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**

(B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**

(C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

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



2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

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



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

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



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

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

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

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

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

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

and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LAMP Manual of Procedures.

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

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

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

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

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

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

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

- 15.5 *Ohio Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: JOHN M. COYNE III	By:
Title: Acting Mayor	Pamela Boratyn Director
Date:	Date:

RESOLUTION NO. 67-25

A RESOLUTION CONGRATULATING ANNA HOLTHOUSE ON RECEIVING THE GIRL SCOUT GOLD AWARD, THE HIGHEST AWARD IN GIRL SCOUTING.

WHEREAS: *Anna Holthouse* is currently a member of Girl Scouts of North East Ohio; and

WHEREAS: *Anna Holthouse* has recently earned the Girl Scout Gold Award, the highest award in Girl Scouting; and

WHEREAS: The Girl Scout Gold Award is a national award with national standards that represents a Girl Scout's time, leadership, creativity and contribution to making the world a better place, which establishes a strong foundation for a lifetime of active citizenship.

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

SEC. 1: That Medina City Council hereby commend and congratulate *Anna Holthouse* on her outstanding contribution to the community and Girl Scouts of North East Ohio in attaining the prestigious Girl Scout Gold Award.

SEC. 2: That a signed copy of this Resolution shall be presented to *Anna Holthouse* in recognition of her hard work and dedication in obtaining this award.

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

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

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

SIGNED: _____
Acting Mayor

ORDINANCE NO. 68-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE SECOND AMENDMENT TO MANAGEMENT AGREEMENT FOR THE MEDINA MUNICIPAL AIRPORT PERTAINING TO THE MANAGEMENT AGREEMENT WITH COLD STREAM AIR SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS: City and Manager are parties to a Management Agreement for the City of Medina Airport (the “Management Agreement”) dated November 1, 2023, and an Extension Amendment dated November 1, 2024, related to the Medina Municipal Airport (the “Airport”)

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

SEC. 1: That the Mayor is hereby authorized to enter into the Second Amendment to Management Agreement for the City of Medina Airport pertaining to the Management Agreement with Cold Stream Air Services.

SEC. 2: That a copy of the Second Amendment to Management Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the parties are currently operating under this agreement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

**SECOND AMENDMENT TO MANAGEMENT AGREEMENT
FOR THE CITY OF MEDINA AIRPORT**

*ORD. 68-25
Exh. A*

THIS SECOND AMENDMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, in the year 2025, by and between **CITY OF MEDINA, OHIO** (“City”), and **COLD STREAM AIR SERVICES, INC.** (“Manager”).

RECITALS:

A. City and Manager are parties to a Management Agreement for the City of Medina Airport (the "Management Agreement") dated November 1, 2023, and an Extension Amendment dated November 1, 2024, related to the Medina Municipal Airport (the "Airport");

B. Section E of the Management Agreement provides for Compensation to the Manager of an annual fee ("Management Fee"); and

C. Both parties agree that as additional revenue for management of the Airport, the Manager shall receive the rental monies received by the City from University Hospitals Health Systems, Inc. for the lease of land to University Hospitals Health System, Inc. for a Helicopter Crew Site and Ancillary Single T Hangar Space;

NOW, THEREFORE, the City and Manager, for an in consideration of the covenants and agreements herein contained, mutually agree that Section E of the Management Agreement shall be amended as follows:

E. COMPENSATION

1. During the initial term of this Agreement, the Manager shall be paid an annual fee (“Management Fee”) in arrears equal to 50% of the Net Revenue (defined hereinafter) of the Airport revenues for each full calendar year during the term. “Net Revenue of the Airport” shall mean all revenue received by the City from the Airport operations during the year (not, however, including FAA grant revenue that is allocated to specific projects or to the extent including any portion of FAA grant proceeds for purposes of determining management fees would be

unlawful or prohibited by the terms of the Grant or applicable law) including access fees, rent and other fees minus all direct expenses incurred by City in maintenance, repair and other operations of the Airport (not however including expenses specifically payable with FAA grant proceeds where the grant requires application to the specific expenses or to the extent including any portion of FAA grant paid expenses for purposes of determining management fees would be unlawful or prohibited by the terms of the Grant or applicable law). The Management Fee for the two-month period in calendar year 2023 commencing on the date of this Agreement shall be combined with the full calendar year 2024 terminating at midnight December 31, 2024 and the Management Fee shall be determined on a 14-month basis for that period only. For any subsequent partial calendar year during the term the Management Fee shall be based on the projected revenue and expense for the full calendar year and a proration of the projected Net Revenue for the partial year for which a determination is required.

2. The City of Medina receives rental income for the lease of land to University Hospitals Health System, Inc. as a tenant for a Helicopter Crew Site and Ancillary Single T Hangar Space. Commencing January 1, 2025, Cold Stream Air Services, Inc. shall be paid from the City of Medina the rental monies received from University Hospitals Health System, Inc. so that Cold Stream Air Services, Inc. has additional revenue for management of the Airport.

3. By mutual agreement memorialized in written amendment to this Agreement, the parties may agree to Manager’s performance of other responsibilities associated with the Airport and the compensation basis therefor.

Except as modified pursuant to the Extension Amendment and this Second Amendment, the Management Agreement remains in full force and effect.

It is mutually agreed that the terms hereof shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the City and Manager have hereunto caused their names to be affixed to this Second Amended Agreement.

City:
CITY OF MEDINA, OHIO

Manager:
COLD STREAM AIR SERVICES, INC.

By: _____
Title: _____
Dated: _____

By: _____
Title: _____
Dated: _____

This instrument prepared by:
Gregory A. Huber
Law Director, City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: 330-722-9070

ORDINANCE NO. 69-25

**AN ORDINANCE AMENDING ORDINANCE NO. 209-24,
PASSED NOVEMBER 25, 2024. (Amendments to 2025 Budget)**

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

SEC. 1: That Ordinance No. 209-24, passed November 25, 2024, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
574-0358-52215	2,000.00 *
574-0358-52232	5,000.00 *
574-0358-53313	5,000.00 *
574-0358-53315	8,000.00 *
001-0743-53322	4,136.83 *
169-0716-54412	672,465.00 *
172-0355-53313	5,000.00 *
172-0355-53315	5,000.00 *
301-0716-54412	672,465.00 *
388-0714-53315	2,924.33 *

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

ORDINANCE NO. 70-25

AN ORDINANCE AMENDING SECTION 31.04 (B) OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO TRAINING PERIODS, AND DECLARING AN EMERGENCY.

WHEREAS: Section 31.04 (B) of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows pertaining to training periods:

(B) Payment of an extra employee for training purposes shall be permitted for a period not to exceed four (4) weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. The aforesaid four-week training period shall not occur during an existing employee's vacation time. If an out-going employee chooses to use earned benefits to complete their employment after the training period; both employees may be paid. (Ord. 80-12)

The Director of Finance is authorized to extend the training period for the position of Deputy Director of Finance for a period not-to-exceed twelve weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. (Ord. 132-06)

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

SEC. 1: That Section 31.04 (B) of the Salaries and Benefits Code of the City of Medina, Ohio shall be *amended* to read as follows pertaining to training periods:

(B) Payment of an extra employee for training purposes shall be permitted for a period not to exceed four (4) weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. The aforesaid four-week training period shall not occur during an existing employee's vacation time. If an out-going employee chooses to use earned benefits to complete their employment after the training period; both employees may be paid. (Ord. 80-12)

The Mayor is authorized to extend the training period for new hires as set forth above for a period of not-to-exceed twelve weeks if the position warrants additional training.

The Director of Finance is authorized to extend the training period for the position of Deputy Director of Finance for a period not-to-exceed twelve weeks. The pay for that period shall be at Step "A" of the current grade for that position or of the pay grade immediately below. (Ord. 132-06)

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of a current need for extra training of new Civil Service Secretary; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

RESOLUTION NO. 71-25

A RESOLUTION AUTHORIZING A FY26 COMMUNITY PROJECT GRANT APPLICATION FOR THE MEDINA MUNICIPAL AIRPORT ENTRANCE ACCESS ROAD AND APRON PROJECT.

WHEREAS: The City of Medina intends to apply for a FY26 Community Project Grant to Congressman Max Miller’s office for the Medina Municipal Airport Entrance Access Road & Apron Project.

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

SEC. 1: That Mayor is hereby authorized to apply for, and accept if awarded, a FY26 Community Project Grant Application for the Medina Municipal Airport Entrance Access Road & Apron Project.

SEC. 2: That if the Grant is awarded, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor

RESOLUTION NO. 72-25

A RESOLUTION AUTHORIZING A FY26 COMMUNITY PROJECT GRANT APPLICATION FOR THE STATE ROAD, PHASE 2 RECONSTRUCTION PROJECT.

WHEREAS: The City of Medina intends to apply for a FY26 Community Project Grant to Congressman Max Miller’s office for the State Road, Phase 2 Reconstruction Project.

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

SEC. 1: That Mayor is hereby authorized to apply for, and accept if awarded, a FY26 Community Project Grant Application for the State Road, Phase 2 Reconstruction Project.

SEC. 2: That if the Grant is awarded, the Mayor is hereby authorized to accept the Grant and complete all documentation for the implementation and administration of the Grant.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

PASSED: _____

SIGNED: _____
President of Council Pro-Tem

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Acting Mayor