

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 28, 2025
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (April 14, 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.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Res. 73-25, Ord. 74-25, Ord. 75-25, Ord. 76-25, Res. 77-25, Res. 78-25, Ord. 79-25, Ord. 80-25, Ord. 81-25, Ord. 82-25, Ord. 83-25, Ord. 84-25, Ord. 85-25

Res. 73-25

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).

Ord. 74-25

An Ordinance authorizing the increase of the expenditure to Rocco Masonry for the Service Department.

Ord. 75-25

An Ordinance authorizing the purchase of one (1) 2025 Ford F-600 Cab/Chassis truck from Montrose Ford to be used by the Street Department.

Ord. 76-25

An Ordinance authorizing the purchase of one (1) Mark III utility sized single axle Dump Body from Henderson Products, Inc. to be mounted on cab and chassis and to be used by the Street Department.

Res. 77-25

A Resolution authorizing the Mayor to submit a grant application for a USA Water Polo Grant for the Medina Community Recreation Center.

Res. 78-25

A Resolution authorizing the Mayor to submit a grant application for a T-Mobile Hometown Grant to purchase and install fifteen (15) six-foot benches on walking trails in eight of the City Parks.

Ord. 79-25

An Ordinance authorizing the increase of the expenditure to Environmental Equipment Sales & Service Holdings LLC for the Service Department.

Ord. 80-25

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the 2025-2026 Equipment and Asphalt General Paving Services Program for the Service Department.

Ord. 81-25

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1151 US 42 Resurfacing and Pedestrian Safety Improvements Project.

Ord. 82-25

An Ordinance authorizing the Mayor to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the Urban Paving of State Route 3 & State Route 57.

Ord. 83-25

An Ordinance authorizing the Mayor to enter into a Professional Services Agreement with T&M Associates for consulting services to implement the Ohio Department of Development Brownfield Remediation Program Grant.
(emergency clause requested)

Ord. 84-25

An Ordinance authorizing the Mayor to enter into the Guaranteed Maximum Price Agreement No. 3 with the Ruhlin Company, for work at the Medina Municipal Courthouse.
(emergency clause requested)

Ord. 85-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2024. (Amendments to 2025 Budget)

Council comments.

Adjournment.

MEDINA CITY COUNCIL

Monday, April 14, 2025

Call to Order:

Medina City Council met in regular session on Monday, April 14, 2025 at Medina City Hall. The meeting was called to order at 7:30 p.m., by President of Council Pro-Tem Jim Shields, who also led in the Pledge of Allegiance.

Roll Call:

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

Also present were the following members of the Administration: 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. Simpson moved that the minutes from the regular meeting on March 24, 2025 as prepared and submitted by the Clerk be approved, seconded by Mr. Rose. The roll was called and approved with the yea votes of N. DiSalvo, P. Rose, J. Shields, C. Simmons, and D. Simpson.

Reports of Standing Committees:

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

Public Properties Committee: Mr. Shields had no report.

Health, Safety & Sanitation Committee: Mr. Simpson stated they had a meeting this evening where updates were given from Police Chief, Fire Chief and the Service Director.

Special Legislation Committee: Mr. Rose had no report. Presented the report to council for the previous Ad Hoc.

Streets & Sidewalks Committee: Ms. Haire was absent.

Water & Utilities Committee: Mr. Simmons had no report. He stated there is a Utility Rate Review committee on Monday, May 19th to address the potential increases from Avon Lake Water.

Emerging Technologies Committee: Ms. DiSalvo had no report.

Requests for Council Action:

Finance Committee

25-076-4/14 – Budget Amendments

25-077-4/14 – Increase Exp. Rocco Masonry – Service Dept.

25-078-4/14 – Cooperative Purchase 2025 Ford Cab & Chassis – Service Dept.

25-079-4/14 – Professional Services Agreement – T&M – Economic Development

25-080-4/14 – 2nd Amendment to Management Agreement – Medina Municipal Airport

25-081-4/14 – Grant Application – USA Water Polo Grant – MCRC

25-082-4/14 – Grant Application – T-Mobile Hometown Grant – Parks

25-083-4/14 – Increase Exp. Holtz Industries – Service Dept.
25-084-4/14 – Increase Exp. Environmental Equip. Sales – Service Dept.
25-085-4/14 – Bids, 2025 Equipment & General Pavement Services – Service Dept.
25-086-4/14 – Bids, Job #1151 US 42 Resurfacing & Pedestrian Safety Improvements
25-087-4/14 – Preliminary Legislation – ODOT Urban Paving of SR 3 & SR 57
25-088-4/14 – Medina Municipal Court Renovation – GMP No. 3 – Ruhlin
25-089-4/14 – Amend Code, Stormwater Ordinances
25-090-4/14 – Grant Application – Community Project Funding – State Rd., Phase 2
25-091-4/14 – Grant Application – Community Project Funding - Medina Municipal Airport
25-092-4/14 – Amend S&B 31.04 (B) – Extend Employee Training Max 12 Weeks

Reports of Municipal Officers:

John Coyne III, Acting Mayor, Mr. Coyne reported that he attended the Medina County Children's Center Annual Community Pinwheel Walk for Child Abuse Prevention. 495 pinwheels were put out which represents the number of child abuse or neglect cases in Medina County. John stated compared to year 2023 there were over 500 and so the number is headed in the right direction but again if there is one child abuse case in Medina that is one too many.

Last week there was a house fire at 653 West Liberty St., a six-unit building used for apartments. There was one fatality due to the fire. There were no staff members injured. Fire is under investigation. Prayers to the victim's family.

Congratulations to council on the great job they do throughout the year.

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 stated that Barb Dzur is the America 250 chairperson for the City of Medina. The city will be commemorating Paul Revere's Ride for the America 250 kickoff. We will be hosting 2 Lights for Tomorrow, a nationwide initiative to commemorate what happened on the night of April 18, 1775 that became the beginning of the Revolutionary War. Medina citizens and visitors are invited to bring lawn chairs and gather with their lanterns in the Medina square this Friday, April 18th at 8:30 p.m. Residents are also asked to join the nation in leaving two lights burning in their homes through the night of April 18th to help commemorate the ride. Opportunity to complete some type of community service project on Saturday, April 19th. The Medina library during the week of April 14th will host a craft project for children where they will make their own lantern to bring to the square on the 18th.

Chief Kinney, Police Department, Chief had no report.

Nino Piccoli, Service Director, Jim Shields congratulated Nino Piccoli as he was recently

appointed as a Sharon Township Trustee.

Nino stated they are going to pave West Friendship from North Court Street to Medina St. The yard waste program started this week and will run through the middle of November.

Patrick Patton, City Engineer, Patrick stated the stabilization of East Reagan Parkway should be done by the end of this week. The Municipal Courthouse project is underway and the abatement should be complete by Friday and the demolition should be complete by the end of next week.

Chief Walters, Fire Department, had no report.

Jansen Wehrley, Parks and Recreation Director, had no report.

Dan Gladish, Building Official, had no report.

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

Notices, communications and petitions

There were none.

Unfinished Business

There is none.

Introduction of visitors

Stacey Maleckar is the Superintendent for the Medina County Board of Developmental Disabilities spoke on the mobile universal changing stations. Thanked all for their support stating it makes a huge impact.

They served a little over 1,500 Medina County citizens last year that were eligible for services from MCBDD.

Angela from Main Street Medina commented on the mobile changing station, expressing how they are such a game changer and welcomed by many in the community.

Introduction and consideration of ordinances and resolutions.

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Rose: Ord. 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. The roll was called and motion passed with the yea votes of P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 061-25, seconded by Mr. Rose. Chief Kinney stated this is a rule change within the Civil Service Rules and are simply requested to be able to treat lateral candidates as we would new candidates that come into appointments. The roll was called and Ordinance/Resolution No. 061-25 passed by the

yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and P. Rose.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 062-25, seconded by Mr. Rose. Chief Kinney stated this grant is for equipment for our officers that participate on the Medina County Multi-Jurisdictional SWAT Team, also requesting approval of the new vendor. The roll was called and Ordinance/Resolution No. 062-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, P. Rose and J. Shields.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 063-25, seconded by Mr. Rose. Jansen stated this ordinance is to allow the Cleveland Clinic Children's Hospital to use our leisure pool for one full hour time block weekly billed at a monthly rate of \$875.00. The emergency is requested as the proposed license agreement term is May 1, 2025 through December 31, 2027. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 063-25, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, N. DiSalvo, P. Rose, J. Shields and C. Simmons. The roll was called and Ordinance/Resolution No. 063-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, P. Rose and J. Shields.

Ord. 64-25

An Ordinance authorizing the purchase of a replacement vault restroom for Roscoe Ewing Park. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 064-25, seconded by Mr. Rose. Jansen stated this is to purchase a single vault concrete precast restroom to replace the existing restroom at Roscoe Ewing Park using the Sourcewell purchasing program. The roll was called and Ordinance/Resolution No. 064-25 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, C. Simmons, and D. Simpson.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 065-25, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 065-25, seconded by Mr. Rose. 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, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 065-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and P. Rose.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 066-25, seconded by Mr. Rose. Patrick Patton stated this will resurface SR42 from just north of Homestead to Lafayette Rd. We will bid and manage the project. Emergency is requested as we would like to bid this asap. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 066-25, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, P. Rose and J. Shields. The roll was called and Ordinance/Resolution No. 066-25 passed by the yea votes of D. Simpson, N. DiSalvo, P. Rose, J. Shields and C. Simmons.

Res. 67-25

A Resolution congratulating Anna Hothouse on receiving the Girl Scout Gold Award, the highest award in Girl Scouting. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 067-25, seconded by Mr. Rose. The roll was called and Ordinance/Resolution No. 067-25 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, C. Simmons, and D. Simpson.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 068-25, seconded by Mr. Rose. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 068-25, seconded by Mr. Rose. Mr. Huber stated the amendment allows for the payment of UH lease rental payments that are currently sent to the City of Medina to be paid over to Cold Stream Air Services which is the entity that operates our airport. Emergency is requested as this is to have been in effect as of January 1, 2025. 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, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 068-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and P. Rose.

Ord. 69-25

An Ordinance amending Ordinance No. 209-24, passed November 25, 2025. (Amendments to 2025 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 069-25, seconded by Mr. Rose. Mr. Dirham stated these are adjustments for the passthrough of the wellness funds and for the 250th celebration and the court project. The roll was called and Ordinance/Resolution No. 069-25 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, P. Rose and J. Shields.

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. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 070-25, seconded by Mr. Rose. Mr. Coyne stated they discussed this with Lauren, and there are people taking over certain positions and her position is one of them. This will allow for a twelve-week training period in some instances. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 070-25, seconded by Mr. Rose. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, N.

Medina City Council
April 14, 2025

DiSalvo, P. Rose, J. Shields and C. Simmons. The roll was called and Ordinance/Resolution No. 070-25 passed by the yea votes of N. DiSalvo, P. Rose, J. Shields, C. Simmons, and D. Simpson.

Res. 71-25

A Resolution authorizing a FY26 Community Project Grant Application for the Medina Municipal Airport. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 071-25, seconded by Mr. Rose. Ms. Marshall stated this is an entrance access road and apron project. This is estimated at \$2,680,000.00 with a local match of \$134,000.00. The roll was called and Ordinance/Resolution No. 071-25 passed by the yea votes of P. Rose, J. Shields, C. Simmons, D. Simpson, and N. DiSalvo.

Res. 72-25

A Resolution authorizing a FY26 Community Project Grant Application for the State Road, Phase 2 Reconstruction Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 072-25, seconded by Mr. Rose. Ms. Marshall stated this is similar to the last resolution this will be for State Road Phase 2 reconstruction project the section between Progress Dr. South going north to Birch Hill and total estimated cost is \$2,690,000.00 with a local match of \$772,400.00. The roll was called and Ordinance/Resolution No. 072-25 passed by the yea votes of J. Shields, C. Simmons, D. Simpson, N. DiSalvo, and P. Rose.

Council comments.

Mr. Simpson congratulated Nino Piccoli on his appointment.
Be kind to one another.

Mr. Simmons attended the Main Street Medina Coffee and Cars event on the square this weekend. He thanked all the citizens that came to the Ward 1 and Ward 2 community meeting.

Ms. DiSalvo congratulated Nino Piccoli to his appointment. Natalie also stated that Anna Holthouse was selected as a member of the 2025 Spring Leadership Ball.

Mr. Rose congratulated Nino Piccoli on his appointment. Wished everyone a Happy Blessed Easter.

Mr. Shields also wished Congratulations to Nino Piccoli.

Adjournment.

There being no further business, the Council meeting adjourned at 8:12 p.m.

Kathy Patton, Clerk of Council

Jim Shields, President of Council Pro-Tem

RESOLUTION NO. 73-25**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT).**

WHEREAS: Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

SEC. 1: That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-26 and agrees:

- 1) To purchase an estimated salt tonnage of 1,900 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 1,900 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form

every year indicating storage capacity and stating salt needs for the contract period.

- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.
- SEC. 4:** 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. 5:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025

WHEREAS, the City of Medina, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date
Dennis Hanwell, Mayor City of Medina

_____ (Authorized Signature) _____ Approval Date
John M. Coyne, III, President of Council

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 2, 2025.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

ORDINANCE NO. 74-25

**AN ORDINANCE AUTHORIZING THE INCREASE OF THE
EXPENDITURE TO ROCCO MASONRY FOR THE SERVICE
DEPARTMENT.**

WHEREAS: The Service Director has requested to increase Purchase Order #2025-335 from \$20,000.00 to \$40,000.00, which requires the Council's approval.

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

SEC. 1: That the increase to Purchase Order #2025-335 from \$20,000.00 to \$40,000.00 is hereby authorized for the Service Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 108-0610-54414.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 75-25

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) 2025 FORD F-600 CAB/CHASSIS TRUCK FROM
MONTROSE FORD TO BE USED BY THE STREET
DEPARTMENT.**

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

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

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

SEC. 1: That the purchase of one (1) 2025 Ford F-600 Cab/Chassis from Montrose Ford utilizing the CUE purchasing program is hereby authorized for the Street Department.

SEC. 2: That the funds to cover this purchase, in the amount of \$69,898.31 are available in Account No. 105-0610-54417.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 76-25

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE
(1) MARK III UTILITY SIZED SINGLE AXLE DUMP BODY
FROM HENDERSON PRODUCTS, INC. TO BE MOUNTED
ON CAB AND CHASSIS AND TO BE USED BY THE STREET
DEPARTMENT.**

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

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

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

SEC. 1: That the purchase of one (1) Mark III utility sized single axle dump body from Henderson Products, Inc., utilizing the National Purchasing Partners Program Contract #PS22170, is hereby authorized for the Street Department.

SEC. 2: That the funds to cover this purchase, in the amount of \$70,2041.00 are available in Account No. 105-0610-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 77-25

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT
A GRANT APPLICATION FOR A USA WATER POLO
GRANT FOR THE MEDINA COMMUNITY RECREATION
CENTER.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to submit a grant application for a USA Water Polo Grant in the amount of \$4,070.00 to build a Medina Rec in-house water polo league for Northeast Ohio, and develop a competitive water polo program within two years at the Medina Community Recreation Center.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.
- SEC. 3:** If the Grant is successful, the estimated cost of the total program will be \$11,130.00 which will be available in Account No. 574-0356-53315.
- SEC. 4:** 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. 5:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 78-25

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT
A GRANT APPLICATION FOR A T-MOBILE HOMETOWN
GRANT TO PURCHASE AND INSTALL FIFTEEN (15) SIX-
FOOT BENCHES ON WALKING TRAILS IN EIGHT OF THE
CITY PARKS.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to submit a grant application for a \$20,000.00 T-Mobile Hometown Grant to purchase and install fifteen (15) six-foot benches on walking trails in eight parks in the City of Medina.
- SEC. 2:** That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary 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

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

SIGNED: _____
Mayor

ORDINANCE NO. 79-25

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO ENVIRONMENTAL EQUIPMENT SALES & SERVICE HOLDINGS LLC, FOR THE SERVICE DEPARTMENT.

WHEREAS: The Service Director has requested to increase Purchase Order #2025-172 from \$10,000.00 to \$40,000.00, which requires the Council’s approval.

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

SEC. 1: That the increase to Purchase Order #2025-172 from \$10,000.00 to \$40,000.00 is hereby authorized for the Service Department.

SEC. 2: That the funds to cover this expenditure are available in Account No. 514-0543-53321.

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

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

PASSED: _____ **SIGNED:** _____
President of Council

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

SIGNED: _____
Mayor

ORDINANCE NO. 80-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE 2025-2026 EQUIPMENT AND ASPHALT GENERAL PAVING SERVICES PROGRAM FOR THE SERVICE DEPARTMENT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the 2025-2026 Equipment and Asphalt General Paving Services Program for the Service Department, in accordance with specifications on file in the office of the Mayor.
- 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

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 81-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR JOB #1151 US 42 RESURFACING AND PEDESTRIAN SAFETY IMPROVEMENTS PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1151, US 42 Resurfacing and Pedestrian Safety Improvements Project, in accordance with specifications on file in the office of the Mayor.
- 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

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 82-25

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE PRELIMINARY LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE URBAN PAVING OF STATE ROUTE 3 & STATE ROUTE 57.

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

- SEC. 1:** That the Mayor be and is hereby authorized and directed to execute Preliminary Legislation with the Ohio Department of Transportation (ODOT) for the Urban Paving of State Route 3 & State Route 57 in the City of Medina, to be completed during state fiscal year 2027 (July, 2026 through June, 2027)
- SEC. 2:** That a copy of said Preliminary Legislation is marked Exhibit A, attached hereto and incorporated herein, and subject to the Law Director's final review.
- SEC. 3:** 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. 4:** That the estimated cost of the project, in the amount of \$1,393,200.00 shall be available in Account No. 108-0610-54411
- 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 in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

2/27/2025

PRELIMINARY LEGISLATION

(LPA-ODOT-Let Project Agreement)

(PARTICIPATORY)

Ordinance/Resolution #: 82-25

PID No. : 114935

County/Route/Section : MED SR 0003/0057 09.87/10.43

Agreement No: 42350

The following is a/an Ord 82-25 enacted by the City of Medina of Medina
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Urban Paving in the city of Medina on SR 3 and SR 57

NOW THEREFORE, be it ordained by the City of Medina of Medina County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project as follows:

- 1. The LPA Is 100% responsible for Preliminary Engineering, Right-of-Way, and Detailed Design Costs. The LPA is also responsible for:*
- 2. 20% of Construction costs of the eligible items for the Urban Paving plan split. This split is not capped.*

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

2/27/2025

PID No.: 114935

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Regardless of funding source, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV Authority to Sign

The LPA hereby authorizes Dennis Hanuehl, Mayor of said City of Medina to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

(Signature authority) (LPA-or its division, department or agency)

Upon request of ODOT, the Mayor is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Medina to ODOT arising from any agreement with its consultant in order 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.

(Signature authority) (LPA)

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

2/27/2025

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

PID No.: 114935

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VII-Emergency measure

(as applicable)

The Ord. 82-25 is hereby declared to be an emergency measure to expedite the highway project and
(Motion/Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Dennis Hanwell, Mayor

2/27/2025

CERTIFICATE OF COPY
STATE OF OHIO

City of Medina of Medina County, Ohio
(LPA)

I, Kathy Patton, as Clerk of the City Council, City of Medina
(LPA)
of Medina County, Ohio, do hereby certify that the foregoing is a true and correct copy of
Ord. 82-25 adopted by the legislative Authority of the said
(Motion/Ordinance/Resolution)
City of Medina on the _____ day of _____, 2025.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2 _____.

SEAL

(Clerk)
City of Medina of Medina County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

ORDINANCE NO. 83-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH T&M ASSOCIATES FOR CONSULTING SERVICES TO IMPLEMENT THE OHIO DEPARTMENT OF DEVELOPMENT BROWNFIELD REMEDIATION PROGRAM GRANT, 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 a Professional Services Agreement with T & M Associates for Consulting Services to implement the Ohio Department of Development Brownfield Remediation Program – Assessment Grant for the former Yost Sunoco site located at 426 W. Liberty St.
- SEC. 2:** That the funds to cover the agreement, in the amount of \$385,000.00, are available in Account No. 109-0402-52215 and Account No. 143-0748-52215.
- SEC. 3:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final review and approval.
- 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 begin work as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

T&M ASSOCIATES PROFESSIONAL SERVICES AGREEMENT

ord 83-25
Exh. A

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is entered into and made effective as of this ____ day of April, 2025 (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	T&M Associates
Name: The City of Medina, Ohio (the "Client")	Name: T&M Associates ("T&M")
Address 1: 132 N. Elmwood Ave.	Address 1: 4675 Lakehurst Court
Address 2:	Address 2: Suite 250
City: Medina	City: Columbus
State/Zip: OH/44256	State/ Zip : OH/43016

2. GENERAL SCOPE OF SERVICES TO BE PERFORMED

Provide General Description of Scope of Services: *Assist the Client with implementation of the Ohio Dept. of Development Brownfield Remediation Program Assessment Grant for the Former Yost Sunoco Property.* The specific Services performed under this Agreement are detailed in the Proposal/Scope of Services attached hereto and made a part hereof.

3. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: Proposal/Scope of Services
- Exhibit B: Standard Terms and Conditions for Professional Services
- Exhibit C: Summary of Standard Charges

4. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT	T&M Associates
Signature:	Signature:
By: The City of Medina, Ohio	By: T&M Associates
Name:	Name: T. Donald Pinto, PE, CP
Title:	Title: Vice President

<p>EXHIBIT A</p> <p>T&M ASSOCIATES</p> <p>PROPOSAL/SCOPE OF SERVICES</p>

T&M's General Scope of Services will be as detailed in the following attachment:

1. Letter proposal from T&M Associates to The City of Medina dated March 18, 2025, 3 pages.



YOUR GOALS. OUR MISSION.

March 18, 2025

Ms. Kimberly Marshall
Economic Development Director
City of Medina
132 N. Elmwood Ave.
Medina, Ohio 44256

Re: Proposal for Implementation of ODOB Brownfield Remediation Program
Assessment Grant for the Yost Sunoco Property

Dear Ms. Marshall:

Thank you for the opportunity to submit our proposal to assist the City of Medina, Ohio with the above-referenced project. Presented below are our proposed scope of services, budget and schedule for execution of the project.

PROPOSED SCOPE OF SERVICES

Our proposed project approach is divided into the following tasks based on the requirements specified in the Bureau of Underground Storage Tank Regulations (BUSTR) *2017 Technical Guidance Manual*.

Task 1 - Geophysical Survey and Utilities Clearance

Under this task, T&M will perform a geophysical survey to confirm the number and volume(s) of orphaned USTs known or suspected to be on the property, as required by BUSTR. Based on historic information, three gasoline USTs (one 10,000-gal and two 4,000 gallons) are located on the property. The surveyor will use electromagnetics (EM) and ground-penetrating radar (GPR) to map out subsurface anomalies, locating and identifying potential USTs as well as underground utilities that may influence closure activities.

Task 2 - Exploratory Trenching

If the results of the geophysical survey are inconclusive (because of signal interference) or unknown subsurface metal anomalies are revealed in the survey, we will subcontract a BUSTR-Certified UST Installer to conduct exploratory trenching and sample the contents of the known USTs, if accessible. This not only provides the Installer with details necessary to prepare a more accurate cost estimate for closure, but also allows us to refine the scope of verification sampling, stockpile sampling, and potential for groundwater sampling in order to obtain closure.

Task 3 - UST Removal and Site Cleanup Activities

Once the number and contents of the USTs are confirmed, we will retain the aforementioned BUSTR-Certified UST Installer to remove the USTs, associated piping, and any petroleum-contaminated soils observed during the work, within the requirements of the BUSTR Closure rules and regulations. We will supervise the effort and ensure that the contractor performs the work in accordance with BUSTR rules and regulations, including paying for the BUSTR Inspector to witness and sign-off on the closure activities. T&M will also conduct the required closure sampling from the UST cavity(ies), piping runs, dispenser locations, and soil stockpiles, as necessary.



Task 4 - Tier 1 Investigation and Delineation

If clean closure is not feasible based on the nature and extent of contamination that may have resulted from historic UST leaks, we will conduct a BUSTR Tier 1 Investigation and Delineation, if necessary, to assess the extent and magnitude of soil and groundwater contamination, as well as potential for volatilization to indoor or outdoor air. All BUSTR-required forms will be completed and submitted based on the results of the assessment.

Task 5 - Sampling Locations Survey

We will retain the services of a local Ohio-licensed professional surveyor to survey the soil boring and monitoring well locations and elevations. This information will be required as part of the technical evaluations and modeling for the BUSTR closure process as well as for their ultimate issuance of the No Further Action (NFA) determination.

Task 6 - Tier 2 Evaluation / Interim Response Action

If the Tier 1 Investigation concludes that one or more COCs is present in soil or groundwater at a concentration exceeding an appropriate Action Level, a Tier 2 Evaluation may be necessary. The Tier 2 Evaluation phase allows for the modeling and calculation of Site-Specific Target Levels (SSTLs). Alternatively, Tier 2 Evaluation may be bypassed in lieu of Remedial Action or Interim Response Action. Depending on the nature and extent of the COCs, moving on to a remedial action may be more time and cost-effective than conducting more investigation and modeling. This is often true when COCs are present above Tier 1 Action Levels in shallow and relatively soils but not present in groundwater. Removal and disposal of affected soils may be an economical and timely approach to obtaining a No Further Action determination from BUSTR. Under this task, we will use our knowledge and judgment to assess which approach may be the most effective approach for this project.

Task 7 - No Further Action (NFA) Determination

Based on the output of the preceding tasks, we will prepare all the required reports documenting the work completed and analytical results for each of the aforementioned steps, with the goal of ultimately obtaining a No Further Action (NFA) declaration from BUSTR for the subject property.

PROPOSED BUDGET AND SCHEDULE

Our not-to-exceed budget for the proposed scope of services is presented in Table 1. Labor and expenses will be billed on a time and materials basis in accordance with a Professional Services Agreement to be executed with the City of Medina, Ohio.

We can begin working on this project immediately upon receiving the authorization to proceed from the City of Medina. The actual schedule will be dependent on the availability of the required subcontractors (geophysical surveyor, driller, Certified UST Installer, etc.); however, we anticipate being able to complete the project within 3-4 months. We can provide the City with a more detailed schedule for each project task following the completion and obtaining the results of the preceding task.

Thank you again for the opportunity to present our proposal and we look forward to hearing from you. If you have any questions or need any additional information, please do not hesitate to contact me at 614.314.0105 or dpinto@tandmassociates.com.

Sincerely,

T. Donald Pinto, PE, Ohio VAP CP
Vice President

TABLE 1
PROJECT COST SUMMARY
Former Yost Sunoco, 426 W. Liberty St., Medina, Ohio

TASK NO.	ACTIVITY	BUDGET
1	Geophysical Survey and Utility Clearance	\$7,500
2	Exploratory Trenching	\$15,000
3	UST Removal and Site Cleanup Activities	\$98,000
4	Tier 1 Investigation and Delineation	\$137,000
5	Sampling Locations Survey	\$5,500
6	Tier 2 Evaluation/Interim Removal Action	\$92,000
7	No Further Action (NFA) Determination	\$30,000
TOTAL PROJECT COST		\$385,000

EXHIBIT B
T&M ASSOCIATES
STANDARD TERMS AND CONDITIONS

Attachments included in this section:

1. Standard Terms and Conditions for Professional Services (6 pages).



STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (the "Services"). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (the "Additional Services") and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M in accordance with the payment terms herein, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M.

5. CONFIDENTIALITY.

All information which the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project which the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) if withholding such information could create risk of significant harm to the public. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Any information which is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes only. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but do not represent or warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for bids or construction, competitive bidding markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, and their respective subs, employees, or agents, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; or (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below

the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter, collectively, the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing.

10. HAZARDOUS CONDITIONS.

In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and / or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities.

11. INFORMATION PROVIDED BY CLIENT.

The Client shall provide to T&M all information known about the Project Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.

12. REPORTING REQUIREMENTS.

The Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the appropriate environmental Agency about conditions at the Project Site as set forth in state or federal laws, statutes or guidelines and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by laws, statutes, regulations or guidelines. In the event any condition is observed by the T&M Environmental Specialist that warrants a notification to the appropriate State Agency in accordance with State laws, statutes or guidelines, T&M will endeavor to notify the Client prior to notifying said Agency.

13. CLIENT NOTICE TO THIRD PARTIES.

The Client acknowledges that if the Client is not the Project Site owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person / entity responsible for conducting

remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by T&M, as defined within the proposed Scope of Services. Client will provide written consent of the Project Site owner for T&M to access the Project Site and to provide the environmental services proposed.

14. CLIENT DELAY OR TERMINATION OF REMEDIAL WORK.

The Client acknowledges that a State or Federal Agency may impose upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and / or party who is responsible for the remediation of a discharge at the Project Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Project Site, and relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any liability arising from the cessation of work. Furthermore, the Client acknowledges that the T&M Environmental Specialist has an obligation to notify the appropriate agencies that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with the environmental program.

15. REMEDIAL FAILURE.

The Client acknowledges that while the work performed by T&M shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedial failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. The Client agrees to release T&M from any liability arising from any future remedial failure.

16. ENVIRONMENTAL SPECIALIST TERMINATION OF SERVICES.

The Client acknowledges that the T&M may terminate services on this Project for any reason and the termination shall relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any further obligations or liability to continue work on the site. The Client acknowledges that the Client's failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Project Site.

17. USE OF ARTIFICIAL INTELLIGENCE.

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

18. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

19. CONSEQUENTIAL DAMAGES.

To the maximum extent permitted under applicable law, in no event shall T&M be liable in contract, tort, strict liability, or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

20. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity did not pay the insurance premium directly or indirectly, or (b) whether or not the person or entity had an insurable interest in the damaged property.

21. LIMITATION OF LIABILITY.

To the maximum extent permitted under applicable law, the Client and T&M agree that the total liability in contract, tort, strict liability or otherwise, in the aggregate, of T&M and T&M's officers, directors, employees, and agents to Client, and anyone claiming by, through, or under Client, for any and all losses, judgments, injuries, claims, expenses, costs and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on the Project. The Client hereby releases T&M from any liability above such amount.

22. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

23. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

24. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

25. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

26. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

27. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

28. SURVIVAL.

The express representations, waiver of consequential damages and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

29. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

30. ENTIRE AGREEMENT.

This Agreement (consisting of (1) *Proposal/Scope of Services* and (2) *Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or Additional Services, or any portion thereof, prior to the Client's execution of this Agreement, these terms and conditions, including the terms of payment herein, shall govern the Services and Additional Services, if any, performed by T&M and

shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

EXHIBIT C
T&M ASSOCIATES
SUMMARY OF STANDARD CHARGES

Attachments included in this section:

1. 2025 Fee Schedule (1 page).
2. Schedule of Miscellaneous Charges (1 page).



2025 FEE SCHEDULE

Billing Titles	Billing Rate/Hour
Technical and Field Staff Entry Level	\$75
Field Staff - Grade 1	\$80
Technical Staff - Grade 1, Administrative Support Staff	\$85
Field Staff - Grade 2	\$95
Technical Staff - Grade 2 Professional Entry Level	\$110
Field Staff - Grade 3	\$110
Technical Staff - Grade 3	\$120
Field Staff - Grade 4	\$120
Technical Staff - Grade 4 Professional I	\$140
Field Staff - Grade 5	\$140
Technical Staff - Grade 5 Professional II	\$150
Professional III Supervising Field Staff	\$160
Professional IV Supervising Technical Staff	\$180
Professional V (Field & Support)	\$180
Professional V	\$200
Supervising Professional Unit Supervisor, Professional VI	\$220
Group Manager Professional VII	\$240
Principal, Manager, Professional VIII, IX	\$250

Effective January 1, 2025



2025 FEE SCHEDULE

SCHEDULE OF MISCELLANEOUS CHARGES

CONTRACTED SERVICES including subconsultants,
contracted labor, sub professionals and
subcontractors.....Invoice
Cost

DIRECT EXPENSES

- **Disbursements to agencies, vendors & suppliers**
Including equipment, interstate transportation; permit, application,
review & similar fees; printing, plotting, reproduction, binding &
other graphic services; outside computer services; title, research and
data services; Courier and express services; project field office
expense; & out-of-state telephone costs.....Invoice
Cost
- **Other charges:**
 - Mileage** Commensurate
With IRS
Guidelines
 - Travel and Subsistence** Invoice
Cost

Effective January 1, 2025

ORDINANCE NO. 84-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE GUARANTEED MAXIMUM PRICE AGREEMENT NO. 3 WITH THE RUHLIN COMPANY, FOR WORK AT THE MEDINA MUNICIPAL COURTHOUSE, 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 the Guaranteed Maximum Price Agreement No. 3 between the City of Medina and The Ruhlin Company to approve the attached amendment to the base agreement to complete the balance of the project at the Medina Municipal Courthouse.
- SEC. 2:** That a copy of the Guaranteed Maximum Price Agreement No. 3 is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the estimated amount of \$7,924,189.00 are available as follows: \$2,008,383.00 in Account No. 301-0716-54412 and \$5,915,806.00 in Account No. 169-0716-54412.
- 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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to lock in costs and allow the project to continue without delay; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORD. 84-25
Ex. A



Great People. Proven Results.



GMP AMENDMENT #3

**Sitework, Carpentry, Finishes, Mechanical,
Electrical, Plumbing, Technology**

City of Medina

Medina Municipal Court Renovation

Project No. 24023



April 7, 2025



TABLE OF CONTENTS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #3

Sitework, Carpentry, Finishes, Mechanical, Electrical, Plumbing, Technology

Form of Guaranteed Maximum Price Amendment - Exhibit A

Project Cost Breakdown – Exhibit B
Project Budget and Cost Breakdown

Drawings & Specifications – Exhibit C
GMP Basis Document(s)

Assumptions & Clarifications – Exhibit D

Construction Schedule – Exhibit E

Allowances – Exhibit F

Alternates – Exhibit G not used

Unit Prices – Exhibit H not used

Staffing Plan – Exhibit I

Great People, Proven Results





EXHIBIT A – FORM OF AGREEMENT

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #3

**Sitework, Carpentry, Finishes, Mechanical, Electrical,
Plumbing, Technology**

Form of Guaranteed Maximum Price Amendment #3

Great People, Proven Results



EXHIBIT A

FORM OF GUARANTEED MAXIMUM PRICE AMENDMENT

GUARANTEED MAXIMUM PRICE AMENDMENT

Pursuant to Article 6 of the Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA® Document A133™ – 2019), dated as of August 26, 2024 (the "Agreement") between The City of Medina, ("Owner"), and The Ruhlin Company, an Ohio corporation ("Construction Manager" or "CMR"), Owner and Construction Manager desire to enter into this Guaranteed Maximum Price Amendment (this "Amendment") and establish a guaranteed maximum price for the Work (as defined in the Agreement and further herein). Therefore, Owner and Construction Manager agree as follows:

ARTICLE 1. GUARANTEED MAXIMUM PRICE

1. This Amendment covers the following Work: Sitework, Carpentry, Finishes, Mechanical, Electrical, Plumbing, Technology
2. Capitalized words and phrases used but not defined herein shall have the same meanings as are ascribed to such words in the Agreement.
3. The Architect on the project is Brandstetter Carroll, Inc. ("Architect").
4. Construction Manager's guaranteed maximum price for the Work described herein and the GMP Documents attached hereto, including the Cost of the Work, Construction Manager's Fee and the Construction Contingency with respect to such work is Seven Million, Six Hundred Seventy-Four Thousand, One Hundred Eighty-Nine (\$7,674,189.00).
5. The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT	DESCRIPTION	DATE	PAGES
A	Form of Guaranteed Maximum Price Amendment	04.07.25	2
B	Project Cost Breakdown	04.07.25	1
C	Drawings and Specifications upon which GMP #3 is based	02.28.25	6
D	Qualifications and Assumptions	04.07.25	5
E	GMP Schedule	04.07.25	3
F	Allowances	04.07.25	2
G	Alternates – not used	n/a	n/a
H	Unit Prices – not used	n/a	n/a
I	Staffing Plan	04.07.25	1

6. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
7. Except as specifically amended herein, all the provisions of the Agreement remain in full force and effect and all terms and conditions of the Agreement shall apply. In the event of an irreconcilable conflict between the terms of the Agreement and those of this Amendment, the terms of this Amendment shall control.
8. By execution of this Amendment, Construction Manager acknowledges that, as of the date of this Amendment, Construction Manager is not aware of, and has not reserved, any claim against the Owner.

This Amendment is entered as of the ____ day of _____, 2025.

OWNER:

CONSTRUCTION MANAGER:

THE CITY OF MEDINA, OHIO

THE RUHLIN COMPANY,
An Ohio corporation

By: _____
Dennis Hanwell
Mayor

By: _____
James L. Ruhlin, Jr., PE
President & CEO



EXHIBIT B – PROJECT COST BREAKDOWN

MEDINA MUNICIPAL COURTHOUSE


GMP AMENDMENT #3

Sitework, Carpentry, Finishes, Mechanical, Electrical, Plumbing, Technology

The Project Cost Breakdown incorporates the fully itemized general conditions, construction contingency, reimbursables, and associated fee in line with the basis documents.

Great People, Proven Results



SUMMARY OF PROBABLE COST					
Project:	CITY OF MEDINA MEDINA MUNICIPAL COURT RENOVATION				
Design:	Brandstetter Carroll Inc.				The Ruhlin Company
Phase:	GMP #3 - FINISHES, CARPENTRY, HVAC, PLUMBING, ELECTRICAL, TECHNOLOGY				
Date:	4/7/2025				
				Overall Area:	26,222 SF
BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE
31	SITE/EXTERIOR IMPROVEMENTS/UTILITIES				
	Fire Line Connection from Street - By City of Medina				\$0
	Landscaping - Plantings, Lawn, Maintenance, Warranty				\$15,727
	Concrete - Remove & replace front walk to building line, 2,900 sf				\$41,855
	CARPENTRY - COMBINED BID	26,222	SF	\$68.40	\$1,793,543
06	Carpentry, Casework, Millwork, Blocking				
08	Doors, Frames, Hardware, Windows				
09A	Drywall, Metal Studs, Acoustic Ceilings				
10	Window Shades, Toilet Partitions, Accessories, Column Replacement				
07	ROOFING	26,222	SF	\$0.96	\$25,100
	FLOORING	26,222	SF	\$11.96	
	Carpet				\$151,935
	Ceramic Wall & Floor Tile				\$82,200
	Terrazzo - Infills, Patching, Polishing				\$79,515
09	PAINTING	26,222	SF	\$5.84	\$153,111
21	FIRE SUPPRESSION	26,222	SF	\$10.34	\$271,005
	Added cost to bring underground line into building from 5' outside				\$9,000
22	PLUMBING	26,222	SF	\$26.35	\$691,000
	sawcut/backfill, tie-ins, supply, drain lines, equipment, fixtures				
23	HVAC & TEMP CONTROLS	26,222	SF	\$47.27	\$1,239,515
	Concrete equipment pads				\$13,445
	Cost for early startup/extended warranty on AHU & boilers to run in winter ahead of turnover				\$6,140
	Cost for added filter changes, air intake protection, added final unit cleaning				\$5,400
26	ELECTRICAL & FIRE ALARM	26,222	SF	\$34.03	\$892,335
27/28	TECHNOLOGY	26,222	SF	\$27.56	\$722,730
	Low voltage cabling, telephone room buildouts				
	cameras, card readers, devices, programming				
	ALLOWANCES	26,222	SF	\$21.74	
	Replacing any deteriorated wood trim at exterior to be painted				\$1,500
	Resetting sandstone panels and tuckpointing at front steps				\$5,000
	Repair or replace existing railing at front stairs entry				\$5,000
	Cutting in masonry openings for ductwork, louvers, installing lintels, masonry patching				\$20,000
	Added floor preparation to get floor level - additional surface grinding, floor infill material				\$50,000
	Replace ceilings in law library- required to install fire sprinkler lines, add plumbing runs overhead				\$16,000
	Clock at front canopy - currently not working. Investigate, repair, or replace				\$2,500
	Replace subfloor in north restrooms to accept new tile per RFI 21				\$25,000
	Patch existing walls at perimeter, shown to remain				\$25,000


Project: CITY OF MEDINA						
MEDINA MUNICIPAL COURT RENOVATION						
Design: Brandstetter Carroll Inc.						
Phase: GMP #3 - FINISHES, CARPENTRY, HVAC, PLUMBING, ELECTRICAL, TECHNOLOGY						The Ruhlin Company
Date: 4/7/2025						
				Overall Area:	26,222	SF
BP	DESCRIPTION - SCOPE OF WORK			SF COST	ESTIMATE	
	Remove existing wall finishes at perimeter of 2nd & 3rd floor shown to remain, new framing, insulation & drywall					\$100,000
	Supply and install audio/video systems - will require more coordination with Medina Court team to confirm specs					\$320,000
	Allowance for material escalations due to tariffs, trade war, supply chain constraints					\$150,000
7	GENERAL REQUIREMENTS	26,222	SF	\$7.40	\$194,095	
	SUBTOTAL OF ABOVE COSTS - TRADES WORK	26,222	SF	\$271.06	\$7,107,651	
	TOTAL DIRECT CONSTRUCTION	26,222	SF	\$271	\$7,107,651	
	CONSTRUCTION STAGE COMPENSATION					
	Ruhlin Staff	1	LS		\$213,047	
	General Conditions				\$128,344	
	CM Contingency	1.5%			\$111,736	
	CM Fee	1.5%			\$113,412	
	TOTAL CONSTRUCTION COSTS	26,222	SF	\$293	\$7,674,189	
	PROJECT SOFT COSTS (to be included by Owner)					
	a. Owner Contingency - Scope Changes or Unforeseen Conditions (5% recommended until framing complete)				Not Included	
	b. A/E Design Costs				Not Included	
	c. Testing and Inspections				Not Included	
	d. Costs for Relocating Owner's Salvage Furniture, Books, Etc..				Not Included	
	e. Temporary Power Consumption				Not Included	
	f. Temporary Water & Fuel Consumption				Not Included	



EXHIBIT C – BASIS DOCUMENTS - DRAWINGS

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #3

Structure, Remaining Packages

This GMP #3 is based on the following documents and specifications:

- Medina Municipal Courthouse Renovation
GMP #3 Structure, Remaining Packages
Prepared by: Brandstetter Carroll, Inc.

Date: 2/28/2025

See full detail attached



CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	02/28/25
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	02/28/25
G-101	FIRST AND SECOND FLOOR CODE PLANS	02/28/25
G-102	THIRD FLOOR CODE PLAN AND DETAILS	02/28/25
CIVIL		
C-100	SITE DEMOLITION PLAN	02/28/25
C-101	SITE UTILITY PLAN	02/28/25
LANDSCAPE		
L-101	LANDSCAPE PLANTING PLAN	02/28/25
STRUCTURAL		
S-001	GENERAL NOTES	02/28/25
S-002	GENERAL NOTES	02/28/25
S-101	FOUNDATION PLAN	02/28/25
S-102	SECOND FLOOR FRAMING PLAN	02/28/25
S-103	THIRD FLOOR FRAMING PLAN	02/28/25
S-104	ROOF FRAMING PLAN	02/28/25
S-105	PENTHOUSE FRAMING PLAN	02/28/25
S-301	SECTIONS	02/28/25
S-302	SECTIONS	02/28/25
S-310	TYPICAL FOUNDATION DETAILS	02/28/25
S-320	TYPICAL CONCRETE DETAILS	02/28/25
S-330	TYPICAL MASONRY DETAILS	02/28/25
S-340	TYPICAL STEEL DETAILS	02/28/25
ARCHITECTURAL		
A-002	WALL TYPES	02/28/25
A-101	FIRST FLOOR PLAN	02/28/25
A-101A	MEDINA CO. CH FIRST FLOOR LIMITED CONSTRUCTION PLAN	02/28/25
A-102	FIRST FLOOR DIMENSION PLAN	02/28/25
A-103	SECOND FLOOR PLAN	02/28/25
A-104	SECOND FLOOR DIMENSION PLAN	02/28/25
A-105	THIRD FLOOR PLAN	02/28/25
A-106	THIRD FLOOR DIMENSION PLAN	02/28/25
A-107	ROOF / PENTHOUSE PLAN	02/28/25
A-110	MEDINA CO. CH FIRST FLOOR RCP LIMITED CONSTRUCTION PLAN	02/28/25
A-111	FIRST FLOOR REFLECTED CEILING PLAN	02/28/25
A-112	SECOND FLOOR REFLECTED CEILING PLAN	02/28/25
A-113	THIRD FLOOR REFLECTED CEILING PLAN	02/28/25
A-201	EXTERIOR ELEVATIONS	02/28/25
A-202	EXTERIOR ELEVATIONS	02/28/25
A-301	BUILDING SECTIONS	02/28/25
A-302	BUILDING SECTIONS	02/28/25
A-311	WALL SECTIONS	02/28/25
A-312	WALL SECTIONS	02/28/25
A-401	ENLARGED COURTROOM PLANS AND DETAILS	02/28/25
A-403	ENLARGED TOILET PLANS AND DETAILS	02/28/25
A-404	TOILET ELEVATIONS	02/28/25
A-405	TOILET ELEVATIONS	02/28/25
A-406	ORIGINAL ENTRANCE / MAGISTRATE OFFICE, CLERK WINDOWS	02/28/25
A-501	PLAN DETAILS	02/28/25
A-502	SECTION DETAILS	02/28/25
A-601	DOOR SCHEDULE	02/28/25
A-602	DOOR TYPES & DETAILS	02/28/25

CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	02/28/25
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	02/28/25
A-603	DOOR DETAILS	02/28/25
A-606	WINDOW TYPES & DETAILS	02/28/25
A-701	CASEWORK & MILLWORK DETAILS	02/28/25
A-801	IN-CUSTODY ELEVATOR PLANS AND DETAILS	02/28/25
A-802	STAFF AND PUBLIC ELEVATOR PLANS AND DETAILS	02/28/25
A-901	FIRST FLOOR SIGNAGE PLAN	02/28/25
A-902	SECOND FLOOR SIGNAGE PLAN	02/28/25
A-903	THIRD FLOOR SIGNAGE PLAN	02/28/25
A-904	SIGNAGE TYPES	02/28/25
A-905	INTERIOR SIGNAGE ELEVATIONS AND DETAILS	02/28/25
FIRE PROTECTION		
FP-001	FIRE PROTECTION SYMBOL LEGEND AND NOTES	02/28/25
FP-101	FIRST FLOOR FIRE PROTECTION PLAN	02/28/25
FP-102	SECOND FLOOR FIRE PROTECTION PLAN	02/28/25
FP-103	THIRD FLOOR FIRE PROTECTION PLAN	02/28/25
FP-104	ROOF FIRE PROTECTION PLAN	02/28/25
PLUMBING		
P-001	PLUMBING SYMBOL LEGAND AND NOTES	02/28/25
P-100	UNDERSLAB PLUMBING PLAN	02/28/25
P-101	FIRST FLOOR SANITARY, STORM AND VENT PLAN	02/28/25
P-102	SECOND FLOOR SANITARY, STORM AND VENT PLAN	02/28/25
P-103	THIRD FLOOR SANITARY, STORM AND VENT PLAN	02/28/25
P-104	PENTHOUSE/ROOF SANITARY, STORM AND VENT PLAN	02/28/25
P-201	FIRST FLOOR DOMESTIC WATER AND GAS PLAN	02/28/25
P-202	SECOND FLOOR DOMESTIC WATER PLAN	02/28/25
P-203	THIRD FLOOR DOMESTIC WATER PLAN	02/28/25
P-401	ENLARGED PLUMBING PLANS	02/28/25
P-402	ENLARGED RESTROOM PLUMBING PLANS	02/28/25
P-403	ENLARGED RESTROOM PLUMBING PLANS	02/28/25
P-501	PLUMBING DETAILS	02/28/25
P-701	PLUMBING SCHEDULES	02/28/25
P-901	PLUMBING ISOMETRICS	02/28/25
MECHANICAL		
M-001	MECHANICAL SYMBOL LEGENDS AND NOTES	02/28/25
M-101	FIRST FLOOR MECHANICAL PLAN	02/28/25
M-102	SECOND FLOOR MECHANICAL PLAN	02/28/25
M-103	THIRD FLOOR MECHANICAL PLAN	02/28/25
M-104	PENTHOUSE/ROOF MECHANICAL PLAN	02/28/25
M-201	FIRST FLOOR MECHANICAL PIPING PLAN	02/28/25
M-202	SECOND FLOOR MECHANICAL PIPING PLAN	02/28/25
M-203	THIRD FLOOR MECHANICAL PIPING PLAN	02/28/25
M-204	PENTHOUSE MECHANICAL PIPING PLAN	02/28/25
M-301	MECHANICAL SECTION PLANS	02/28/25
M-401	ENLARGED MECHANICAL PLANS	02/28/25
M-501	MECHANICAL DETAILS	02/28/25
M-502	MECHANICAL DETAILS	02/28/25
M-601	MECHANICAL CONTROLS	02/28/25
M-602	MECHANICAL CONTROLS	02/28/25
M-701	MECHANICAL SCHEDULES	02/28/25
ELECTRICAL		
E-001	ELECTRICAL SYMBOL LEGEND	02/28/25

CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



NUMBER	DESCRIPTION	DATE / ISSUED
GENERAL		
G-000	COVER SHEET	02/28/25
G-001	GENERAL INFO, DRAWING INDEX & CODE DATA	02/28/25
E-002	ELECTRICAL GENERAL NOTES	02/28/25
E-101	FIRST FLOOR LIGHTING PLAN	02/28/25
E-102	SECOND FLOOR LIGHTING PLAN	02/28/25
E-103	THIRD FLOOR LIGHTING PLAN	02/28/25
E-104	ROOF LIGHTING PLAN	02/28/25
E-200	OVERALL BUILDING POWER PLAN	02/28/25
E-201	FIRST FLOOR POWER PLAN	02/28/25
E-202	SECOND FLOOR POWER PLAN	02/28/25
E-203	THIRD FLOOR POWER PLAN	02/28/25
E-204	ROOF POWER PLAN	02/28/25
E-300	FIRE ALARM NOTES, LEGEND AND DETAILS	02/28/25
E-301	FIRST FLOOR FIRE ALARM PLAN	02/28/25
E-302	SECOND FLOOR FIRE ALARM PLAN	02/28/25
E-303	THIRD FLOOR FIRE ALARM PLAN	02/28/25
E-304	ROOF FIRE ALARM PLAN	02/28/25
E-305	FIRE ALARM RISER AND SEQUENCE OF OPERATIONS	02/28/25
E-401	ENLARGED ELECTRICAL PLANS	02/28/25
E-501	LIGHTING CONTROL DETAILS	02/28/25
E-511	POWER DETAILS AND DIAGRAMS	02/28/25
E-601	ELECTRICAL ONE LINE DIAGRAM - NORMAL NEW WORK	02/28/25
E-602	ELECTRICAL ONE LINE DIAGRAM - EMERG. NEW WORK	02/28/25
E-701	LUMINAIRE SCHEDULE	02/28/25
E-711	ELECTRICAL PANEL SCHEDULES	02/28/25
E-712	ELECTRICAL PANEL SCHEDULES	02/28/25
E-713	ELECTRICAL PANEL SCHEDULES	02/28/25
TECHNOLOGY		
T-001	TECHNOLOGY SYMBOL LEGEND AND NOTES	02/28/25
T-100	OVERALL BUILDING PATHWAYS AND SPACES PLAN	02/28/25
T-201	FIRST FLOOR TECHNOLOGY PLAN	02/28/25
T-202	SECOND FLOOR TECHNOLOGY PLAN	02/28/25
T-203	THIRD FLOOR TECHNOLOGY PLAN	02/28/25
T-401	TECHNOLOGY ENLARGED PLANS	02/28/25
T-501	TECHNOLOGY DETAILS	02/28/25
T-502	TECHNOLOGY DETAILS	02/28/25
T-601	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-602	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-603	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-604	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-605	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-606	TECHNOLOGY RISER DIAGRAMS	02/28/25
T-607	TECHNOLOGY RISER DIAGRAMS	02/28/25

CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
DIVISION 01 - SPECIFICATIONS - not provided		
DIVISION 03 - CONCRETE - not provided		
DIVISION 04 - MASONRY		
042000	Unit Masonry	February 2025
DIVISION 05 - METALS		
054000	Cold-Form Metal Framing	February 2025
055000	Metal Fabrications	February 2025
DIVISION 06 - WOODS, PLASTICS, AND COMPOSITES		
061600	Sheathing	February 2025
064023	Interior Architectural Woodwork	February 2025
064116	Plastic-Laminate-Clad Architectural Cabinets	February 2025
064216	Flush Wood Paneling	February 2025
066100	Architectural Fiberglass Column Covers	February 2025
066400	Plastic Paneling	February 2025
DIVISION 07 - THERMAL AND MOISTURE CONTROL		
071416	Cold Fluid Applied Waterproofing	February 2025
072100	Thermal Insulation	February 2025
078413	Pentrated Firestopping	February 2025
078200	Joint Sealants	February 2025
DIVISION 08 - OPENINGS		
081113	Hollow Metal Doors and Frames	February 2025
081416	Flush Wood Doors	February 2025
085200	Wood Windows	February 2025
088000	Glazing	February 2025
DIVISION 09 - FINISHES		
092900	Gypsum Board	February 2025
093005	Floor Transitions	February 2025
093013	Tiling	February 2025
095123	Acoustical Tile Ceilings	February 2025
096513	Resilient Base & Accessories	February 2025
096519	Resilient Tile Flooring	February 2025
096813	Tile Carpeting	February 2025
099123	Interior Painting	February 2025
099300	Staining and Transparent Finishing	February 2025
DIVISION 10 - SPECIALTIES		
101400	Signage	February 2025
102113.17	Phenolic- Core Toilet Compartments	February 2025
102800	Toilet, Bath & Laundry Accessories	February 2025
104413	Fire Extinguisher Cabinets	February 2025
104416	Fire Extinguisher	February 2025
DIVISION 11 - EQUIPMENT		
111900	Detention Equipment	February 2025
DIVISION 12 - FURNISHINGS		
122413	Roller Window Shades	February 2025
123661.16	Solid Surfacing Countertops	February 2025
DIVISION 13 - SPECIAL CONSTRUCTION		
130700	Bullet Resistant Fiberglass	February 2025
DIVISION 14 - CONVEYING EQUIPMENT		
142123.16	Machine Room-less Electric Traction Passenger Elevators	February 2025
DIVISION 21 - FIRE SUPPRESSION		

CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
210500	Common Work Results for Fire Suppression	February 2025
211313	Wet-Pipe Sprinkler System	February 2025
211316	Dry-Pipe Sprinkler System	February 2025
DIVISION 22 - PLUMBING		
220500	Common Work Results for Plumbing	February 2025
230513	Common Motor Requirements for Plumbing Equipment	February 2025
220519	Meters and Gages for Plumbing Piping	February 2025
220523	General Duty Valves for Plumbing Piping	February 2025
220529	Hangers and Supports for Plumbing	February 2025
220553	Identification for Plumbing Piping and Equipment	February 2025
220700	Plumbing Isolation	February 2025
221116	Domestic Water Piping	February 2025
221123	Domestic Water Pumps	February 2025
221316	Sanitary Waste and Vent Piping	February 2025
221319	Sanitary Waste Piping Specialties	February 2025
221429	Sump Pumps	February 2025
221616	Natural Gas Piping	February 2025
223400	Fuel-Fired, Domestic Water Heaters	February 2025
224000	Plumbing Fixtures	February 2025
224700	Water Coolers	February 2025
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING		
230500	Common Work Results for HVAC	February 2025
230513	Common Motor Requirements for Plumbing Equipment	February 2025
230514	Variable Frequency Motor Controllers	February 2025
230516	Expansion Fittings and Loops for HVAC Piping	February 2025
230519	Meters and Gages for HVAC	February 2025
230523	General-Duty Valves for HVAC	February 2025
230529	Hangers and Supports for HVAC	February 2025
230548	Vibration Controls for HVAC	February 2025
230553	Identification for HVAC	February 2025
230593	Testing, Adjusting, and Balancing	February 2025
230700	HVAC Insulation	February 2025
230923	Direct Digital Control Systems for HVAC	February 2025
232113	Hydronic Piping	February 2025
232123	Hydronic Pumps	February 2025
232300	Refrigerant Piping	February 2025
232500	HVAC Water Treatment	February 2025
233113	Metal Ducts	February 2025
233300	Air Duct Accessories	February 2025
233423	HVAC Power Ventilators	February 2025
233600	Air Terminal Units	February 2025
233713	Diffusers, Registers & Grilles	February 2025
235216	Condensing Boilers	February 2025
236200	Condensing Units	February 2025
237313	Modular Indoor Air-Handling Units	February 2025
238126	Split-System Air-Conditioners	February 2025
238239	Unit Heaters	February 2025
DIVISION 25 - INTEGRATED AUTOMATION - not provided		
DIVISION 26 - ELECTRICAL		
260101	Electrical Demolition	February 2025

CITY OF MEDINA COURTHOUSE RENOVATION

100% CONSTRUCTION DOCUMENTS GMP 3

PROJECT: MEDINA MUNICIPAL COURTHOUSE RENOVATION



SPEC. NO.	DESCRIPTION	DATE
260126	Testing of Electrical Systems	February 2025
260500	Common Work Results for Electrical	February 2025
260519	Low-Voltage Electrical Power Conductors and Cables	February 2025
260523	Control-Voltage Electrical Power Cables	February 2025
260526	Grounding and Bonding for Electrical Systems	February 2025
260529	Hangers and Supports for Electrical Systems	February 2025
260533	Raceways and Boxes for Electrical Systems	February 2025
260543	Underground Ducts and Raceways for Electrical Systems	February 2025
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	February 2025
260553	Identification for Electrical Systems	February 2025
260573	Electrical Systems Studies	February 2025
260923	Lighting Control Devices	February 2025
262200	Low-Voltage Transformers	February 2025
262416	Panelboards	February 2025
262726	Wiring Devices	February 2025
262813	Fuses	February 2025
262816	Enclosed Switches and Circuit Breakers	February 2025
262913	Enclosed Controllers	February 2025
264113	Lighting Protection for Structures	February 2025
264313	Surge Protecting Devices	February 2025
265100	Interior Lighting	February 2025
265600	Exterior Lighting	February 2025
DIVISION 27 - COMMUNICATIONS - not provided		
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - not provided		
DIVISION 31 - EARTHWORK - not provided		
DIVISION 32 - EXTERIOR IMPROVEMENTS - not provided		
329200	Turf & Grasses	February 2025
329300	Plants	February 2025
DIVISION 33 - UTILITIES - not provided		

EXHIBIT D - ASSUMPTIONS & CLARIFICATIONS



General Assumptions / Clarifications

1. The GMP is based upon the terms and conditions of these Assumptions and Clarifications. These assumptions and clarifications shall be read in the context of the other Contract Documents and shall be interpreted to be consistent with other Contract Documents, if possible, but these clarifications and assumptions take precedence over any other Contract Documents in the event of a clear and irreconcilable conflict.
2. It is assumed the Contract Documents issued by Brandstetter Carroll, Inc. comply with all applicable laws, codes (including the latest City, State, or Federal Approved Building Codes), and regulations of various governmental entities having jurisdiction over this project. The GMP excludes the cost of correcting any code violations or requests from building inspectors should they be encountered during construction, unless detailed in the contract documents.
3. GMP schedule is based on Medina City Council providing Ruhlin with approval on GMP #3 on or before April 30, 2025.
4. Applicable performance and payment bonds and Builder's Risk Insurance costs are included on the GMP as being provided by The Ruhlin Company.
5. The GMP is based on the Project Schedule with Date of April 7, 2025 and attached as Exhibit E to the GMP Amendment. The schedule is a baseline project schedule. Modifications and refinement to this schedule will be made based on Owner, Architect and Subcontractor coordination. Any work performed or contracted directly by the Owner, will be coordinated with Ruhlin in sufficient time to avoid impacting the overall Construction Progress Schedule or affecting specific Subcontract activities.
6. The GMP is based upon receiving all document deliverables from the Owner and Architect per the Project Schedule. A/E review period of Submittals shall not exceed (14) calendar days, A/E response time to Requests for Information shall not exceed (7) calendar days. Change Order pricing, change order proposal reviews and other deliverables that may have schedule implications; critical items requiring compressed review timeframes, will be identified on the submittal register and discussed during the weekly project team meetings.
7. The GMP is based on cooperation of the City of Medina Building Department, EPA and other AHJ's to allow continuation of the Work per the Project Schedule. Any impacts to the Project Schedule associated with the aforementioned entities may require time extensions and will be addressed on a case-by-case basis.
8. Ruhlin reserves the right to optimize the sequence of construction at any time. This may include re-arranging construction activities, adjustment of activity durations, and any other changes which will not affect the final delivery dates.

9. The GMP assumes that design changes will not be allowed on shop drawings/submittals or RFI responses without also issuing a Bulletin to the GMP basis documents. This is required so that all trade contractors are also made aware of the design changes that may impact on their work. In addition, this will ensure final design documents include subsequent design revisions for Medina City's records.
10. This GMP is based on all specified equipment and materials fitting within the dimensioned spaces identified on the documents, including all required tolerances and clearances.
11. The following items are to be provided by Owner and/or A/E:
 - a. CAD files, Drawings and Specifications in electronic format suitable for distribution at no cost.
 - b. All project related Professional Services, including environmental testing, third party Commissioning, air sampling for LEED, Special Inspections and Testing Services (soils, concrete, steel, masonry, curtain wall, fireproofing, Fire stopping, chamber testing, roofing, etc.).
 - c. Plan review fees, permitting and inspection costs.
 - d. All site, SWPPP, grading, building permit fees.
 - e. Utility tap, inspection fees, and capacity fees.
12. No shift work or overtime has been included based on the Project Schedule.
13. In the event, The Ruhlin Company needs to perform additional work to recover days, the following guidelines will be utilized for CMr Contingency:
 - a. Hours performed by the contractor greater than 40 cumulative hours for the week shall be considered overtime hours.
 - b. Hours worked by the contractor on a Saturday, regardless of total accumulated hours from the given work week are considered overtime hours.
14. All extended Subcontractor and Manufacturer warranties shall be "pass-through" warranties from the appropriate party; extended warranties by Ruhlin are not included in the GMP.
15. All contract and project documentation between the CM and the Owner will be electronically delivered. This includes all closeout documents, as-builts, O&M manuals, warranties, etc.
16. GMP is per the stated scope of work. However, this and any future GMP's will be cumulative, not mutually exclusive. The costs associated with items such as staffing, GC's, General Requirements, Contingency, etc. for the current GMP can be used in future GMP's. For example, contingency identified in this GMP can be utilized for items covered under future GMP Scope of Work.
17. All costs associated with Winter Weather Conditions, to include but not limited to: temporary heaters, fuel, admixtures, accelerators, hot water, blankets, tarps shall be covered under an allowance within GMP.
18. If add alternates are selected after the GMP approval, the completion date for the project will be reviewed on a case-by-case basis as some alternates could impact the schedule. All costs for alternates not accepted at the time of the GMP submission will need to be reevaluated after GMP approval if accepted.
19. The GMP Proposal pricing is based on the understanding that the entire project is sales tax-exempt as allowable under Ohio Revised Code and per Owner-issued certificate.

20. All loose furnishings or other items the Owner wants to salvage from the building shall be completed no later than February 25, 2025.

General Exclusions

1. Costs for any additional requirements, taxes, tariffs, or fees imposed under any statute, becoming effective after the date of the GMP Amendment.
2. The GMP does not assume any responsibility for the current conditions or integrity of the existing storm, sanitary, water, gas, or other existing utilities within or adjacent to the project.
3. The GMP does not include unforeseen impacts that may result from the COVID-19 or similar Coronavirus pandemic-like scenarios. We will take steps to minimize the cost or schedule impacts. This could include material lead times increasing, specific items becoming unavailable, availability of labor forces or other unknown impacts.
4. The GMP assumes that all items outside of the proposed work are code compliant. We do not include work to correct any deficiencies on site or in the existing structures beyond what has been identified in the basis documents of this GMP.
5. Private utility locating services are excluded. Ruhlin will contact OUPS to locate the existing utilities. Relocation, repairs or replacement of existing unidentified or unknown underground utilities, not shown to be performed within the basis documents, will be performed as change order work.
6. The GMP assumes the cost to eliminate any underground obstructions present on the site as unforeseen conditions, to be paid by the Owner.
7. No mock-ups are included in the GMP. Mock-up design drawings are to be prepared and provided by the Brandstetter Carroll, Inc. Change order pricing will be prepared for review/approval once mock-ups are identified.
8. No Pre-Construction Testing has been included in the GMP. Brandstetter Carroll, Inc. is to generate a list of desired systems that require pre-construction tests, with associated ASTM, ANSI, SMACNA, etc., industry standard and references.
9. Photographic Documentation of the Work is excluded.
10. Dumpsters for any Owner vendors and furnishings, fixtures and equipment.
11. The cost of the building permit is not included. It is assumed that any required demo and building permits will be in place to allow for the start of construction per the schedule. Contractor registration is required by City of Medina building department and has been included.

GMP #3 Clarifications.

1. Concrete walk removal and replacement at front of building is not called out in plans or specifications. GMP #3 includes removal of existing concrete sidewalk areas and replacement of approximately 2,900 sf of 4" concrete on granular base with mesh. No added coloring or special finishing is included.
2. No wood trim is shown to be replaced at upper areas of building exterior. An allowance of \$1,500 is recommended for labor & material to replace any deteriorated wood trim.
3. Existing sandstone pieces at sides of front steps are pushed out and in need of tuckpointing and resetting. An allowance of \$5,000 is recommended for labor & material to reset the sandstone and tuckpoint the joints.
4. Existing railing at the front steps is corroded and showing wear. An allowance of \$5,000 is recommended for labor & material to repair or replace the railing.
5. HVAC drawings show 8 locations at ground floor and 2 at penthouse where new louvers or duct penetrations are to be cut into block walls. An allowance of \$20,000 is included in the HVAC scope for sawcutting, demolition, lintels and masonry repairs.
6. GMP #3 pricing includes single crane mobilization to rig existing demolition materials down and set new HVAC equipment on the roof. This crane mobilization will be planned with City of Medina well in advance and carefully coordinated to minimize traffic impacts by starting at 6am but weekend/overtime work was not accounted for.
7. GMP #3 base pricing includes standard floor preparation for installing carpet & floor tile. Minor floor preparation and skim coating is assumed in subcontractor quote but much more floor leveling and surface preparation will be required to level various floors, infill demolished wall areas and old imperfections. An allowance of \$50,000 is recommended for labor and material for added floor preparation, which is just under \$2/sf. Ruhlin would carry this allowance separately for tracking outside the flooring contract.
8. Existing ceiling in law library is shown to remain but will need to be taken down to install new sprinkler lines and run plumbing above. An allowance of \$16,000 is recommended for labor & material to replace ceilings in this area with new (1,400 sf x \$12/sf).
9. Project plans indicate clock at penthouse is to be repaired. Currently no scope or manufacturer is available to quote repair or replacement. Allowance of \$2,500 is recommended for this work.
10. RFI #21 regarding existing plywood subfloor in deteriorated condition at north restrooms on 2nd & 3rd floor. Existing conditions will likely require the subfloor to be removed and replaced with new layers of subflooring. These costs are not in any bid package currently. An allowance of \$25,000 is recommended for this work.
11. RFI #25 regarding existing wall finishes to remain at perimeter walls on 2nd and 3rd floors. Existing conditions will likely require the finishes to be taken down to the block wall, then framed, insulated and new drywall hung and finished. An allowance of \$25,000 for patching the existing walls is currently in the carpentry package. An allowance of \$100,000 to completely remove the existing finishes, then reframe, insulate, hang and finish new drywall is recommended for this work.
12. RFI 28 regarding dimensions for concrete pads in mechanical room. No dimensions are shown. Concrete contractor is carrying 5 separate pads, 10'x10' in his pricing. Additional pads or dimensions are not included.

13. At bid time, the Audio/Video specifications were not clear enough to get complete bidding. An allowance of \$320,000 is recommended for this work.



EXHIBIT E – CONSTRUCTION SCHEDULE

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #3

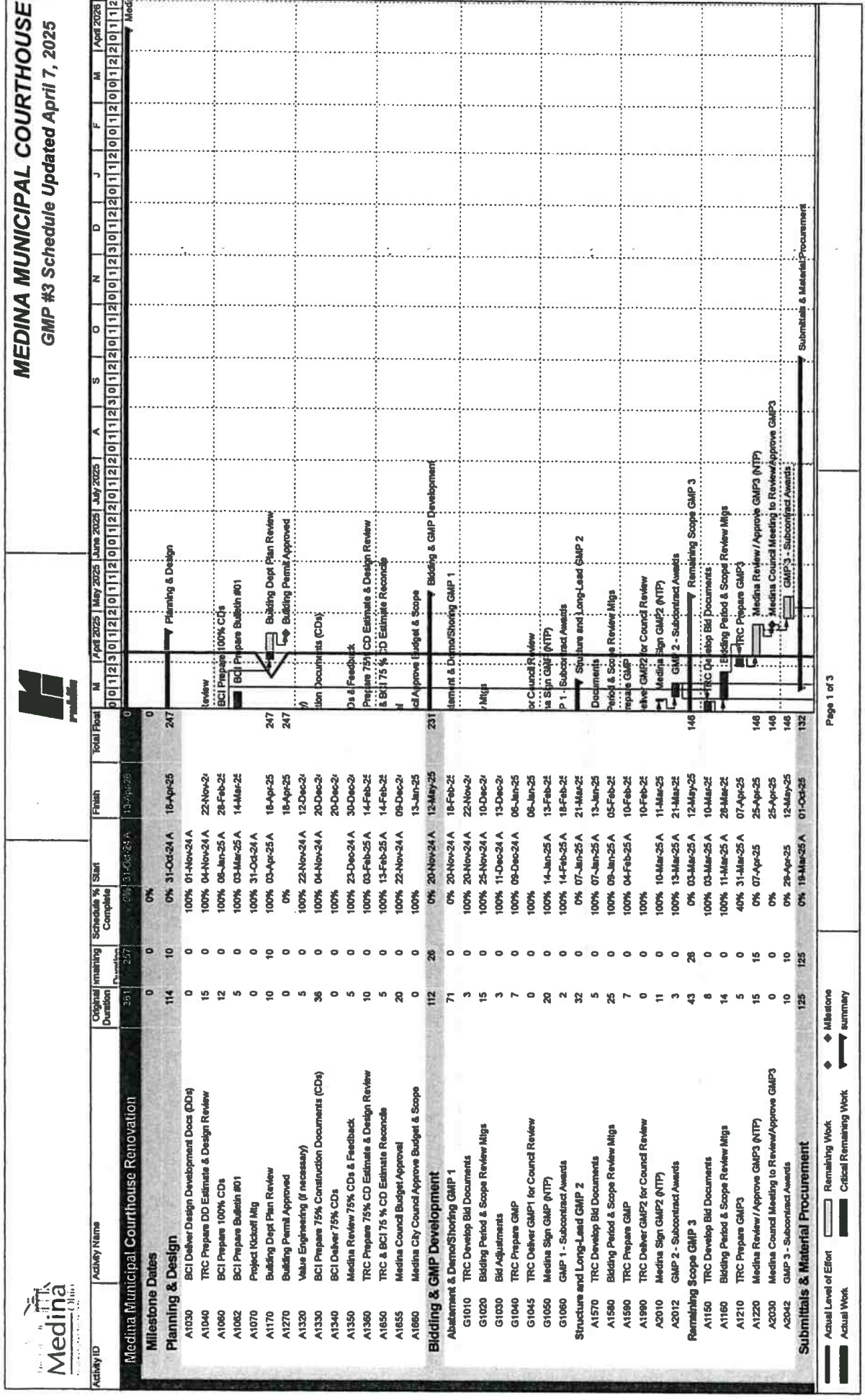
Sitework, Carpentry, Finishes, Mechanical, Electrical, Plumbing, Technology

The Construction Progress Schedule includes anticipated and projected Finish Milestone dates at this time. The dates and time periods pertinent to this GMP Amendt #3:

- Ruhlin to Deliver GMP to Medina City CouncilApril 7, 2025
- Medina City Council to sign GMP, NTPApril 29, 2025
- Begin wall layout for metal stud framing.....July 3, 2025
- Begin hanging drywall for interior wall partitions.....August 29, 2025
- Elevator inspection for temporary use.....November 25, 2025
- Substantial Completion.....March 13, 2026

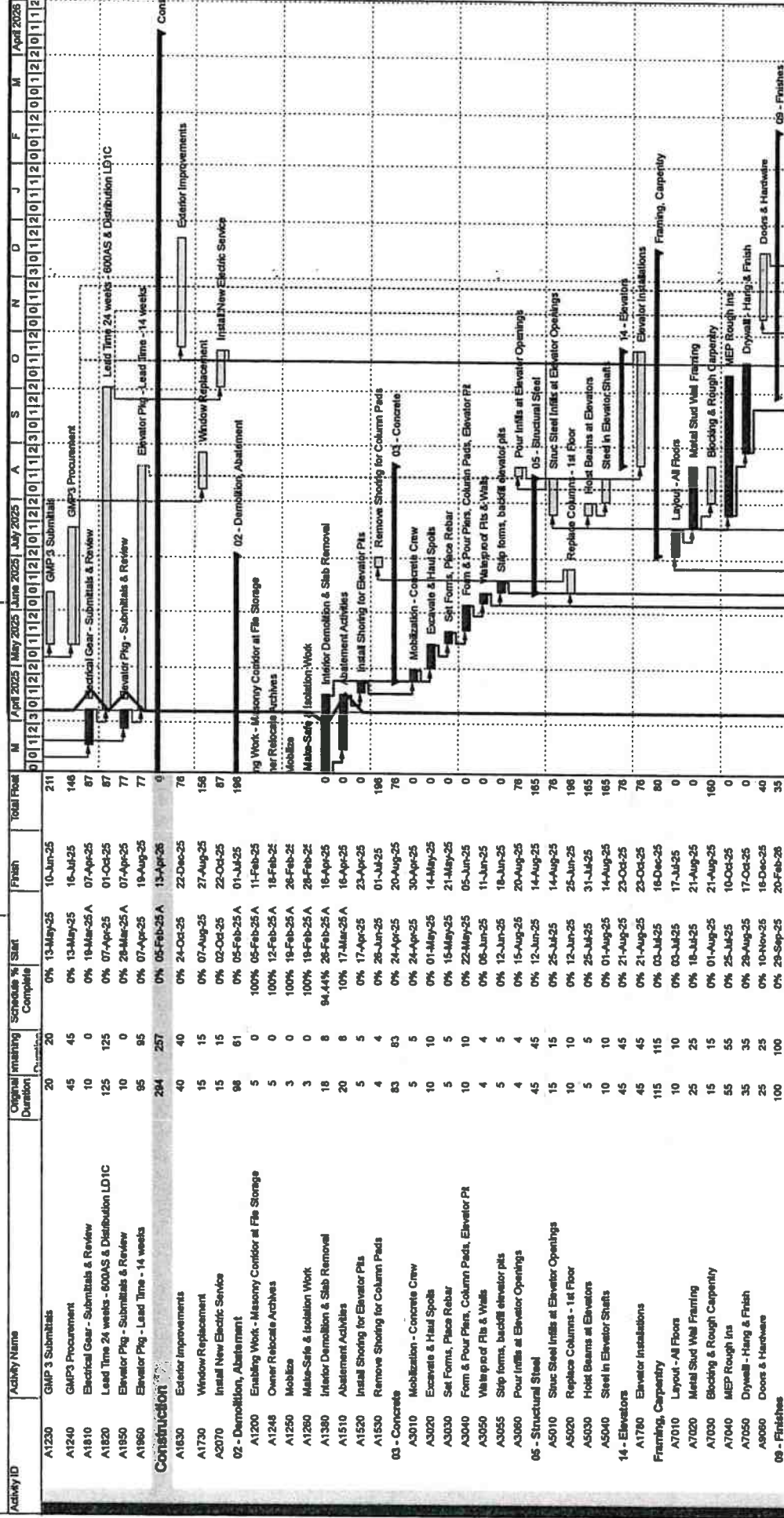
Great People, Proven Results





MEDINA MUNICIPAL COURTHOUSE

GMP #3 Schedule Updated April 7, 2025



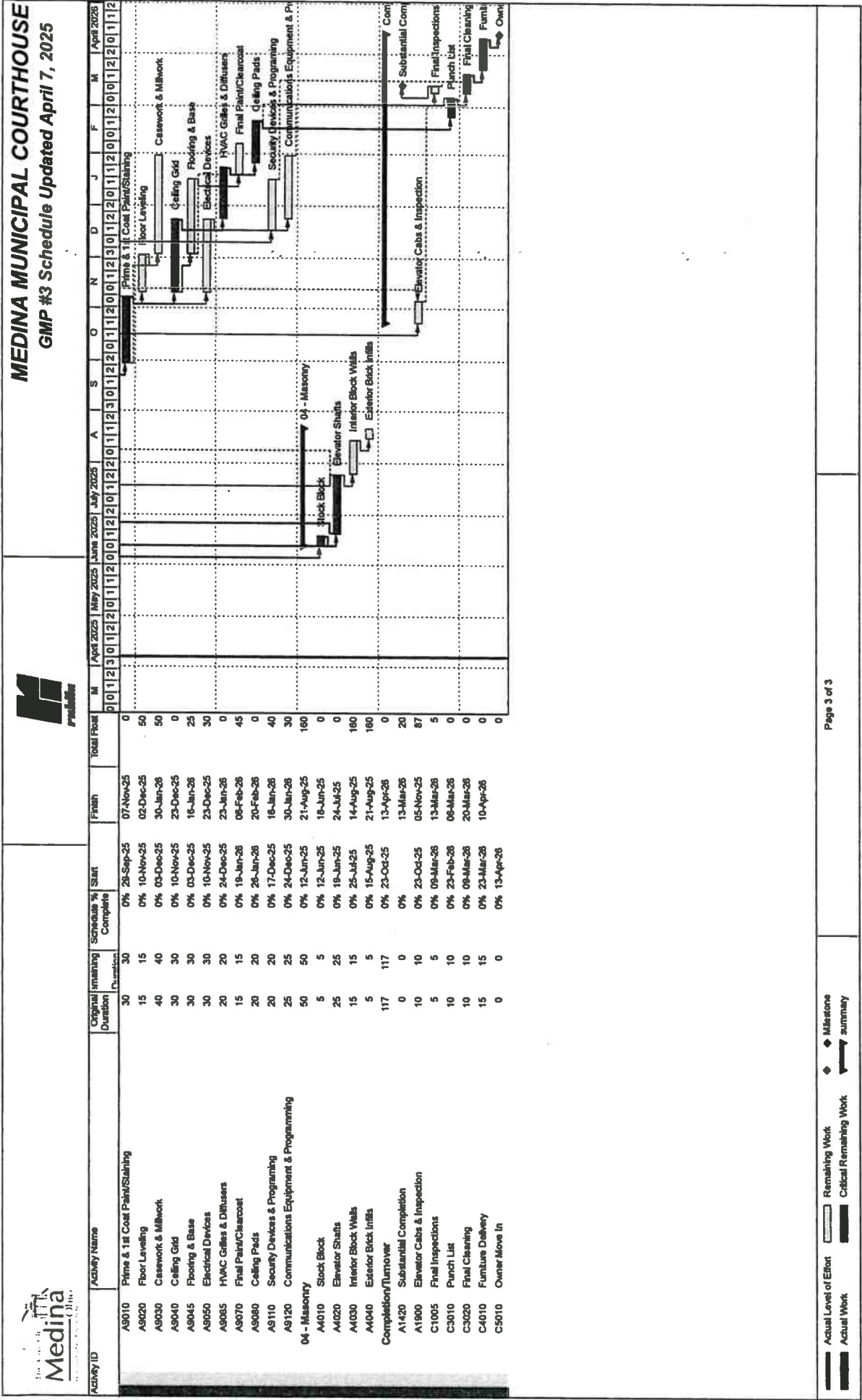




EXHIBIT F – OWNER ALLOWANCES

MEDINA MUNICIPAL COURTHOUSE

GMP AMENDMENT #3

Sitework, Carpentry, Finishes, Mechanical, Electrical, Plumbing, Technology

Below is a list of ALLOWANCES included within this Guaranteed Maximum Price Amendment submission.

All allowance expenditures require the review and prior approval of the Owner. CMR agrees to track, document, and communicate to Owner, all allowances included in this GMP, used and unused. Any unused Allowances shall be credited back to the Owner in the form of a deduct change order prior to request for final payment. Any costs to provide the listed services more than the amounts listed below will result in an increase change order to Ruhlin.

Allowances included within the Construction Manager's scope of work:

1. Allowance of \$1,500 for replacing wood trim at exterior of building
2. Allowance of \$5,000 for resetting sandstone and tuckpointing at front entry
3. Allowance of \$5,000 for repair or replacement of existing railing at front steps
4. Allowance of \$20,000 for cutting, patching and lintels for HVAC louvers and ductwork
5. Allowance of \$50,000 for floor preparation, infill, grinding.
6. Allowance of \$16,000 for replacing ceilings in law library area.
7. Allowance of \$2,500 for clock repair/replacement at front canopy.
8. Allowance of \$25,000 for subfloor replacement in 2nd & 3rd floor restrooms at north end

Great People, Proven Results



9. Allowance of \$25,000 for wall patching/skim coating existing perimeter wall finishes indicated to remain.
10. Allowance of \$100,000 for full removal of remaining wall finishes at perimeter of 2nd and 3rd floor shown to remain, then frame, insulate, hang/finish drywall.
11. Allowance of \$500,000 for audio/video devices – supply, install and programming. Specifications were not clear enough at time to get complete bidding. This allowance is very conservative to work with various vendors and develop the spec to get a complete package.
12. Allowance of \$150,000 for any material supply constraints or escalations due to tariffs, trade wars, global supply chain issues unforeseen at time of GMP. This will be resolved by mid summer 2025.

The Ruhlin Company		2024				2025												2026				Total	Rate	Total
Employee	Position Title	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Nov	Dec	Jan	Feb	Mar	Apr	Job Hours	*(\$/Hr)	Labor Cost
Brady Oaks	Project Executive												5%	5%	5%	5%	5%	5%	5%	5%	5%	45		w/OH
CONSTRUCTION													40%	40%	40%	40%	40%	40%	40%	40%	40%	452	\$100.00	\$ 45,200
Mike Schumaker	Senior Project Manager												100%	100%	100%	100%	100%	100%	100%	100%	100%	1284	\$87.00	\$ 111,708
Lee Cheeser	Superintendent												100%	100%	100%	100%	100%	100%	100%	100%	100%	1284	\$85.00	\$ 70,520
Ell Walker	Project Engineer												5%	5%	5%	5%	5%	5%	5%	5%	5%	72	\$0.00	w/OH
Bill Whittaker	Safety Director						0	0	0	0	0	0	9	9	9	9	9	9	9	9	0			
																				Subtotal	\$	213,047		
																				*Rates not increased for 2026				
																				3,137	Hours	\$	213,047	
																				This Project's Total Staff Costs for Construction Key Personnel			\$	213,047

ORDINANCE NO. 85-25

**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>
104-0301-53313	534.74 *

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

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor