

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

April 13, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Public Hearing:

To consider amendments to Section 1133.04 of the Codified Ordinances to allow the following Conditionally Permitted Uses in the C-1 zoning district: (1) Conference Center, Banquet Facility or Meeting Hall less than or equal to 5,000 square feet in size. (2) Restaurant with Drive-In or Drive-Through, and (3) Retail Business less than or equal to 20,000 square feet in size. These amendments would make the three Conditionally Permitted Uses available to all properties zoned C-1.

Call to Order.

Roll Call.

Reading of minutes. (March 23, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Ord. 37-26 (THIRD READING)

An Ordinance amending Section 1133.04 of the Zoning Code of the Codified Ordinances of the City of Medina, Ohio relative to Conditionally Permitted Uses.

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: Ord. 57-26, Ord. 58-26, Ord. 59-26, Ord. 60-26, Ord. 61-26

Ord. 57-26

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 Repealing Ordinance No. 169-25, passed October 14, 2025.

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Ord. 58-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1062, the Prospect Street Bridge Replacement Project.

Ord. 59-26

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the State Road Project, Job #1099.

Ord. 60-26

An Ordinance amending Sections 31.02 (B)(1) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Parks Department Laborer Positions.

Ord. 61-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget)

Council comments:

Adjournment.

MEDINA CITY COUNCIL
Monday, March 23, 2026

Call to Order:

Medina City Council met in regular session on Monday, March 23, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by President John Coyne, who also led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: R. Haire, E. Isabella, B. Lamb, C. Simmons, J. Coyne, and N. DiSalvo. Dennie Simpson was not in attendance.

Also present were the following members of the Administration: Mayor Shields, Greg Huber, Keith Dirham, Nino Piccoli, Patrick Patton, Chief Kinney, Chief Walters, Janson Wehrley, Kathy Patton, Andrew Dutton, Dan Gladish, Matt Tomek and Joe Toth.

Reading of Minutes:

Ms. Haire moved that the minutes from the meeting on March 9th as prepared and submitted by the Clerk of Council be approved, seconded by Mr. Simmons. The roll was called and the motion passed with the yea votes of E. Isabella, B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, and R. Haire.

Reports of Standing Committees:

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

Public Properties Committee: Ms. Haire had no report.

Health, Safety & Sanitation Committee: Mr. Simpson was absent.

Special Legislation Committee: Natalie stated they had a Special Legislation meeting today regarding the deer and received a lot of information from the cities of Parma and Mentor and what their deer remediation plan is and how it works. Natalie is looking to schedule another meeting, hopefully before April 13th.

Streets & Sidewalks Committee: Mr. Isabella is planning a follow-up meeting for April 6th.

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

Emerging Technologies Committee: Mr. Lamb stated there was an advisory committee meeting to Emerging Technologies which was interesting. Some topics were self-driving cars, Flock cameras and automatic door locks.

Requests for Council Action:

Finance Committee

26-066-3/23 – Budget Amendments

26-067-3/23 – Advance Request – CDBG

26-068-3/23 – Expenditure – Technology Engineering Group – Police

26-069-3/23 – Bids, Job #1151 – US 42 Resurfacing and Repealing Ord. 169-25

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26-070-3/23 – Bids, Job #1062 – Prospect St. Bridge Replacement
26-071-3/23 – LPA Project Agreement w/ ODOT – Job #1099, State Road
26-072-3/23 – Amend S&B Code – Parks Dept. PT Laborer Position Conversion

Reports of Municipal Officers:

James Shields, Mayor,

Jim wanted to publicly thank several of our city departments and employees for all their efforts during the high winds that we experienced on Friday, March 13 and throughout that weekend.

Mayor Shields recognized the exceptional work of our dispatch team during the severe windstorm. During the height of the storm, Dispatchers Crystal Vance and Jennifer Kehoe managed an extraordinary volume of incoming phone calls, radio traffic, and 911 calls. Despite the significant increase in activity, they handled the situation with professionalism, composure, and efficiency and at one point, the CAD screen set a record for active calls at one time. Later in the day, Dispatchers Patty Miller and Pat Villeneuve arrived and seamlessly took over operations, maintaining the same high level of professionalism and effectiveness.

Events like this highlight just how critical the role of dispatcher is for the safety and effectiveness of our entire operation. Thanks to the operation that day and evening- officers, firefighters, and service department employees- streets, parks and forestry personnel- had the information they needed to respond safely and effectively. Once again, our various city employees rose to the challenge and provided exceptional service. The Mayor expressed his sincere appreciation for the dedication and outstanding performance during this challenging event.

Proclamation for Red Cross

March is American Red Cross Month. Medina is served by the Red Cross of the Greater Akron and Mahoning Valley District. The Red Cross has been in existence for 145 years. The Red Cross provides vital services such as food and shelter during emergencies, provides lifesaving blood supplies to patients, provides global support to military and veterans and provides education and training for first aid and CPR. Mayor Shields presented Red Cross Board Member Steve Ferris with a City of Medina proclamation congratulating the American Red Cross and thanking them for the services provided to Medina residents.

Keith Dirham, Finance Director, Keith stated that the City of Medina has an income tax, you can get forms and pay online at www.rita.ohio.com
Keith thanked Kimberly Marshall and Barb Dzur for all the events in relation to America 250.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, was not present.

Chief Kinney, Police Department, had no report.

Joe Toth, LST Director, stated that through February, the Life Support Team responded to 629 calls for the City of Medina and for all three entities they responded to 1,000 calls.

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Nino Piccoli, Service Director, Nino had no report.

Patrick Patton, City Engineer, Patrick had no report.

Chief Walters, Fire Department, had no report.

Andrew Dutton, Community Development Director, had no report.

Jansen Wehrley, Parks and Recreation Director, Jansen stated beginning March 29th through April 18th they will be having some renovations done on the Gazebo in the uptown park / Square, and there will be some scaffolding set up during that time while they work to replace some wood and paint repairs.

Dan Gladish, Building Official – Dan stated the windstorms we had caused some structural damage to three homes where trees had fallen through the roofs and some façade damage to the new hotel, but nothing that would delay the project.

Jarrod Fry, Communications Director, reminded everyone that the American 250 page is on the city website if you go to visitor's section, you will find the American 250 section that will update you on all the calendar events happening.

Jarrod also mentioned the Documentaries and Videos page where you can find great documentaries and videos that they have produced over their time as Medina TV.

Focus this month is on the Arts – Conversations with Joanne King and local artists.

Jarrod thanked Darin Zaremba and Justin Fields for helping his department through some issues they experienced during a livestream two weeks ago.

You can also watch on Apple Fire TV app, Roku TV on demand.

Confirmation of Mayor's appointment.

Beth Girman – Archive Commission – expiring 12/31/28

Ms. Haire moved to confirm the Mayor's appointment, seconded by Mr. Simmons. The roll was called and the confirmation was confirmed by the yeas of B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, R. Haire and E. Isabella

Notices, communications and petitions

There were none.

Unfinished Business

Ord. 37-26 (SECOND READING)

An Ordinance amending section 1133.04 of the Zoning Code of the Codified Ordinances of the City of Medina, Ohio relative to Conditionally Permitted Uses. Ms. Haire moved to approve the second reading, seconded by Mr. Simmons. Mr. Dutton explained this ordinance will amend our local commercial C-1 section of our zoning code to allow three new uses as conditionally permitted uses, a conference center, less than or equal to 5,000 sq. ft., restaurant with

drive in or drive through and retail business less or equal to 20,000 sq. ft. There is a public hearing scheduled for this ordinance on April 13th, 2026. John Coyne stated the third reading of this ordinance will be at the next council meeting on April 13th and then it will be put on the floor for final passage.

Introduction of visitors

Janet Newcomer – Executive Director of Feeding Medina County

Reported on how Feeding Medina County has been utilizing the funds that the City of Medina so generously provided at the end of 2025. Janet stated they used the money for a variety of their programs. Direct Distributions including the special distribution that they had at the Fairgrounds on December 30th and distributions that will include City of Medina residents in January, February and March. They spent \$11,559.00. They have an emergency pantry where people contact them when they are out of food and come directly into the office and have been able to serve City of Medina residents with \$4,640.00 of that. Their Home Delivery Program provides shelf stable food and hearty produce twice a month to individuals who have transportation barriers and health barriers, and they have used \$5,679.00 for home deliveries.

Staples for Seniors is a program where they deliver between 30 and 40 pounds of food per individual to the low-income housing facilities that are designated specifically for seniors here in the City of Medina and they have spent \$11,767.00 on that. Total is approximately \$33,000.00 and they have plans for the remainder amount of funds and plan to do another special distribution for City of Medina residents on April 21st that will be held at the Medina County Fair Grounds from 5 p.m. to 6:30 p.m. We would appreciate any volunteer assistance from the City.

Janet would appreciate police traffic control from Chief Kinney. In addition to that they will be using any remainder funds for the staples for seniors' program or emergency pantry and for home deliveries. Janet thanked the city for this generous donation and wants to assure the city that they are putting it to good use. John Coyne thanked Janet for all she does for feeding Medina County and focusing on the efforts of those in the City of Medina as our goal is to make sure nobody goes that hungry.

Visitors spoke on House Bills 26, 42, 281 and Ohio Senate Bill 172, pertaining to ICE. See list of visitors that spoke on attached sign in sheet.

Introduction and consideration of ordinances and resolutions.

Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simmons.: Ord. 48-26, Ord. 49-26, Ord. 50-26, Ord. 51-26, Ord. 52-26, Ord. 53-26, Ord. 54-26, Ord. 55-26, and Ord. 56-26. The roll was called and the motion passed by the yea votes of C. Simmons, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 48-26

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to the “Chief of Police or Designee(s)” Association Memberships. Ms. Haire moved for the adoption of Ordinance/Resolution No. 048-26, seconded by Mr. Simmons. Chief Kinney stated he is asking to add International Association of Financial Crimes Investigators as one of the memberships that they are permitted to be members of and would be for one of their detectives that does financial investigations. The roll was called and Ordinance/Resolution No.

048-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, and C. Simmons.

Ord. 49-26

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding with the Medina County Board of Commissioners to provide public transportation services within the City of Medina for the period of April 1, 2026, through August 31, 2027. Ms. Haire moved for the adoption of Ordinance/Resolution No. 049-26, seconded by Mr. Simmons. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 049-26, seconded by Mr. Simmons. Mr. Dutton stated the funds are \$90,000.00 over a two-year period. \$75,000.00 will come out of their recently awarded CDBG grant with remainder coming out of the General Fund. The emergency clause is requested as they were late getting awarded the grant. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, and J. Coyne. The roll was called and Ordinance/Resolution No. 049-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, J. Coyne, and N. DiSalvo.

Ord. 50-26

An Ordinance authorizing the purchase of two (2) 2026 Ford F-150 Pick-Up Trucks from Montrose Ford, to be used by the Water Department. Ms. Haire moved for the adoption of Ordinance/Resolution No. 050-26, seconded by Mr. Simmons. Mr. Piccoli stated these purchases were discussed during the Water Dept. budget process and will bring them up to speed with their vehicles and replacements. One truck will be equipped with a small plow to assist on water breaks and to clean up small areas. The roll was called and Ordinance/Resolution No. 050-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 51-26

An Ordinance authorizing the Mayor to approve Change Order #02 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse. Ms. Haire moved for the adoption of Ordinance/Resolution No. 051-26, seconded by Mr. Simmons. Mr. Patton stated the cost for the replacement of the underground sanitary and storm sewers in the courthouse basement is \$368,772. This will be approved as a change order to the project. The roll was called and Ordinance/Resolution No. 051-26 passed by the yea votes of B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, R. Haire and E. Isabella

Ord. 52-26

An Ordinance authorizing the Mayor to enter into an Agreement with Wichert Insurance for the City's Property, General Liability and Umbrella Liability insurance for the period of April 1, 2026, through March 31, 2027. Ms. Haire moved for the adoption of Ordinance/Resolution No. 052-26, seconded by Mr. Simmons. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 052-26, seconded by Mr. Simmons. Mayor Shields stated this involves their Airport liability insurance as well as our property general liability, auto and umbrella insurance for the city. Emergency clause is needed as it is due on April 1st for renewal. Overall increase this year is about 14% and is higher than average in the years past.

The roll was called on adding the emergency clause and was approved by the yea votes of C. Simmons, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb. The roll was called and Ordinance/Resolution No. 052-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Ord. 53-26

An Ordinance authorizing the Mayor to enter into an Employer Adoption Agreement to implement the Ohio Deferred Compensation Roth 457 Option for employees of the City of Medina Ohio. Ms. Haire moved for the adoption of Ordinance/Resolution No. 053-26, seconded by Mr. Simmons. Keith Dirham stated the Teamster's union asked us to approve an Ohio Deferred Compensation Roth plan. The roll was called and Ordinance/Resolution No. 053-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, and J. Coyne.

Ord. 54-26

An Ordinance authorizing the Mayor to accept three easements necessary for the S. Huntington Street Bridge Project. Ms. Haire moved for the adoption of Ordinance/Resolution No. 054-26, seconded by Mr. Simmons. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 054-26, seconded by Mr. Simmons. Patrick stated this is for three easements, and one property owner needs the emergency clause as they signed a while ago and would like to get this going. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 054-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 55-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Ms. Haire moved for the adoption of Ordinance/Resolution No. 055-26, seconded by Mr. Simmons. Keith Dirham explained one is for a contract with a law firm and there are several appropriations involving a grant through CDBG. There are also appropriations for the Celebrations Fund. The roll was called and Ordinance/Resolution No. 055-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

Ord. 56-26

An Ordinance authorizing the Finance Director to make certain fund advances. Ms. Haire moved for the adoption of Ordinance/Resolution No. 056-26, seconded by Mr. Simmons. Keith Dirham stated this is typical with federal grants, as we advance the money and the advance is just a loan from our general fund to the grant fund. We spend the money and then submit for reimbursement, then repay the loan. The roll was called and Ordinance/Resolution No. 056-26 passed by the yea votes of C. Simmons, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Council Comments:

Ms. Haire thanked everyone for coming out again tonight to talk about this quite controversial issue. She stated she has questions she needs answered and will be approaching people to get those questions answered. We are so divided as a country, and it breaks her heart and it angers her as well. We have become a society where it's all about "ME", we don't care about our neighbors,

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nor do we care about anything that doesn't immediately involve "ME" and she doesn't like it at all. She takes this topic extremely seriously. Regi is requesting that we all treat people the way we want to be treated. Look at facts – not dumb stuff on social media. Act appropriately.

Mr. Simmons talked about America 250. April 11th – library hosting author Steve Hambley as he talks about the electric railroad. April 25th – Rec Center- Touch A Truck .

Ms. DiSalvo echoed Regi Haire as she too has questions. As a teacher that works in inner city Canton that has a large immigrant population that she deals with regularly.

Natalie attended the adult bookfair that had about 30ish local authors at the Common Fround and she really enjoyed it. Thanks to Common Ground for putting it together.

Mr. Isabella thanked all for coming out again. He stated he doesn't feel this is going to be coming up for action, but wanted to express where he sits on the topic. The version of ICE that we've seen in other cities is not a version that he wants to see here in this town. Seeing them show up at shopping centers, and restaurants harassing people, beating up people and killing people. He feels they are not being held particularly accountable and at least from what he has seen, we have a phenomenal police dept. here in Medina and are very professional and talented. Mr. Isabella would like to see ICE clean up their own house before they come here to Medina.

Mr. Lamb doesn't know what to say to be honest. We don't look like a community that shares a commonality, we look like a community that has let itself get seriously divided / separated. As the oldest person on council, it's difficult because he grew up in such a different time. When he reflects on the way he grew up it is hard for him to witness what he has seen happening here. We can't remain this sort of divided space. While we may not take an action right here, he doesn't want anybody to misconstrue that that inaction lacks support for the beliefs that are in the resolution because that would be wrong. We need to work together as people, not discriminate, not to characterize people but to recognize that we are all here together. How people look, where people come from, their status is not my business, it is that we work together as a community.

Mr. Coyne stated we are a government of the people for the people and that is what we do, we listen and everyone has different views and it shows here this evening that Medina is diverse and as a diverse community that is great for us because with diversity, we learn from each other.

Kathy Patton, Clerk of Council

John Coyne III, President of Council

ORDINANCE NO. 37-26

AN ORDINANCE AMENDING SECTION 1133.04 OF THE ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO CONDITIONALLY PERMITTED USES. (Second Reading)

WHEREAS: The notice of public hearing by Medina City Council was duly published and the hearing was duly held April 13, 2026.

WHEREAS: That Section 1133.04, relative to Conditionally Permitted Uses currently reads as follows:

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1,3,5,7,9,11,13}	Club ^{9,11,13}	Bar Or Tavern
	Conservation Use	Bed and Breakfast Inn ^{11,13}
	Educational Institution - Technical School, Vocational School, College or University	Child Day Care Center or Nursery ^{5,9,11,13}
	Publicly Owned or Operated Governmental Facility ^{3,7}	Fitness Facility
	Public Utility ^{1, 10,11}	Hospital ^{1,3,7,9,11,13}
	Religious Place of Worship ^{1,3,7,11}	Motor Vehicle Filling Station ^{5,7,15,21,23}
	Urban Garden	Personal Or Professional Services with Drive-Through ^{2,7,15}
		Research and Development Laboratory with No External Hazardous, Noxious or Offensive Conditions
		Restaurant

(Ord. 187-24. Passed 11-25-24.)

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

SEC. 1: That Section 1133.04 of the Zoning Code of the codified ordinances of the City of Medina, Ohio relative to Conditionally Permitted Uses shall be amended as follows:

1133.04 CONDITIONALLY PERMITTED USES.

The following uses shall be permitted as conditionally permitted uses in the C-1 Local Commercial District subject to the requirements of Chapter 1153, Conditional Zoning Certificates. Numerical identification after each item corresponds to specific standards in Section 1153.04, Conditionally Permitted Use Regulations.

Residential	Public/Semi-Public	Commercial
Assisted Living Facility, Independent Living Facility, or Nursing Home ^{1,3,5,7,9,11,13}	Club ^{9,11,13}	Bar Or Tavern
	Conservation Use	Bed and Breakfast Inn ^{11,13}
	Educational Institution - Technical School, Vocational School, College or University	Child Day Care Center or Nursery ^{5,9,11,13}
	Publicly Owned or Operated Governmental Facility ^{3,7}	<i>Conference Center, Banquet Facility, or Meeting Hall less than or equal to 5,000 square feet in Size</i> ^{3, 7, 11, 13}
	Public Utility ^{1, 10,11}	Fitness Facility
	Religious Place of Worship ^{1,3,7,11}	Hospital ^{1,3,7,9,11,13}
	Urban Garden	Motor Vehicle Filling Station ^{5,7,15,21,23}
		Personal Or Professional Services with Drive-Through ^{2,7,15}
		Research and Development Laboratory With No External Hazardous, Noxious or Offensive Conditions
		Restaurant
		<i>Restaurant with Drive-In or Drive-Through</i> ^{2,7,15}
		<i>Retail Business less than or equal to 20,000 square feet in Size</i>

(Ord. 187-24. Passed 11-25-24, **Ord. 37-26**)

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: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

First Reading – March 9, 2026

Second Reading – March 23, 2026

Third Reading & Passage -

Effective date -

ORDINANCE NO. 57-26

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 REPEALING ORDINANCE NO. 169-25, PASSED OCTOBER 14, 2025.

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, the US 42 Resurfacing Project in accordance with plans and specifications on file in the office of the Mayor, and repealing Ordinance No. 169-25, passed October 14, 2025.

SEC. 2: That the estimated cost of the project, in the amount of \$1,592,000.00, is available as follows: \$902,136.00 in Account No. 109-0673-54414 (NOACA TIP Share) and \$689,864.00 in Account No. 108-0673-54414 (City Share).

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. 58-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR JOB #1062, THE PROSPECT STREET BRIDGE REPLACEMENT PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1062, the Prospect Project in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the project, in the amount of \$1,119,000.00, is available as follows: \$754,000.00 in Account No. 380-0679-54414 (ODOT Grant) and \$365,000.00 in Account No. 108-0679-54414 (City Share).
- 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. 59-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE STATE ROAD PROJECT, JOB #1099.

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

SEC. 1: That the Mayor is hereby authorized and directed to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the State Road Project, Medina City Job #1099.

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

SEC. 3: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

Agreement Number: 43662

PID Number: 122984

County-Route-Section: MED CR 022 0.12 (State Rd)

SAM Unique Entity ID: F88KMZKNCXD3

ORD. 59-26
EXH. A

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

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

2. LEGAL REFERENCES AND COMPLIANCE

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

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

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

C. ODOT

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

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

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

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$6,313,896,67.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4TA7/NC12 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$1,836,678 in Federal funds in the Construction Contract phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge at. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 90 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 SAFETY HSIP(Assistance Listing Number: 20.272 Highway Safety Improvement Program,) up to a maximum of \$422,907 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge at 0 percent, up to a maximum of \$0. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 If after execution of this Agreement, FHWA notifies ODOT that the ALN for the PROJECT is different than the ALN listed in 3.1 above, ODOT shall change the ALN to comply with the requirements of 2 CFR 200.332 and provide notice in writing or by email of the new ALN pursuant to 14.1 of this Agreement.

- 3.3 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.4 The LPA is administering the Federally funded All phase(s)/subphase(s) of the PROJECT and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The

pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice (BMP) criterion with Ohio EPA approval.

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

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.
- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's

control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal

agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current at the time of award. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through

153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE), if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of the LPA Materials Management Process in the Local-let Manual.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, the Direct Payment to Contractor form shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall not withhold retainage on projects with federal funding received as a subrecipient through ODOT. However, a prime contractor will still be permitted to hold retainage on sub-contractors who do not provide a performance bond. Should a prime contractor exercise its option to retain funds, it must be done in strict accordance with sections 153.12 and 153.14 of the Ohio Revised Code, and pursuant to 49 CFR 26.29(b)(3), and LPAs shall monitor the prompt release in accordance with these ORC and CFR requirements. Additionally, no subcontract provision shall permit the contractor to delay subcontractor's retainage payments until the project's final payment.
- 8.7 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien

that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

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

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

8.9 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.10 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.11 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.12 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

8.13 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.14 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

- 8.15 The LPA shall be responsible for monitoring all DBE/SBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the Local-let Manual.
- 8.16 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"),

is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

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

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

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

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor

procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the

termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

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

15. GENERAL PROVISIONS

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

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

- 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
 - (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
 - (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

- 2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.²**
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
 - (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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

² [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.³

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



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

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

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

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$1,000,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

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

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

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

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

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

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

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

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

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

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the

contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

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

Agreement Number: 43662

PID Number: 122984

County-Route-Section: MED CR 022 0.12 (State Rd)

SAM Unique Entity ID: F88KMZKNCXD3

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

ORDINANCE NO. 60-26

AN ORDINANCE AMENDING SECTIONS 31.02(B)(1) AND 31.05 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO THE PARKS DEPARTMENT LABORER POSITIONS.

WHEREAS: Section 31.02 (B) (1) of the Salaries and Benefits Code pertaining to the Parks and Recreation Department, Laborer positions presently reads as follows:

(1) PARKS AND RECREATION DEPARTMENT		
		<u>Hourly Rate</u>
1	Clerical Help	Pay Grade 5A
6	Laborers	per contract

(Ord. 76-08, 134-11, 32-14, 98-17, 56-20, 111-22, 99-24)

WHEREAS: Section 31.05 of the Salaries and Benefits Code pertaining to the Parks and Recreation Department presently reads as follows:

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Parks, Recreation, Cemetery & Forestry	Pay Grade 114
1	Parks Foreman	37 A-F
1	Parks Maintenance Technician	34 A-F per contract
1	City Arborist	9 A-F
1	Laborer	31 A-F per contract
1	Sexton	34 A-F per contract
1	Clerical Help	Sec. 31.02(B)(1)
1	Full-time Tree Care Technician	34 A-F per contract
1	Cemetery Laborer	31-A-F per contract
	Part-time and Seasonal Employees	Sec. 31.02(A)(1)&(B)(1)

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20, 98-21, 111-22, 215-22, 10-23, 99-24)

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

SEC. 1: That Section 31.02 (B) (1) of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended in part to read as follows relative to the Parks and Recreation Department:

(1) PARKS AND RECREATION DEPARTMENT

Hourly Rate

1	Clerical Help	Pay Grade 5A
64	Laborers	per contract

(Ord. 76-08, 134-11, 32-14, 98-17, 56-20, Ord. 111-22, 99-24, **60-26**)

SEC. 2: That Section 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows relative to the Parks and Recreation Department:

PARKS AND RECREATION DEPARTMENT

<u>Number</u>	<u>Classification</u>	<u>Steps Authorized</u>
1	Director of Parks, Recreation, Cemetery & Forestry	Pay Grade 114
1	Parks Foreman	37 A-F
1	Parks Maintenance Technician	34 A-F per contract
1	City Arborist	9 A-F
1 2	Laborer	31 A-F per contract
1	Sexton	34 A-F per contract
1	Clerical Help	Sec. 31.02(B)(1)
1	Full-time Tree Care Technician	34 A-F per contract
1	Cemetery Laborer	31-A-F per contract
	Part-time and Seasonal Employees	Sec. 31.02(A)(1)&(B)(1)

(Ord. 273-05, 7-06, 76-08, 81-09, 134-11, 27-13, 173-13, 32-14, 98-17, 48-18, 56-20, 98-21, 111-22, 215-22, 10-23, 99-24)

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. 61-26

**AN ORDINANCE AMENDING ORDINANCE NO. 218-25,
PASSED DECEMBER 8, 2025. (Amendments to 2026 Budget)**

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

SEC. 1: That Ordinance No. 218-25, passed December 8, 2025, shall be amended by the following additions:

<u>Account No./Line Item</u>	<u>Additions</u>
104-0301-51124	2,841.28 *
104-0301-52215	5,000.00 *
106-0101-54413	67,811.00 *
107-0110-53313	200.00 *
172-0355-52215	1,285.00 *
301-0707-54411	35,000.00 *
301-0716-54412	184,386.00 *
169-0716-54412	184,386.00

SEC. 2: That Ordinance No. 218-25, passed December 8, 2025, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
169-0705-54412	184,386.00

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.

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor