

FINANCE COMMITTEE AGENDA
September 14, 2026
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 26-143-7/13 – Amend 161.12 Income Tax Board of Review
3. 26-173-8/24 – Spring Grove Cemetery Columbarium Wall Ph 4-10
4. 26-175-9/14 – Increase P.O. 26-0896 – Roetzel & Andress
5. 26-176-9/14 – Increase P.O. 26-1029 – Weller Truck Parts
6. 26-177-9/14 – Enhanced Public Decorations for 2026 Holiday Season – MSM
7. 26-178-9/14 – JUMP Playground Grant Application
8. 26-179-9/14 – Budget Amendments
 - a. #2026-032 – Parks
 - b. #2026-033 – Fire
 - c. #2026-034 – MCRC
 - d. #2026-035 – Misc.
9. 26-180-9/14 – Bridge Inspection – Job #1062 – Prospect Street Bridge
10. 26-181-9/14 – LPA Project Agreement w/ ODOT – SR 3 & SR 57 Resurfacing
11. 26-182-9/14 – Donation to Farmers and Hunters Feeding the Hungry
12. 26-183-9/14 – Request to Proceed w/ Special Energy Project – Assessments
13. 26-184-9/14 – Medina Municipal Court – Change Order #04
14. Executive Session: (imminent litigation/personnel)

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

- 26-175-9/14 – Increase P.O. #26-0896 – Roetzel & Andress – Law Dept.
- 26-176-9/14 – Increase Exp. P.O. #2026-1029 – Weller Truck – Sanitation
- 26-177-9/14 – Enhanced Public Decorations for 2026 Holiday Season – Main Street Medina
- 26-178-9/14 – JUMP Playground Grant Application – Land & Water Conservation Fund
- 26-179-9/14 – Budget Amendments
- 26-180-9/14 – Exp. – Inspection Services, CTL Engineering – Prospect St. Bridge
- 26-181-9/14 – LPA Project Agreement w/ ODOT – SR 3 & SR 57 Resurfacing
- 26-182-9/14 – Donation to Farmers & Hunters Feeding the Hungry
- 26-183-9/14 – Special Energy Project & Adopting of Levying Special Assessments
- 26-184-9/14 – Medina Municipal Courthouse Change Order #04

9/14/26

REQUEST FOR COUNCIL ACTION

No. RCA 26-143-7/13

FROM: Keith H. Dirham
DATE: Thursday, July 2, 2026
SUBJECT: Correct inconsistency and update Sec 161.12

Committee: Finance

SUMMARY AND BACKGROUND:

An appeal to the City of Medina Income Tax Board of Review was recently filed and in the process of getting that committee together I noticed an inconsistency in Section 161.12 (a). This section states that "Each member of the Board shall serve for one year . . ." then goes on to describe staggered three-year terms. I think the intent was to create staggered three-year terms so please correct the quoted portion to state that each member shall serve for three years.

While we are amending that, the dates should be updated as follows:

- Mayor's appointee's term to expire 12/31/2027 and every three years thereafter.
- Council's appointee's term to expire 12/31/2028 and every three years thereafter.
- Board's appointee's term to expire 12/31/2026 and every three years thereafter.

Finally please update section 161.12 (e) to increase from \$500 to \$5,000.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No.

Reason:

ORC say Council appts 2
Todd Fischer
Director of Brunswick
interim appt
7/24/26 State Code changed
need to update our

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 7/13/26 HOLD
8/24/26 HOLD

Ord./Res.
Date:

161.12 BOARD OF REVIEW ESTABLISHED; MEMBERSHIP; POWERS AND DUTIES; APPEALS.

(a) A Board of Review, consisting of three electors of the City, one to be appointed by the Mayor, one to be appointed by Council and the third to be elected by two so appointed, is hereby created. No member shall be appointed to the Board who holds other public office or appointment. The members of the Board of Review shall serve without pay. A majority of the members of the Board shall constitute a quorum. The Board of Review shall adopt its own procedural rules; it shall keep a record of its transactions. Each member of the Board shall serve for one year or until his successor is appointed and acting. The term of the member appointed by the Mayor shall expire December 31, 2012 and every three years thereafter. The term of the member appointed by Council shall expire December 31, 2013 and every three years thereafter. The term of the member appointed by the other two members shall expire December 31, 2014 and every three years thereafter. In the case of a vacancy in any of the positions on the Board, that vacancy shall be filled by the appointing authority responsible for filling that position and the person so appointed shall serve for the duration of the unexpired term. (Ord. 147-12. Passed 8-27-12.)

(b) Any hearings of the Board may be conducted privately and the provisions of Section 161.09 hereof, with reference to the confidential character of information required to be disclosed by this chapter, shall apply to such matters as may be heard before the Board.

(c) All rules and regulations and amendments or changes thereto, which are adopted by the Administrator under the authority conferred by this chapter, must be approved by the Board of Review before the same become effective. The Board shall hear and pass on appeals from any ruling or decision of the Administrator and, at the request of the taxpayer or Administrator, is empowered to substitute alternate methods of allocation.

(d) Any person dissatisfied with any ruling or decision of the Administrator which is made under the authority conferred by this chapter may appeal therefrom to the Board of Review within thirty days from the announcement of such ruling or decision by the Administrator, and the Board shall, on hearing, have jurisdiction to affirm, reverse or modify any such ruling or decision, or any part thereof. (Ord. 160-03. Passed 10-14-03.)

(e) The Administrator shall have the authority to determine issues regarding a municipal income tax obligation that is subject to appeal and to waive disputed amounts up to five hundred dollars (\$500.00). The Administrator shall notify the taxpayer of their right to appeal a decision and the manner in which they may appeal in accordance with the provisions of this chapter.

(Ord. 212-08. Passed 12-8-08.)

161.09 INVESTIGATIVE POWERS OF THE ADMINISTRATOR; PENALTY FOR DIVULGING CONFIDENTIAL INFORMATION.

(a) The Administrator, or any authorized employee, is hereby authorized to examine the books, papers, records and Federal income tax returns of any employer or of any taxpayer or person subject to, or whom the Administrator believes is subject to the provisions of this chapter, for the purpose of verifying the accuracy of any return made or, if no return was made, to ascertain the tax due under this chapter. Every such employer, supposed employer, taxpayer or supposed taxpayer, is hereby directed and required to furnish upon written request by the Administrator, or his duly authorized agent or employee, the means, facilities and opportunity for making such examinations and investigations as are hereby authorized.

(b) The Administrator is hereby authorized to order any person presumed to have knowledge of the facts to appear before him and may examine such person, under oath, concerning any income which was or should have been returned for taxation or any transaction tending to affect such income, and for this purpose may compel the production of books, papers, records and Federal income tax returns and the attendance of all persons before him, whether as parties or witnesses, whenever he believes such persons have knowledge of such income or information pertinent to such inquiry.

(c) The refusal to produce books, papers, records and Federal income tax returns, or the refusal to submit to such examination by any employer or person subject or presumed to be subject to the tax or required to withhold tax or the failure of any person to comply with the provisions of this section or with an order or subpoena of the Administrator authorized hereby shall be deemed a violation of this chapter, punishable as provided in Section 161.99 hereof.
(Ord. 85-73. Passed 8-6-73.)

(d) Any information gained as a result of the filing of any tax returns, investigations, hearings or verifications required or authorized by this chapter shall be confidential, except for official purposes, except in accordance with proper judicial order, or except in accordance with the City of Medina-Montville Township Joint Economic Development District and Annexation Contract. Any person divulging such information in violation of this chapter shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than six months, or both. Each disclosure shall constitute a separate offense.

Except as provided in the City of Medina-Montville Township Joint Economic Development District and Annexation Contract, in addition to the above penalty, any employee of the City of Medina who violates the provisions of this section relative to the disclosure of confidential information shall be immediately dismissed from the service of the City.
(Ord. 78-11. Passed 5-23-11.)

(e) Every taxpayer shall retain all records necessary to compute his tax liability for a period of five years from the date his return is filed, or the withholding taxes are paid.
(Ord. 85-73. Passed 8-6-73.)

REQUEST FOR COUNCIL ACTION

No. 26-173-8/24

FROM: Jansen Wehrley

DATE: August 17, 2026

SUBJECT: Spring Grove Cemetery Columbarium Wall Phases 4-10

Committee: Finance

SUMMARY AND BACKGROUND:

The Cemetery Department respectfully requests authorization for the mayor to enter into a design services agreement with Behnke Associates, Inc. for the design of a new 1,120-niche Columbarium Wall (Phases 4-10) at Spring Grove Cemetery.

The original columbarium at Spring Grove Cemetery was constructed in 2005 with a capacity of 120 niches, all of which have been sold. Columbarium No. 2 was constructed in 2019 and contains 120 niches, with only one niche remaining available. Columbarium No. 3 was completed in 2025, and 74 niches remain available for purchase. Cemetery staff would like to begin the design process now so that the project can be advertised, bid, and awarded in 2027.

The city received two design proposals from Behnke Associates, Inc. One for phased construction and one for a single-phase project. After reviewing the costs and benefits of both options, the Cemetery Commission voted on June 2, 2026, to proceed with the single-phase project. Constructing all phases as one project increases the overall project scale, may make the project more attractive to potential bidders, and will reduce the duration of construction-related impacts in the area surrounding the reflecting pond.

Funding for the future construction of columbarium walls is generated through niche sales. Proceeds from niche sales are distributed among the Cemetery Improvement Fund (58%), Cemetery Investment Fund (30%), and Operating Fund (12%) to support future improvements, perpetual care, and operating expenses.

→ The Cemetery Department is also requesting authorization to advertise, bid, and award a contract for the construction of Columbarium Phases 4-10 at Spring Grove Cemetery, contingent upon the availability of funding and final bid review.

Attached are the design proposals and a pricing spreadsheet illustrating projected niche-sale revenues and anticipated project funding. **Pending review by the law director.

Estimated cost: Design and Construction Administration- \$42,500.00

Construction Estimate- \$1,292,880.00

Suggested Funding: 821-0230-54412 (Balance is \$104,032.86)

- **NEW APPROPRIATION needed in Account No. Advance to 821-0230-54412**
- **NEW APPROPRIATION needed in Account No. 821-0230-52224**

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken: 8/24/26 ~~8/24/26~~ *Bring back*

Ord./Res.
Date:

May 26, 2026

Jansen Wehrley
Director of Parks, Recreation, Cemetery, and Forestry
City of Medina, Ohio
(330)721-6950
jwehrley@medinaoh.org

RE: SECOND REVISED Design Services for Columbarium Phases 4-10

Dear Jansen:

We are pleased to submit this fee proposal for the above-mentioned project. Based upon our previous efforts for similar phases, we recommend the following Scope of Work:

1. Using the attached, approved Schematic Design, we will prepare Construction Documents consisting of drawings, specifications, and bid documents. Drawings will consist of:
 - a. Layout, grading and drainage (subdrainage only, no storm lines are required) plan for the new 1,120 niche columbarium, assuming one phase of construction.
 - b. Plans and schedules for any required landscape improvements, assuming one phase of construction.
 - c. Details as required, assuming one phase of construction.
2. Bidding and awarding of work by the City of Medina.
3. Construction administration consisting of submittal review, up to three site visits, processing of change orders, review, and approval of payment applications.
4. Construction closeout consisting of punch list and completion of as-built drawings.

Services and Deliverables:

For the scope of work listed above, we will provide the following:

1. Field review and documentation of existing conditions.
2. Construction Documents including drawings, technical specifications, schedule of items and final cost estimate.
3. Site reports from site visits – up to three.
4. Punch List.
5. As-built record drawings.
6. We anticipate providing construction documents within 120 days from notice to proceed.

Information Needed:

1. The City will supply an existing conditions survey, including location of all existing burials.
2. It is assumed that a SWPPP is not required.
3. The City will provide a geotechnical report and Behnke will incorporate recommendations of same.
4. Any additional existing condition information required to complete the project will be supplied by the City of Medina.

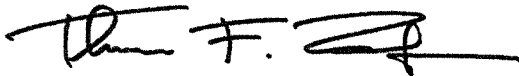
Fee:

Our professional fee for complete design for the above-described work is \$42,500 assuming all design will be completed this year. Our fee is based on the attached cost estimate including a 20% contingency. The columbarium design will match those previously installed. The entry arch design has been eliminated from the project.

Thank you for this opportunity to work with you again.

Sincerely,

BEHNKE ASSOCIATES, INC.



Thomas F. Zarfoss, FASLA
Principal Emeritus

Accepted by _____

Date _____

Title _____

Construction Cost Budget

Spring Grove Cemetery Columbarium Phases 4-10

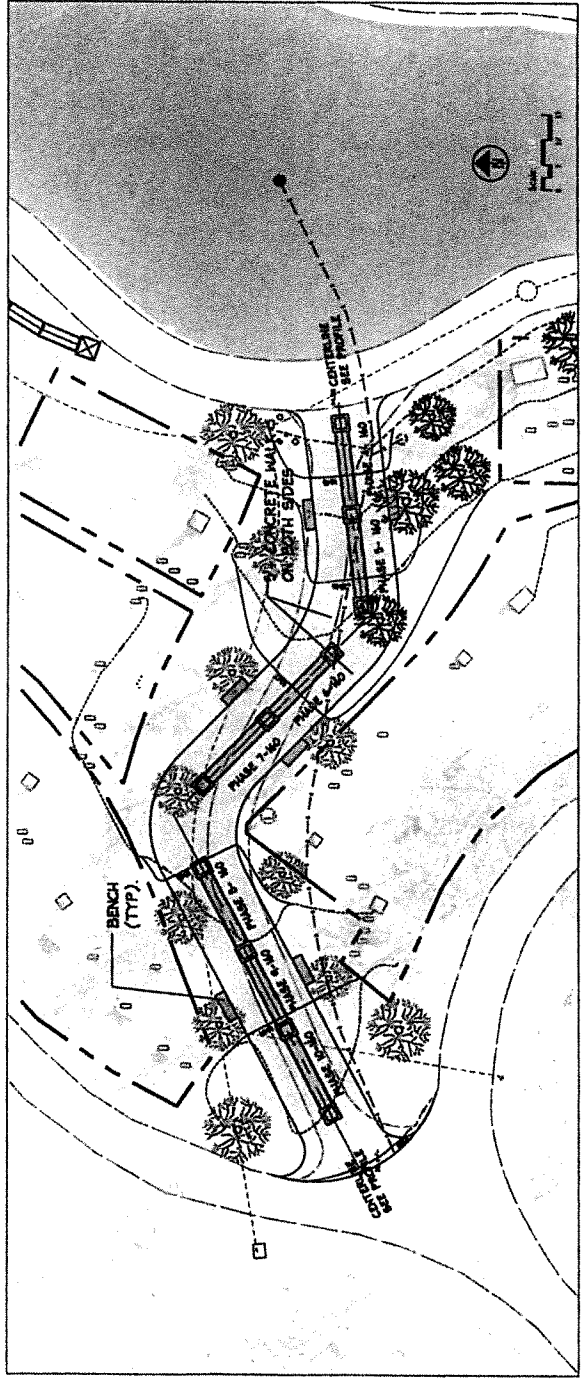
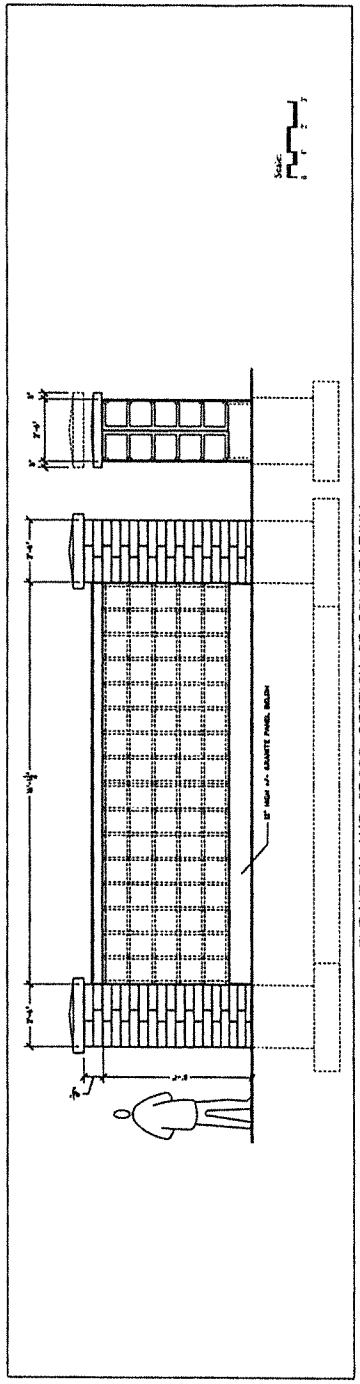
Prepared by Behnke Landscape Architecture

Note: This is not a guarantee of actual bid prices.

5/26/2026

#	ITEM	QUAN	UNIT	UNIT COST	TOTAL
1	General Conditions Incl Fees/Permits/Etc	1	LS	\$ 25,000	\$ 25,000
2	Remove Portion of Existing Walk	1700	SF	\$ 2	\$ 3,400
3	Clear Trees	9	EA	\$ 600	\$ 5,400
4	Excavation and Grading	1	LS	\$ 15,000	\$ 15,000
5	Relocate Electric	120	LF	\$ 40	\$ 4,800
6	Relocate Water	190	LF	\$ 50	\$ 9,500
7	Relocate Storm	80	LF	\$ 60	\$ 4,800
8	Catch Basin	2	EA	\$ 5,000	\$ 10,000
7	Valve Boxes	1	LS	\$ 5,000	\$ 5,000
8	5" Concrete Pavement	2500	SF	\$ 30	\$ 75,000
9	Concrete Foundation/Wall	105	CY	\$ 1,100	\$ 115,500
10	Site Furnishings - Benches by others	6	EA	\$ -	\$ -
11	Columbarium (Niches, Covers, Copings, Stone Veneer)	1120	EA	\$ 700	\$ 784,000
12	4" Perforated Subdrain	400	LF	\$ 25	\$ 10,000
13	Topsoil/Seed Disturbed Areas	1	LS	\$ 10,000	\$ 10,000
				Subtotal	\$ 1,077,400
				20% Construction Contingency	\$ 215,480
				Total	\$ 1,292,880

NOTE: ALL COSTS ASSUME 2026 CONSTRUCTION. IF PHASES ARE BUILT IN SUBSEQUENT YEARS THEN ALL COSTS NEED TO BE INFLATED.



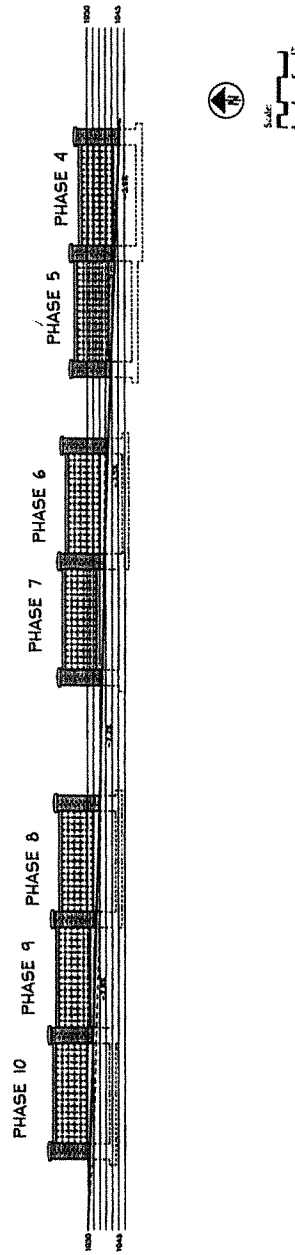
SD-1
 REV.

Columbarium Phases 4 & 5
 (and Beyond)
 Spring Grove Cemetery
 Medina, OH

behnke
 LANDSCAPE ARCHITECTS
 11111 Medina Road
 Medina, OH 44130
 419.333.1111
 www.behnke.com

Q

PROFILE OF PHASE 4 TO 10 COLUMBARIUM



Columbarium Phc
(and Beyond)
Spring Grove Cemetery
Medina, OH

Medino, OH

Source / Record	Drawn by	Checked by
NO. 1141		
1142		
1143		
1144		
1145		
1146		
1147		
1148		
1149		
1150		
1151		
1152		
1153		
1154		
1155		
1156		
1157		
1158		
1159		
1160		
1161		
1162		
1163		
1164		
1165		
1166		
1167		
1168		
1169		
1170		
1171		
1172		
1173		
1174		
1175		
1176		
1177		
1178		
1179		
1180		
1181		
1182		
1183		
1184		
1185		
1186		
1187		
1188		
1189		
1190		
1191		
1192		
1193		
1194		
1195		
1196		
1197		
1198		
1199		
1200		

SD-2
REV[illegible]

THE UNIVERSITY OF CHICAGO

Cambridge's Soul

May 26, 2026

Jansen Wehrley
Director of Parks, Recreation, Cemetery, and Forestry
City of Medina, Ohio
(330)721-6950
jwehrley@medinaoh.org

RE: REVISED Design Services for Three Phases of Columbarium: 4/5, 6/7, 8-10

Dear Jansen:

We are pleased to submit this fee proposal for the above-mentioned project. Based upon our previous efforts for similar phases, we recommend the following Scope of Work:

1. Using the attached, approved Schematic Design, we will prepare Construction Documents consisting of drawings, specifications, and bid documents. Drawings will consist of:
 - a. Layout, grading and drainage (subdrainage only, no storm lines are required) plan for the new columbarium, assuming three phases of design.
 - b. Plans and schedules for any required landscape improvements, assuming three phases of design.
 - c. Details as required, assuming three phases of design.
2. Bidding and awarding of work by the City of Medina.
3. Construction administration consisting of submittal review, up to three site visits, processing of change orders, review, and approval of payment applications, assuming three phases of design.
4. Construction closeout consisting of punch list and completion of as-built drawings, assuming three phases of design.

Services and Deliverables:

For the scope of work listed above, we will provide the following:

1. Field review and documentation of existing conditions.
2. Construction Documents including drawings, technical specifications, schedule of items and final cost estimate.
3. Site reports from site visits – up to three.
4. Punch List.

5. As-built record drawings.
6. We anticipate providing construction documents within 60 days from notice to proceed.

Information Needed:

1. The City will supply an existing conditions survey, including location of all existing burials.
2. It is assumed that a SWPPP is not required.
3. The City will provide a geotechnical report and Behnke will incorporate recommendations of same.
4. Any additional existing condition information required to complete the project will be supplied by the City of Medina.

Fee:

Our professional fees for complete design for Columbarium by phase is as follows:

Phase 4/5: \$24,500 assuming 2026 design year

Phase 6/7: \$24,500 assuming 2027 design year

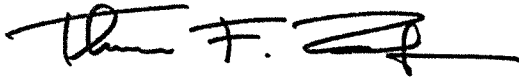
Phase 8-10: \$37,500 assuming 2028 design year

Our fees are based on the attached cost estimate including a 20% contingency. The columbarium design will match those previously installed. Design of the entry arch has been eliminated.

Thank you for this opportunity to work with you again.

Sincerely,

BEHNKE ASSOCIATES, INC.



Thomas F. Zarfoss, FASLA
Principal Emeritus

Accepted by _____

Date _____

Title _____

Construction Cost Budget

Spring Grove Cemetery Columbarium Phases 4/5, 6/7, 8-10

Prepared by Behnke Landscape Architecture

Note: This is not a guarantee of actual bid prices.

5/26/2026

Columbarium Phase 4 /5 with changes required to 80'+/- of existing walk to accommodate it:

#	ITEM	QUAN	UNIT	UNIT COST	TOTAL
1	General Conditions Incl Fees/Permits/Etc	1	LS	\$ 15,000	\$ 15,000
2	Remove Portion of Existing Walk	800	SF	\$ 2	\$ 1,600
3	Clear Trees	3	EA	\$ 800	\$ 2,400
4	Excavation and Grading	1	LS	\$ 6,000	\$ 6,000
5	Relocate Electric	80	LF	\$ 40	\$ 3,200
6	Relocate Water	100	LF	\$ 50	\$ 5,000
7	Valve Boxes	1	LS	\$ 3,000	\$ 3,000
8	5" Concrete Pavement	1200	SF	\$ 35	\$ 42,000
9	Concrete Foundation/Wall	30	CY	\$ 1,200	\$ 36,000
10	Site Furnishings - Benches by others	2	EA	\$ -	\$ -
11	Columbarium (Niches, Covers, Copings, Stone Veneer)	320	EA	\$ 750	\$ 240,000
12	4" Perforated Subdrain	200	LF	\$ 25	\$ 5,000
13	Topsoil/Seed Disturbed Areas	1	LS	\$ 5,000	\$ 5,000
Subtotal					\$ 364,200
20% Construction Contingency					\$ 72,840
Total					\$ 437,040

Columbarium Phase 6 /7 with changes required to 40'+/- of existing walk to accommodate it:

#	ITEM	QUAN	UNIT	UNIT COST	TOTAL
1	General Conditions Incl Fees/Permits/Etc	1	LS	\$ 15,000	\$ 15,000
2	Remove Portion of Existing Walk	300	SF	\$ 2	\$ 600
3	Clear Trees	3	EA	\$ 800	\$ 2,400
4	Excavation and Grading	1	LS	\$ 6,000	\$ 6,000
6	Relocate Water	80	LF	\$ 50	\$ 4,000
7	Relocate Storm	80	LF	\$ 60	\$ 4,800
8	Catch Basin	2	EA	\$ 5,000	\$ 10,000
9	5" Concrete Pavement	600	SF	\$ 35	\$ 21,000
10	Concrete Foundation/Wall	30	CY	\$ 1,200	\$ 36,000
11	Site Furnishings - Benches by others	2	EA	\$ -	\$ -
12	Columbarium (Niches, Covers, Copings, Stone Veneer)	320	EA	\$ 750	\$ 240,000
13	4" Perforated Subdrain	100	LF	\$ 25	\$ 2,500
14	Topsoil/Seed Disturbed Areas	1	LS	\$ 5,000	\$ 5,000
Subtotal					\$ 347,300
20% Construction Contingency					\$ 69,460
Total					\$ 416,760

Construction Cost Budget

Spring Grove Cemetery Columbarium Phases 4/5, 6/7, 8-10

Prepared by Behnke Landscape Architecture

Note: This is not a guarantee of actual bid prices.

5/26/2026

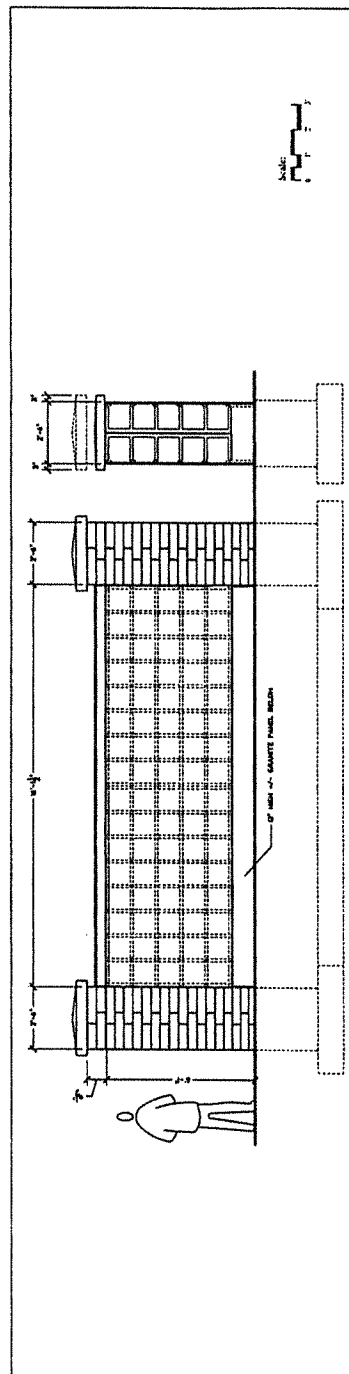
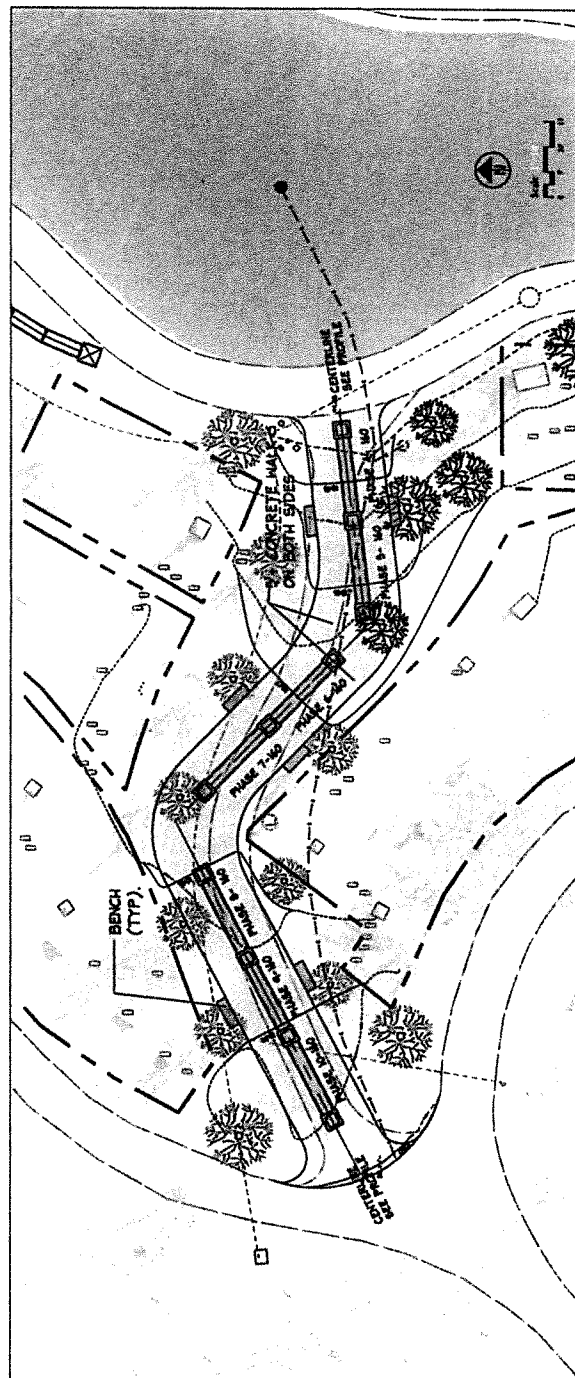
Columbarium Phase 8-10 with changes required to 70'+/- of existing walk to accommodate it:

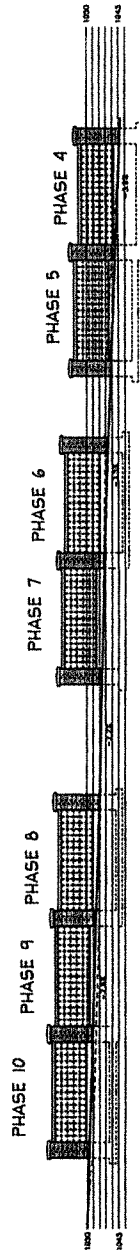
#	ITEM	QUAN	UNIT	UNIT COST	TOTAL
1	General Conditions Incl Fees/Permits/Etc	1	LS	\$ 20,000	\$ 20,000
2	Remove Portion of Existing Walk	700	SF	\$ 2	\$ 1,400
3	Clear Trees	3	EA	\$ 800	\$ 2,400
4	Excavation and Grading	1	LS	\$ 6,000	\$ 6,000
5	Relocate Electric	40	LF	\$ 40	\$ 1,600
6	Valve Boxes	1	LS	\$ 3,000	\$ 3,000
7	Relocate Water	80	LF	\$ 50	\$ 4,000
8	5" Concrete Pavement	900	SF	\$ 35	\$ 31,500
9	Concrete Foundation/Wall	45	CY	\$ 1,200	\$ 54,000
10	Site Furnishings - Benches by others	2	EA	\$ -	\$ -
11	Columbarium (Niches, Covers, Copings, Stone Veneer)	480	EA	\$ 750	\$ 360,000
12	4" Perforated Subdrain	200	LF	\$ 25	\$ 5,000
13	Topsoil/Seed Disturbed Areas	1	LS	\$ 5,000	\$ 5,000
				Subtotal	\$ 493,900
				20% Construction Contingency	\$ 98,780
				Total	\$ 592,680

NOTE: ALL COSTS ASSUME 2026 CONSTRUCTION. IF PHASES ARE BUILT IN SUBSEQUENT YEARS THEN ALL COSTS NEED TO BE INFLATED.

Columbarium Phases 4 & 5
(and Beyond)
Spring Grove Cemetery
Medina, OH

behnke
CONCRETE SOLUTIONS





PROFILE OF PHASE 4 TO 10 COLUMBARIUM

Medino, OH

Amount / Received		Date / Received	
NO	12/10/2010		
1	12/10/2010		
2	12/10/2010		
3	12/10/2010		
4	12/10/2010		
5	12/10/2010		
6	12/10/2010		
7	12/10/2010		
8	12/10/2010		
9	12/10/2010		
10	12/10/2010		
11	12/10/2010		
12	12/10/2010		
13	12/10/2010		
14	12/10/2010		
15	12/10/2010		
16	12/10/2010		
17	12/10/2010		
18	12/10/2010		
19	12/10/2010		
20	12/10/2010		
21	12/10/2010		
22	12/10/2010		
23	12/10/2010		
24	12/10/2010		
25	12/10/2010		
26	12/10/2010		
27	12/10/2010		
28	12/10/2010		
29	12/10/2010		
30	12/10/2010		
31	12/10/2010		
32	12/10/2010		
33	12/10/2010		
34	12/10/2010		
35	12/10/2010		
36	12/10/2010		
37	12/10/2010		
38	12/10/2010		
39	12/10/2010		
40	12/10/2010		
41	12/10/2010		
42	12/10/2010		
43	12/10/2010		
44	12/10/2010		
45	12/10/2010		
46	12/10/2010		
47	12/10/2010		
48	12/10/2010		
49	12/10/2010		
50	12/10/2010		
51	12/10/2010		
52	12/10/2010		
53	12/10/2010		
54	12/10/2010		
55	12/10/2010		
56	12/10/2010		
57	12/10/2010		
58	12/10/2010		
59	12/10/2010		
60	12/10/2010		
61	12/10/2010		
62	12/10/2010		
63	12/10/2010		
64	12/10/2010		
65	12/10/2010		
66	12/10/2010		
67	12/10/2010		
68	12/10/2010		
69	12/10/2010		
70	12/10/2010		
71	12/10/2010		
72	12/10/2010		
73	12/10/2010		
74	12/10/2010		
75	12/10/2010		
76	12/10/2010		
77	12/10/2010		
78	12/10/2010		
79	12/10/2010		
80	12/10/2010		
81	12/10/2010		
82	12/10/2010		
83	12/10/2010		
84	12/10/2010		
85	12/10/2010		
86	12/10/2010		
87	12/10/2010		
88	12/10/2010		
89	12/10/2010		
90	12/10/2010		
91	12/10/2010		
92	12/10/2010		
93	12/10/2010		
94	12/10/2010		
95	12/10/2010		
96	12/10/2010		
97	12/10/2010		
98	12/10/2010		

SD-2
REV

CLBM-3	WITH	CHANGED %	TO	58%	30%	12%	
ROWS	PRICES	# OF NICHES	TOTAL				TOTAL
TOP	\$3,250.00	40	\$130,000.00	\$75,400.00	\$39,000.00	\$15,600.00	\$130,000.00
MIDDLE	\$2,750.00	40	\$110,000.00	\$63,800.00	\$33,000.00	\$13,200.00	\$110,000.00
BOTTOM	\$2,250.00	40	\$90,000.00	\$52,200.00	\$27,000.00	\$10,800.00	\$90,000.00
			\$330,000.00	\$191,400.00	\$99,000.00	\$39,600.00	\$330,000.00
Administrative fee- Niche sell back							\$250.00
Charge for niche cover replacement, as applicable:							\$600.00
OPEN CLOSE FEE	\$350.00	120					\$42,000.00
To recover funds lost on second wall							

CLBM-4-10 Proposed	WITH	CHANGED %	TO	58%	30%	12%	
ROWS	PRICES	# OF NICHES	TOTAL				TOTAL
TOP	\$3,250.00	224	\$728,000.00	\$422,240.00	\$218,400.00	\$87,360.00	\$728,000.00
MIDDLE	\$2,750.00	224	\$616,000.00	\$357,280.00	\$184,800.00	\$73,920.00	\$616,000.00
MIDDLE	\$2,750.00	224	\$616,000.00	\$357,280.00	\$184,800.00	\$73,920.00	\$616,000.00
MIDDLE	\$2,750.00	224	\$616,000.00	\$357,280.00	\$184,800.00	\$73,920.00	\$616,000.00
BOTTOM	\$2,250.00	224	\$504,000.00	\$292,320.00	\$151,200.00	\$60,480.00	\$504,000.00
			\$3,080,000.00	\$1,786,400.00	\$924,000.00	\$369,600.00	\$3,080,000.00
Administrative fee- Niche sell back							\$250.00
Charge for niche cover replacement, as applicable:							\$600.00
OPEN CLOSE FEE	\$350.00	1120					\$392,000.00
					TOTAL AMOUN		\$3,472,000.00



130 North Elmwood St.
Box 713
Medina, Ohio 44041-0713
Phone 330-764-3319
Fax 330-724-3045
www.medinaohio.org

To: Council, Mayor, Cemetery Commission, Friends of the Cemetery
From: Keith Dirham, Director of Finance
Date: Wednesday, August 26, 2026
CC: Jansen Wehrley
RE: Report on Cemetery Finances

There are four funds involved with the Cemetery:

1. 001 General: The Cemetery's operating budget is paid out of the general fund. A copy of the 2027-2031 request is attached. Note that expenditures for the last four years (2022-2025) have been about \$250,000 - \$300,000 per year WITHOUT any significant capital expenditures. The bulk of the expenditures charged here consist of personnel costs (top two blocks) which were about \$170,000 - \$230,000 per year.
2. 819 Cemetery Endowment Fund: This fund was previously used for the wreath/flower program. The City was charging a fee of \$1,000, putting the money in this fund, and putting wreaths on graves at Thanksgiving and flowers at memorial Day. This program was discontinued due to financial infeasibility.
3. 820 Cemetery Investment Fund: This is the fund that theoretically should have sufficient funds that once the Cemetery is full the interest will be enough to maintain the Cemetery.
4. 821 Cemetery Improvement Fund: This fund was set up to pay for Columbarium walls.

The balances of these funds as of December 31, 2025 and the revenues and expenditures during 2025 for these funds were as follows (only cemetery-related revenues and expenditures for the General Fund):

General Fund (001):

- \$11,387,191.55 Balance as of 12/31/2025
- \$67,406.70 Cemetery-related revenue in 2025 consisting of:
 - \$11,546.70 in Footers (this is 55% of \$20,994 in footer charges)
 - \$41,100 in Burial Permits
 - \$5,130 in Miscellaneous
 - \$9,630 in Niche Sales (this is 12% of \$80,250 in total niche sales)
- \$319,709.87 in Cemetery Department (001-0210) Expenditures consisting of:
 - \$233,063.66 personnel costs
 - \$28,289.97 Maintenance of Equipment
 - \$13,583.70 Utilities
 - \$10,072.26 Operating Supplies
 - \$10,000 Engineering Services

Preserving the Past. Forging the Future

- \$5,880.56 Gasoline and Oil
- \$18,819.72 Other

Cemetery Endowment Fund (819):

- \$6,518.20 Balance as of 12/31/2025
- \$10.35 Revenue in 2025, all interest
- \$ - No Expenditures in 2025

Cemetery Investment Fund (820):

- \$1,408,693.11 Balance as of 12/31/2025
- \$95,765.37 Revenue in 2025 consisting of:
 - \$9,447.30 Footers (this is 45% of \$20,994 in footer charges)
 - \$61,344.00 Lot Sales
 - \$24,075.00 Niche Sales (this is 30% of \$80,250 in total niche sales)
 - \$899.07 Interest
- \$2,300.00 Expenditures in 2025 (refunds)

Cemetery Improvement Fund (821):

- \$102,774.92 Balance as of 12/31/2025
- \$146,585.27 Revenue in 2025 consisting of:
 - \$100,000 Advance from General Fund*
 - \$46,545.00 Niche Sales (this is 58% of \$80,250 in niche sales)
 - \$40.27 Interest
- \$102,774.92 Expenditures in 2025 consisting of:
 - \$100,000 Advance repayment to General Fund*
 - \$2,774.92 Building and Structures Capital

*Per the Auditor of State Advances must be rolled over annually, these offsetting figures reflect that annual rollover.

Cemetery Charges and Revenues:

Fees for various Cemetery-related items were amended by Ordinance 102-24 which Council adopted on May 28, 2024. That Ordinance is attached. The main revenue sources are:

1. Lot Sales: Lots are sold for rates ranging from \$300 to \$950. All revenue from the sale of lots is credited to the Cemetery Investment Fund (#820). For more details on the various lot charges please see the attached Ordinance and Brochure.
2. Footers/Foundations: The City charges \$0.75 per square inch of surface material. The revenue from these fees is allocated 55% to the General Fund (#001) and 45% to the Cemetery Investment Fund (#820).
3. Internment Fees: The City charges between \$350 and \$1,200 for what are variously referred to as "Internment Fees", "Burial Permits", or "Open/Close Fees". All revenue generated from these fees is credited to the General Fund (#001).
4. Niche Sales: The City charges between \$2,250 and \$3,250 for niches in the Columbarium Walls. The revenue generated from these sales is allocated 58% to the Cemetery Improvement Fund (#821), 30% to the Cemetery Investment Fund (#820), and 12% to the General Fund (#001).

Columbarium Wall Proposal:

At the Finance Meeting on Monday, August 24, 2026 Jansen Wehrley presented a request for \$1,335,380 to design and construct Columbarium Wall phases 4-10. Per the request those Columbarium Walls would include 1,120 niches allocated as follows:

- 224 top row currently priced at \$3,250 each.
- 672 middle rows currently priced at \$2,750 each
- 224 bottom row currently priced at \$2,250 each

The total expected revenue for the 1,120 niches at current prices is \$3,080,000. Based on the current allocation, that would be credited as follows:

- \$369,600 to the General Fund – 12%
- \$924,000 to the Cemetery Investment Fund – 30%
- \$1,786,400 to the Cemetery Improvement Fund – 58%

Based on the current pricing and allocation the Columbarium Walls phases 4-10 would return 134% of their construction cost to the Cemetery Improvement Fund with an additional \$369,600 credited to the General Fund (this covers administrative costs) and nearly \$1,000,000 added to the Cemetery Investment Fund for the perpetual maintenance of the Cemetery.

Comparison of Lots to Niches:

The City sells lots for \$650 - \$950. These lots are a finite resource as there is only so much space in the Cemetery. There are approximately 4,000 lots remaining. The revenue from lot sales is credited entirely to the Cemetery Investment Fund. Thus, at current pricing the remaining lots would generate not more than \$3,800,000 for the Cemetery Investment Fund. The footprint of the seven proposed Columbarium Walls would be sufficient for about 47 lots. Sale of that space as lots would generate no more than \$44,650 for the Cemetery Investment Fund. Each lot would need a footer for a headstone and those 47 footers would generate approximately \$25,662 which would be allocated \$14,141.10 to the General Fund and \$11,547.90 to the Cemetery Investment Fund. By comparison, sale of the 1,120 niches in the proposed Columbarium walls would generate \$924,000 for the Cemetery Investment Fund.

Interest:

You may have noticed within the above report that the amounts of interest appear to be low. The current investment allocation of City Funds does not call for distribution to the various Cemetery Funds. I am currently working on a Request for Council Action to remedy that.

Attachments:

1. 001-0210 General Fund – Cemetery Budget Request 27-31
2. Ordinance 102-24
3. Spring Grove Cemetery Brochure

ORDINANCE NO. 102-24

AN ORDINANCE ADOPTING A NEW SECTION 943.11 OF THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO RELATIVE TO THE SCHEDULE OF CHARGES AND FEES FOR SPRING GROVE CEMETERY AND REPEALING ORDINANCE NO. 97-24, PASSED MAY 13, 2024.

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

SEC. 1: That Section 943.11 of the codified ordinances of the City of Medina, Ohio *shall be amended to read* as follows pertaining to the Schedule of Charges and Fees for Spring Grove Cemetery:

943.11 SCHEDULE OF CHARGES AND FEES.

LOT FEES PER GRAVE:			
Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00
Private Mausoleum: Single \$3,000.00 centered over 2 graves spaces			
Private Mausoleum: Double \$4,500.00 centered over 3 graves spaces			
DESCRIPTION OF SALEABLE LOTS:			
Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19			
Class "B" lots, single graves: Section 14 and 17			
Class "C" lots, single graves: Section 18 and 19			
Cremains Section: Section specifically located in Section 8			
Baby Section: Single grave only, available in sequential order			
Private Mausoleum: Section 13 only and at the discretion of the Cemetery. A complete set of construction plans must be submitted for review and approval by the Cemetery.			
INTERMENT FEES:			
Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) and approved holidays Ord. 184-17, passed 12-11-2017
Adult	\$600.00	\$900.00	\$1,200.00
Cremains Section	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt Sealing	\$600.00	\$900.00	\$1,200.00
DISINTERMENT AND REINTERMENT FEES:			
	Adult Vault	Adult Cremains	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00
FOUNDATION FEES:			

A fee of ~~\$0.50~~ \$0.75 shall be charged per square inch of surface material of concrete. All footers shall have a two-inch (2") border around the entire base. Flush markers shall not have a mandatory border.

COLUMBARIUM/NICHE WALL: (cremains interments only)

~~CLBM-1 One (1) Niche - \$950.00~~ **CLBM-1 and CLBM-2: SOLD OUT**

~~CLBM-2 One (1) Niche - Top Row - \$1,350.00~~ **CLBM- One (1) Niche - Top Row - \$3,250.00**

~~CLMB-2 One (1) Niche - Middle Row - \$1,250.00~~ **CLBM- One (1) Niche - Middle Row - \$2,750.00**

~~CLMB-2 One (1) Niche - Bottom Row - \$1,150.00~~ **CLBM- One (1) Niche - Bottom Row - \$2,250.00**

~~Interment - \$350.00 per opening (max. two (2) per Niche)~~ **Interment (max. two urns (2) per niche)**

Engraving - Actual cost

ADDITIONAL SERVICES:

1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules.

2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service.

3. There shall be a ~~\$50.00~~ **\$100.00** Transfer of Lot Fee for all lot transfers.

4. There shall be a **\$250.00** administrative fee for all columbarium niches sold back to the City.

5. There shall be a **\$600.00** charge for replacement niche covers, as applicable.

NOTE: NOTICE OF NOT LESS THAN FORTY-EIGHT (48) HOURS
SHALL BE GIVEN FOR OPENING OF A GRAVE PER SECTION 943.04(j).

SEC. 2: That Ordinance No. 97-24, passed May 13, 2024, is hereby repealed.

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: May 28, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 29, 2024

SIGNED: Dennis Hanwell
Mayor



Spring Grove Cemetery

Cemetery Sexton,

James Hjort

785 E. Washington

Medina, Ohio 44256

330-722-9056

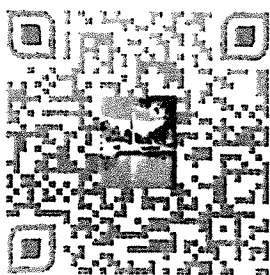
Office hours:

Monday - Friday 7:00 am - 3:00 pm

springgrovecemetery@medinaoh.org



*To search for your loved
one, follow the QR Code.*



943.11 SCHEDULE OF CHARGES AND FEES
(ORD 102-24 passed May 28, 2024 effective 30 days)

LOT FEES PER GRAVE:

Lot Type	No. of Lots	Resident	Non-Resident
A	per grave	\$650.00	\$750.00
B	per grave	\$850.00	\$950.00
C	per grave	\$750.00	\$850.00
Cremains Section	per grave	\$300.00	\$350.00
Baby Section	per grave	\$300.00	\$350.00

Private Mausoleum: Single \$3,000.00 centered over 2 graves spaces

Private Mausoleum: Double \$4,500.00 centered over 3 graves spaces

DESCRIPTION OF SALEABLE LOTS:

Class "A" lots, single or multiple graves: All Sections except 14, 17, 18 and 19

Class "B" lots, single graves: Section 14 and 17

Class "C" lots, single graves: Section 18 and 19

Cremains Section: Section specifically located in Section 8

Baby Section: Single grave only, available in sequential order

Private Mausoleum: Section 13 only and at the discretion of the Cemetery. A complete set of construction plans must be submitted for review and approval by the Cemetery.

INTERMENT FEES:

Interment of Residents or Non-residents	Before 2:00 p.m. Weekdays	After 2:00 p.m. Weekdays and until 12:00 Noon Saturday	After 12:00 Noon Saturday or Sunday (Court Ordered) and approved holidays Ord. 184-17, passed 12-11-2017
Adult	\$600.00	\$900.00	\$1,200.00
Cremains	\$350.00	\$450.00	\$700.00
Baby Section	\$350.00	\$450.00	\$700.00
Crypt	\$600.00	\$900.00	\$1,200.00

DISINTERMENT AND REINTERMENT FEES:

	Adult Vault	Adult Cremains	Infant
Disinterment	\$2,000.00	\$600.00	\$500.00

FOUNDATION FEES:

A fee of \$0.75 shall be charged per square inch of surface material of concrete. All footers shall have a two-inch (2") border around the entire base. Flush markers shall not have a mandatory border.

COLUMBARIUM/NICHE WALL: (cremains interments only)

CLBM-1 and CLBM-2: SOLD OUT

CLBM- One (1) Niche – Top Row - \$3,250.00

CLBM- One (1) Niche – Middle Row - \$2,750.00

CLBM- One (1) Niche – Bottom Row - \$2,250.00

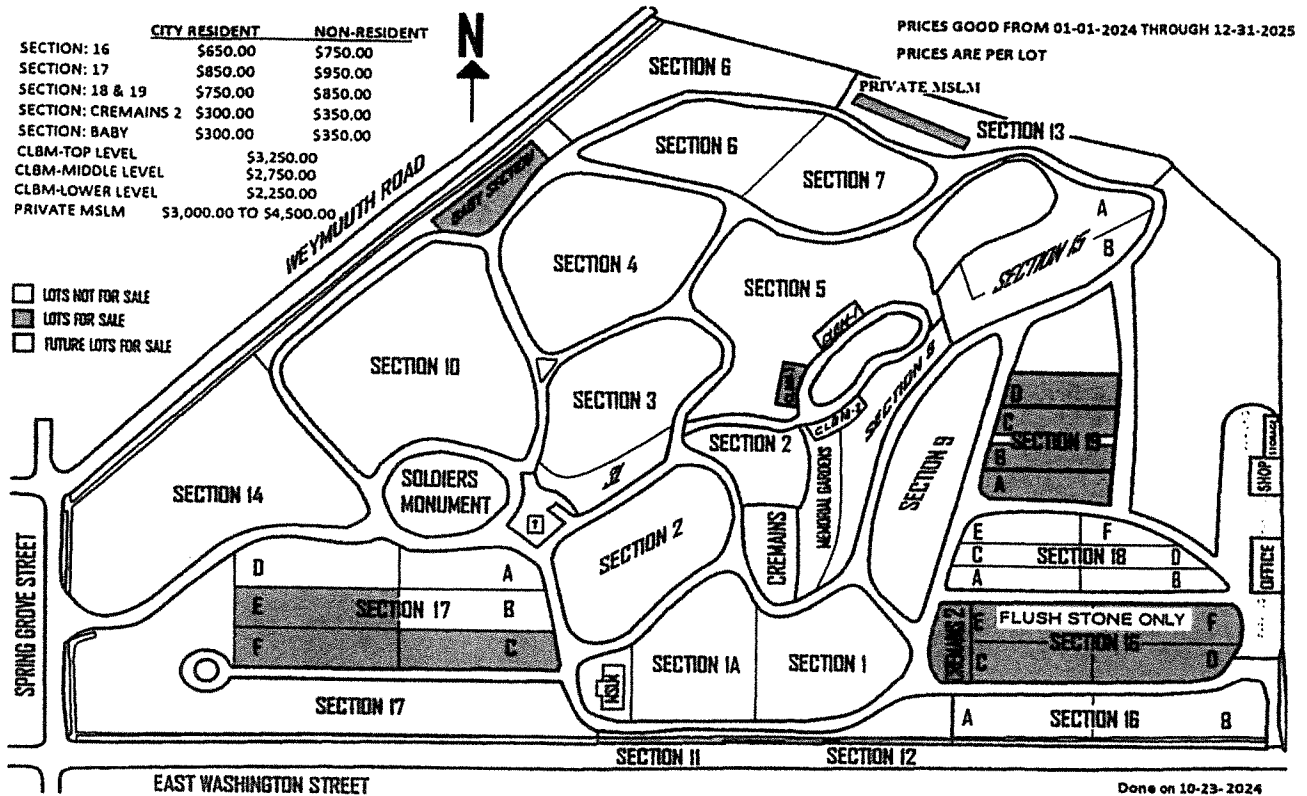
Interment (max. two urns (2) per niche)

Engraving - Actual cost

ADDITIONAL SERVICES:

1. Upon request, the Director of Public Service shall give written estimates of work to be done by cemetery employees on the cemetery grounds not covered in the foregoing schedules.
2. There shall be a \$100.00 charge for chapel use for a funeral or memorial service.
3. There shall be a \$100.00 Transfer of Lot Fee for all lot transfers.
4. There shall be a \$250.00 administrative fee for all columbarium niches sold back to the City.
5. There shall be a \$600.00 charge for replacement niche covers, as applicable.

NOTE: For credit / debit card transactions, there will be a fee of 2.95% per transaction effective February 24, 2025 Notice of not less than forty-eight (48) hours shall be given for opening a grave. Per City Ord. 943.04-J



MONUMENT COMPANIES

These are the companies that are normally used however the City does not endorse / nor limit any specific company.
NOTE: Please consult Rules and Regulations Section 943.06 (1) Ordinance No. 45-20 for monument specifications.
 Contact Spring Grove Cemetery for a Footer Application.

MIDWEST EVERLASTING MEMORIALS
ADDRESS: 1244 HIGH STREET,
 WADSWORTH, OH 44281
PHONE: (330) 334-1988
FAX: (330) 334-1989
WWW.MIDWESTEVERLASTINGMEMORIALS.COM

KOTECKI FAMILY MEMORIALS
Address: 127 W Smith Rd,
 Medina, OH 44256
Phone: (330) 725-8848
FAX: (330) 722-5862

MILANO MONUMENTS
Address: 14600 Brookpark Rd,
 Cleveland, OH 44135
Phone: (216) 362-1199
FAX: (216) 362-8230

ETERNITY MONUMENTS
Address: 15420 Brookpark Rd.
 Cleveland, OH 44135
Phone: (440) 309-5977

JOHN CARABELLI
ADDRESS: 14110 Brook Park Rd.
 Brook Park, OH 44121
PHONE: 216-267-8585

THOMPSON-CHAPMAN MEMORIALS
Address: 327 S Market St,
 Wooster, OH 44691
Phone: (330) 264-8703
FAX: (330) 601-1016

PERTEE MONUMENTS
Address: 4105 Cleveland Rd,
 Wooster, OH 44691
Phone: (330) 345-8811
FAX: (330) 345-3404

Seasonal Clean Off: The Annual spring clean off is **March 16, 17 and 18**. The Annual fall clean off will be **October 16, 17 and 18**.

Footer Pours: For upright monuments, footers are poured three times annually. Typically, July / August; August / September and September / October. *All subject to change, based on weather.*

943.06 MARKERS, MONUMENTS, FOUNDATIONS AND NICHE COVERINGS

(ORD 141-23 approved September 12, 2023 eff October 12, 2023)

- (A) All burials and cremains interred in Spring Grove Cemetery may be identified with a monument or marker.
- (B) Monuments may be erected in all sections except Section 16, Rows A, B, F through L, Cremains Section and Baby Section.
- (C) A single monument or marker is permitted on each grave space at the head of the grave. All lots are permitted a foot marker except in the Cremains and Baby Sections.
- (D) No markers or monuments shall be erected or placed in the cemetery unless application, specifications, plans and location have been first submitted to and approved by the Director of Public Service.
- (E) To insure permanency all foundations shall be built by cemetery employees or contractors approved by the Director of Public Service at the expense of the grave owner with the exception of foundations for private mausoleums. Foundations for private mausoleums will be dug and poured by the monument company at the Owner's expense.
- (F) The Director of Public Service shall have the authority to inspect the setting of any monument or marker, and if improperly set, order the resetting of same.
- (G) After a monument or marker has been placed in the cemetery, it shall not be removed without written permission of the Director of Public Service.
- (H) All inscriptions, whether raised or engraved, shall be at least one eighth inch (") deep
- (I) All engraving on niche coverings must conform with specifications on file in the office of the Director of Public Service.
- (J) Deceased who served in the armed forces, and who are entitled to receive a bronze or granite marker from the United States Government, shall be allowed to have that marker at the foot of their grave in all sections, except the Cremains Section due to limitations of size. Military markers to be attached to a monument must be professionally installed
- (K) Bronze military markers are permitted to be placed on the back of upright monuments or set in concrete as a flush marker.
- (L) The following dimensions shall not be exceeded for monument bases and **tablets in all Sections**. The minimum monument width of a base shall not be less than six (6) inches, or wider than fourteen (14) inches. The maximum height of the base shall not exceed (10) inches. The maximum tablet height shall not exceed (48) inches.

Number of Grave Spaces	Width of Grave Space	Length of Marker	Height of Tablet
One (1)	36 inches	32 inches	48 inches
One (1)	48 inches	34 inches	48 inches
Two (2)	48 inches	60 inches	48 inches
Two (2)	36 inches	48 inches	48 inches
Baby Section	24 inches	18 inches	N/A
Cremains Section	36 inches	24 inches by 12 inches wide	N/A

The dimensions for private mausoleums shall be as follows:

Single Private Mausoleum: Not to exceed 55 inches in width, 155 inches in length, and 58 inches in height

Double Private Mausoleum: Not to exceed 96 inches in width, 155 inches in length, and 58 inches in height

943.07 DECORATIONS, ORNAMENTS AND FLOWERS

- (A) All monuments are permitted a seasonal planting area extending no more than ten inches (10") from the foundation on the burial side of a monument. All decorations, ornaments and flowers must be installed within this area.
- (B) Only one (1) shepherd's hook or one (1) potted plant is permitted on a marker.
- (C) Seasonal items on lots will be removed by City employees on or after the following dates. Items not removed prior to these dates will be discarded:
 - Summer decorations shall be removed from lots on or before October 15th
 - Fall decorations shall be removed from lots on or before December 15th.
 - Winter decorations shall be removed from lots on or before March 15th.
- (D) Funeral designs, floral pieces, and wreaths shall be removed from graves when they become wilted or unsightly. Persons desiring to retain funeral designs or floral pieces must remove the same within forty-eight (48) hours after the interment or they will be discarded. In no case shall City employees attempt to locate designs, floral pieces or wreaths after their removal from a lot. (Ord. 25-05. Passed 2-14-05.)

SPRING GROVE CEMETERY

MEDINA, OHIO

APPLICATION FOR APPROVAL: MONUMENTS, MARKERS, AND FOUNDATION ORDER

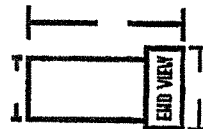
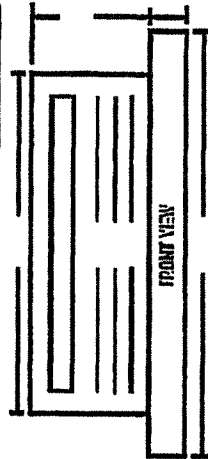
Company: _____ Check No: _____
 Address: _____ Amount: _____
 Date: _____ Signed: _____

MONUMENT DESCRIPTION, DIMENSIONS AND LOCATION

Material: _____ Section: _____
 Color: _____ Lot: _____
 Shape: _____ Grave: _____
 Type: _____ Lot Owner's Signature: _____

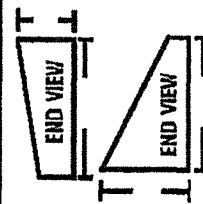
(A)

UPRIGHT MONUMENT (INCLUDE DIMENSIONS)

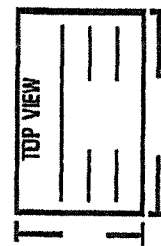


HEAVY OR SLANT (INCLUDE DIMENSIONS) FLUSH OR FLAT MARKER (INCLUDE DIMENSIONS)

(B)



(C)



(L + 4) x (W + 4) x .75 = COST OF FOUNDATION FOR 2023
 FOR CITY OF MEDINA USE:

Received on: _____ Approved: _____
 Notes: _____ By: _____
 Date: _____

11.75" X 11.8"

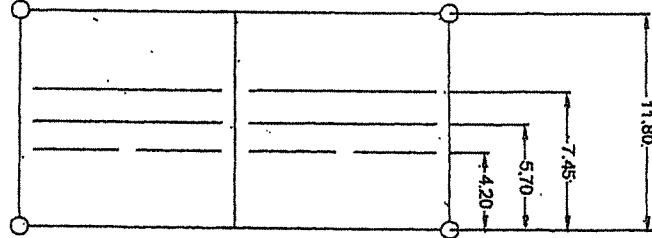
BLACK
 SAMUEL E.
 1948 2001

ALL LETTERING
 IS MODIFIED ROMAN

SURNAMES ARE 1.25" HIGH
 FIRST NAMES & INITIALS ARE
 1" HIGH
 DATES ARE 0.75" HIGH

INSCRIPTION EXAMPLE
 SINGLE CREMAINS WITHOUT EMBLEM

STANDARD PANEL LAYOUT



CITY OF MEDINA
 SPRING GROVE CEMETERY
 COLUMBARIUM PANEL INSCRIPTION

OWNERS APPROVAL: _____ DATE: _____
 COLUMBARIUM NUMBER: _____ NICHE NUMBER: _____
 SEXTON APPROVAL: _____ DATE: _____

REQUEST FOR COUNCIL ACTION

No. RCA 26-175-9/14

FROM: Gregory Huber
DATE: August 19, 2026

Committee: Finance

SUBJECT: ~~Authorization of payment greater than or equal to \$35,000 in accordance with ORC 5705.41 (D) (1)~~ Increase P.O. 26-0896

SUMMARY AND BACKGROUND:

In accordance with ORC 5705.41 (D) (1), I respectfully request that Council pass a resolution ^{Ord.} authorizing the increase of purchase order 26-0896 by \$25,000 to a total of \$45,000. Vendor number R00283 Roetzel & Address.

This request for Council Action shall serve as the Finance Director's certification that there was at the time of the making of this contract and there is at the time of the execution of this certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

ORC 5705.41 (D) (1):

Except as otherwise provided in division (D)(2) of this section and section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid.

Estimated Cost:

Suggested Funding:

- sufficient funds in Account No.
- transfer needed from Account No. _____ to Account No. _____
- NEW APPROPRIATION needed in Account No. _____

Emergency Clause Requested: Yes

Reason: Increase purchase order. Vendor is waiting for payment on current invoices and increase for pending litigation matters. We would appreciate the resolution being passed through Finance Committee and Council at the meeting.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

RCA 26-176-9/14

City of Medina
Board of Control/Finance Committee Approval
Administrative Code: 141

Finance
Only

- Department Heads can authorize expenditures up to \$2,000.00 (requisition)
- Board of Control authorizes expenditures from \$2,000.01 to \$20,000.00 (BOC form).
- Finance Committee authorizes expenditures from \$20,000.01 to \$35,000.00 (BOC form).
- Council authorizes expenditures/bids over \$35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 9/2/2026

Department: Sanitation

Amount requested: \$13,394.06

BOC Approval Date: _____

Fill below for increases only

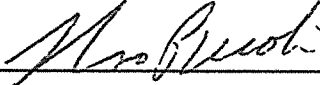
(Finance Use Only)

Increase Amount: \$10,000.00 PO Number to increase: 2026001029

New PO Total with increase: \$23,394.06

Account Number: 514-0543-53321

Vendor: Weller Truck Parts Vendor #: _____

Department Head/Authorized Signature:  

Item/Description:

Reman Transmission for unit #636 2015 Freightliner SD114 Rear load truck (Done)

Reman Transmission for unit #624 2015 Mack Front load Truck

FINANCE COMMITTEE APPROVAL: (expenditures from \$20,000.01 to \$35,000.00)

Date Approved/Denied by Finance Committee: _____

Date to Finance: _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
 - Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.
- Thank you.

Revised: 5/7/2025

REQUEST FOR COUNCIL ACTION

No. *RCA 26-177-9/14*

FROM: Main Street Medina, *Roger Smalley*

Committee: *Finance*

DATE: September 2, 2026

SUBJECT: Enhanced Public Decorations for the 2026 Holiday Season

SUMMARY AND BACKGROUND:

Background: Since 2008, Main Street Medina has coordinated the annual effort to decorate the historic district for the holiday season. Those efforts have expanded into the South Town area and beyond. With support from the community and the city, Medina's holiday experience has continued to grow and become an important part of the community's identity, its economic health and a significant draw for residents and visitors.

Earlier this year, at Mayor Shields' request, Main Street Medina's Design Committee established a subcommittee focused specifically on developing a coordinated, long-term plan for holiday decorations throughout the Historic Square and the broader district. The sub-committee has made significant progress and funds are needed to address expenditures for this year's holiday season.

2026 FUNDING REQUEST

Maintaining Medina as a holiday destination requires both planning and investment. The committee is now in the process of purchasing new and replacement decoration materials for the 2026 holiday season. The Main Street Medina Board recently voted to provide \$25,000 to support the implementation of the plan.

We are respectfully requesting that the Council of the City of Medina match Main Street's contribution with a new appropriation of \$25,000 which will be used solely for the decoration effort. Funding available now will determine what can be ordered and installed for the 2026 season. Orders must be placed soon to allow sufficient time for ordering, delivery, preparation and installation before the holiday season begins.

Additional information supporting this request is available including a summary of the committee's work to date and a detailed working budget for the 2026 improvements. Please contact Main Street for additional information if desired.

Estimated Cost: 2026 expenditure: \$25,000

Suggested Funding: Transfer needed from Account _____ to Account No. _____

NEW APPROPRIATION needed in Account No.: Main Street Medina budget account

Emergency Clause Requested: Yes

Reason: The holiday season is fast approaching and funds are needed now.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

Kathy Patton

From: rogersmalley@zoominternet.net
Sent: Wednesday, September 2, 2026 1:04 PM
To: Kathy Patton
Subject: Request for Council Action
Attachments: Revised Decoration Committee Request.doc

Hi, Kathy,

I hope this finds you doing well and staying cool.

Attached please find an RCA from Main Street Medina. I am submitting this as the chair of the MSM Design Committee with the blessing of the MSM Board and the full knowledge of Mayor Shields.

Please add our request to the next Council packet so it may be considered for approval later this month.

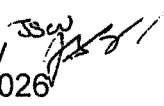
If you need any additional information, please let me know. Also, please let me know that you did receive this e-mail.

Thanks very much.

Roger

REQUEST FOR COUNCIL ACTION

No. RCA 26-178/9-14

FROM: Jansen Wehrley 

Committee: Finance

DATE: September 3, 2026

SUBJECT: JUMP Playground Grant Application, Land and Water Conservation Fund

SUMMARY AND BACKGROUND:

The Parks and Recreation Department respectfully requests Council authorization to apply for and accept grant funding through the Ohio Department of Natural Resources' Land and Water Conservation Fund (LWCF) Grant Program. This federal program provides funding assistance of up to 50 percent of eligible project costs for the acquisition and development of public outdoor recreational facilities and areas by local governmental agencies.

The Department intends to pursue this funding opportunity to help offset costs associated with the reconstruction of JUMP Playground at Memorial Park. Originally constructed more than 33 years ago through a community-led effort, JUMP Playground remains a valued community asset. Partial funding for the project has been tentatively identified within the Department's five-year budget, and the City has received a \$40,000 private donation toward the project. Community input, including surveys completed by local students, has demonstrated strong support for the redevelopment effort.

Grant funds are awarded on a reimbursement basis, requiring the City to finance eligible project costs prior to reimbursement. Applications for the current grant cycle are due October 30, 2026. Should the grant be awarded, the Department further requests authorization for the mayor to accept the grant and execute any documents necessary for the administration and implementation of the project.

Estimated Cost: \$600,000- \$1,100,000.00

Suggested Funding: 104-0301-54413 (Current balance \$124,037.00)

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: NO

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:



National Park Service

Land and Water Conservation Fund

[NPS.gov](https://www.nps.gov/) (<https://www.nps.gov/>) [Home](https://www.nps.gov/subjects/lwcf/index.htm) (<https://www.nps.gov/subjects/lwcf/index.htm>) [State and Local Grant Funding](#)

State and Local Grant Funding

The Land and Water Conservation Fund (LWCF) supports close to home recreation opportunities and provides community access to the outdoors. It's likely that one of your favorite state or local parks has received support from LWCF. Since its inception in 1965, LWCF has helped fund over 46,000 projects in communities and neighborhoods across the country.

Through federal grants to states and communities, the Land and Water Conservation Fund supports locally-led outdoor recreation projects by providing matching grants to state and local governments. With these resources, state and local governments are able to create and improve parks and recreation areas, with LWCF's impact reaching millions of people each and every day.

Alongside state and local partners, the National Park Service is proud to extend the benefits of outdoor recreation to communities across the United States beyond the

boundaries of America's national parks. Parks and recreation spaces big and small have benefitted from state side LWCF, from the Allagash Wilderness Waterway in Maine to Gas Works Park in Seattle, Washington.

The state LWCF grant program is administered by the [State and Local Assistance Programs Division](https://www.nps.gov/orgs/1600/index.htm) (<https://www.nps.gov/orgs/1600/index.htm>) of the National Park Service. Funding is distributed annually to develop and support basic recreation facilities in every state and territory of the nation.

The National Park Service works with partners through state side LWCF to ensure that the recreational resources across the United States are protected for future generations.



Mercer Memorial Park in North Dakota received a LWCF grant to replace second-hand park playground equipment. The new, accessible playground is open year-round and welcomes people of all ages.
North Dakota Parks & Recreation

(Finance use only)

RCA Number RCA 26-179-9/14
(Council use only) Finance
NO. 2026-032

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
			104-0301-54713	\$50.00		X

EXPLANATION:

Accept Check Number 1696 from Kathy & Stuart Mohr; for Park Use in Memory of Patricia Rickard

DEPARTMENT HEAD: [Signature]
MAYOR'S APPROVAL:
(WHEN NECESSARY) _____

DATE: 08.19.2026

COUNCIL/COMMITTEE ACTION:

APPROVED:
DENIED:
RETURNED FOR EXPLANATION:
RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. 142-26
✓

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

2026-033

NO.
(Finance use only)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
------------------------	------------------------	----------------------	------------------------	--------	--	-------------------------

		107-0110-53322	Maint. Of Facilities	\$350.00		X
			Total Increases to fund:			
			Total reductions to fund:			
			Total transfers within fund:			

EXPLANATION:

To accept donation of \$350.00 from Susan Bryenton (check #25-3/440 dated 8-18-26) to be used to purchase a memorial tree for Station #1.

DEPARTMENT HEAD:

~~Larry Walters, chair~~

DATE: 8/19/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED:

DENIED:

RETURNED FOR EXPLANATION:

RETURNED TO USE EXISTING ACCOUNT FUNDS:

CLERK OF COUNCIL/DATE

ORD. NO. 142-26

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

Batch Number _____
(Finance use only)

RCA Number RC# 26-179-9/14
(Council use only) Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

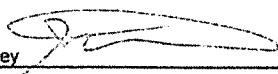
ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

NO. 2026-0341

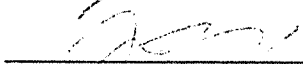
X
X

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS
		574-0357-52215	Contractual	\$ 10,000.00		x
		574-0357-50111	Salaries & Wages	\$ 35,000.00		x
		574-0357-51121	Retirement	\$ 4,900.00		x
		574-0356-53312	Chemicals	\$ 8,500.00		x

EXPLANATION:
Cover additional staffing and buses for summer camp
Cover Pool chemicals through year end.

DEPARTMENT HEAD: Jansen Wehrley 

DATE: 8/31/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY) 

COUNCIL/COMMITTEE ACTION: _____

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 142-26 ✓

CLERK OF COUNCIL/DATE _____

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only)

RCA 26-179-7/14

Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE
FINANCE COMMITTEE
COUNCIL

X
X

NO. 2026-035
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	TRANSFER OF EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		001-0707-52215	gen admin - contractual	90,000.00			sharp shooter program
		169-0716-54412	Muni courthouse	84,128.00			courthouse
		301-0707-53315	gen purpose cap - tools /minor	8,000.00			deer signs
		301-0707-52226	gen purpose cap - prof svcs	5,000.00			406 S Broadway eval
		301-0716-54412	Gen purpose cap - muni courthouse	84,128.00			courthouse
		514-0543-54417	san - vehicles	95,000.00			frontloader
102-0610-50111	streets - wages	102-0145-50111	traffic control - wages	25,000.00			to cover acct
			Total increases to fund:	366,256.00			
			Total reductions to fund:				
			Total transfers within fund:	25,000.00			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers

DATE: 9/2/2026

MAYOR'S APPROVAL:
(WHEN NECESSARY)

DATE: _____

COUNCIL/COMMITTEE ACTION:

APPROVED: _____
DENIED: _____
RETURNED FOR EXPLANATION: _____
RETURNED TO USE EXISTING ACCOUNT FUNDS: _____

ORD. NO. 142-26

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 8, 2026

SUBJECT: Inspection: Job #1062 – Prospect Street Bridge Replacement

NO. RCA 180-9/14

COMMITTEE

REFERRAL:

FinanceOnlyunder \$25,000

This request is for authorization to enter into an agreement with CTL Engineering to provide bridge inspection for the Prospect Street Bridge Replacement Project. The cost of this inspection is estimated to be 24,396. We are requesting approval for \$30,000 to cover any unanticipated additional inspection fees.

The City previously secured approval for a grant from the Ohio Department of Transportation (ODOT) for this project in the amount of \$1,809,000. As part of this grant, ODOT requires that the project be inspected following their bridge inspection guidelines. CTL will provide an ODOT certified inspector to complete all inspections tasks.

Thank you for your consideration.

ESTIMATED COST: \$30,000

SUGGESTED FUNDING: 108-0679-54414 (City share): \$ 30,000

Sufficient Funds in Account Number:

Transfer Needed from: to:

New Appropriation Account Number:

Emergency Clause Requested: No
Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



August 19, 2026

City of Medina
Engineering Department
132 N. Elmwood Avenue
Medina, OH 44256

Attention: Fred Himmelreich, P.E.

Reference: Cost Proposal for Construction Inspection Services
MED-262-0.29 (Prospect), PID 120265
CTL Engineering Proposal Number 26020024CLE-PPL

Mr. Himmelreich:

CTL Engineering Inc. (CTL) is pleased to submit this proposal for providing construction inspection services for the referenced project. This proposal outlines our understanding of the project, CTL's scope of work and fees.

GENERAL PROJECT DESCRIPTION

This project involves the replacement of the Prospect Street Bridge (SFN 5265398), including new waterline, pavement resurfacing, curb, sidewalk, traffic control signs and pavement markings.

SCOPE OF SERVICES

CTL Engineering will provide construction administration and construction inspection and asphalt testing services for the duration of the project. We will provide on-site services on a full-time or part-time basis, depending on the scope and schedule of the work item, including project administration and project inspection of all work activities. We anticipate that our services will include the following:

1. The inspector would not be present full-time but would be present during all major work events associated with the 3-sided box culvert installation. The contractor (Fechko) plans to work four 10-hour days per week. Please assume inspection for 5 hours per day 4 days a week.
2. Daily inspection reports, including quantity tracking, pictures, etc., for the bridge work meeting ODOT requirements will be required to be provided to the city records using Appia for construction inspection.
3. Documentation of any construction issues or force accounts.
4. Coordination and communication with the city project engineer.
5. City will handle most communications with the residents and businesses within the work zone; however, the inspector will also need to assist with these efforts as the City's Liaison.

FEE PROPOSAL

CTL proposes to provide qualified technical personnel to perform the necessary tasks in accordance with the project specifications. CTL will invoice using audited ODOT overhead and cost-of-money rates and approved net fee with actual pay rates for personnel services and rates for equipment.

Please find a schedule of unit rates and an hourly rate calculations form for personnel pay rates. All invoices will be done monthly and will be based on the actual quantity of work performed in accordance with the rates quoted on the attached fee proposal.

Reference: Cost Proposal for Construction Administration and Inspection and Testing Services
MED-262-0.29, PID 120265
CTL Engineering Proposal Number 26020024CLE-PPL

Attached is an estimated cost proposal totaling **\$24,396.00** for Construction Inspection services. The following assumptions are made regarding this cost proposal:

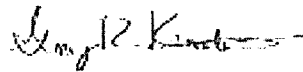
- 1) Structures Inspector working 4 days/week at 5 hours/day for the duration of 3-sided culvert installation.
- 2) Structures inspection will be required for 10 weeks (200 hours).
- 3) Proposal assumes no overtime. If needed, overtime would apply for work performed by the contractor on weekends or holidays, or for work greater than 8 hours per day and will be billed according to the cost estimate in this proposal.
- 4) City will provide all necessary inspections for all non-bridge related items (utility installation, pavement, sidewalk, etc.).
- 5) City will provide, through a separate contract, all necessary material (concrete, asphalt) testing and geotechnical support.

CLOSING

We sincerely appreciate the opportunity to submit this cost proposal and look forward to working with you on this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,

CTL ENGINEERING, INC.



Gregory R. Kronstain, P.E.
Regional Construction Service Line Manager

Attachments: Construction Services Unit Rates
General Notes and Conditions
Hourly Rate Calculation
Cost Estimate



Reference: Cost Proposal for Construction Administration and Inspection and Testing Services
MED-262-0.29, PID 120265
CTL Engineering Proposal Number 26020024CLE-PPL

CONSTRUCTION SERVICES UNIT RATES

PERSONNEL

Structures Inspector (1015).....per Hourly Rate Calculations

Note: Our Inspectors perform the necessary inspection and testing to provide quality control for the project under the guidance of our engineering staff. Should problems arise beyond the scope of the Inspector, they will be resolved by an Engineer or Manager. The field data is reviewed, and the reports are prepared by an Engineer. Fees for personnel services are invoiced on an hourly basis (portal to portal), in accordance with rates shown below. Overtime does not apply to Engineers and Managers. There will be a (4) hour minimum charge for all Inspector work.

EQUIPMENT

Vehicle – Automobile or Truck (20DOTVEH)\$62.00/day

MISCELLANEOUS EXPENSES

Overtime

Applies to hours not between 8am to 5pm, M-FTime & 1/2

Saturday and excess of 8 hours/dayTime & 1/2

Sunday and HolidaysDouble Time

Project Management Program

APPIA Project Management License (APPLIC).....\$158.00/month/License



GENERAL NOTES AND CONDITIONS

1. These prices are applicable for 2026; however we reserve the right to change these prices without notification unless otherwise stipulated by a signed contract or purchase order.
2. Minimum charge for laboratory services is \$165.00.
Minimum charge for field services is \$660.00.
3. The CTL Engineering operations are organized into several different departments. Fee schedules for any of the other department services are available by contacting our marketing department.
4. Testing services are typically performed in the order in which samples are received in the laboratory. Routine turnaround time on analytical samples is one to two weeks. A surcharge of 50 percent for overtime rates may be applied for rush work.
5. Discounts are available for large quantity orders. Please call to discuss special pricing arrangements.
6. Upon completion of testing, samples remaining after testing are typically kept one month and then discarded. Any extension of this time should be requested in writing. An invoice for storage charges will be submitted on an annual basis. Samples containing toxic or hazardous materials may be returned to the client for disposal. If CTL Engineering is required to perform disposal our client will be billed for disposal costs.
7. Clients are expected to inform CTL Engineering of any known or suspected hazards in the samples submitted. Samples containing hazardous levels of radioactivity will not be accepted by the laboratory.
8. Field sampling services are available throughout the geographical area. These include groundwater sampling from monitoring wells, sampling of potable water, waste water sampling, soil and hazardous waste sampling. Clients with questions regarding sampling procedures or containers are welcome to call our laboratory personnel.
9. Samples submitted for testing should include the sample source and type, the time of collection if applicable, a purchase order, chain of custody form and a list of the analysis to be completed by CTL Engineering. Chain of custody forms are available from CTL Engineering laboratory personnel if needed. Label each sample clearly and completely.
10. Reports and copies of reports will be sent only to the client, unless the client formally requests otherwise in writing. CTL Engineering maintains strict confidentiality with our clients. All data, reports, proprietary information and records associated with clients are maintained in strict confidence.
11. CTL Engineering states that analytical work shall be performed in accordance with good laboratory practices and professional standards. No other warranty is expressed or implied.
12. Payment terms are Net 30 Days from date of invoice, with a 1.5% per month service charge applied to past due balances.



Reference: Cost Proposal for Construction Administration and Inspection and Testing Services
 MED-262-0.29, PID 120265
 CTL Engineering Proposal Number 26020024CLE-PPL

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Last Revised
 11/10/16

Agreement No.:

C-R-S:

Firm Name:

MED-262-0.29, PID 120265
CTL Engineering, Inc

Company Overhead: 163.71%

Average Overhead: 160.84%

Cost of Money: 2.21%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? Yes

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ^{1,2}
Structures Inspector	Yes	\$30.00	\$49.11	\$0.66	\$7.83	\$88	\$131
Structures Inspector	Yes	\$40.00	\$65.48	\$0.88	\$10.43	\$117	\$175
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	
0	No	\$0.00	\$0.00	\$0.00	\$0.00	N/A	

¹ **Note:** Rounded the nearest dollar.

² **Note:** Inclusive of overtime premium, if company classifies OT premium as an other direct cost.

rev. 11/9/2016



Reference: Cost Proposal for Construction Administration and Inspection and Testing Services
 MED-262-0.29, PID 120265
 CTL Engineering Proposal Number 26020024CLE-PPL

COST ESTIMATE - MED-262-0.29, PID 120265

Estimate

Construction

40 days	Structures Inspector	5 hrs/d	\$ 108.00	\$/hr	\$ 21,600.00
0 days	Structures Inspector (OT Monday - Friday, If Needed)	hrs/d	\$ 162.00	\$/hr	\$ -
40 days	Vehicle/Truck	1 vehicle	\$ 62.00	\$/d	\$ 2,480.00
Subtotal					\$ 24,080.00

Expenses

APPIA Project Management License (2 months)	1 License	\$ 158.00	\$/month	\$ 316.00
Subtotal				\$ 316.00

Total \$ 24,396.00



REQUEST FOR COUNCIL ACTION

FROM: Patrick Patton

DATE: September 8, 2026

SUBJECT: LPA Project Agreement with ODOT for Job #1176: SR 3 & SR 57 Resurfacing

NO. RCA 26-181-9/14

COMMITTEE

REFERRAL: Finance

On this date, the Ohio Department of Transportation (ODOT) submitted to the City the attached LPA Federal Local Let Project Agreement for the SR 3 & SR 57 Resurfacing. We respectfully request Council's authorization to enter into this project agreement with ODOT for this project.

This agreement is necessary when a project is partially funded through federal funds and the local entity wishes to bid, award and manage the project.

Please be advised, the City has entered into similar type agreements with ODOT in the past, most recently for the Prospect Street Bridge Replacement, the S. Huntingtin Street Bridge Replacement and the US 42 Resurfacing Project.

Thank you for your consideration

ESTIMATED COST: No cost to enter into this agreement

SUGGESTED FUNDING:

Sufficient Funds in Account Number:

Transfer Needed from:

New Appropriation Account Number:

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:

Agreement Number: 42350

PID Number: 114935

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

SAM Unique Entity ID: F88KMZKNCXD3

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 **Urban Paving in the city of Medina on SR 3 and SR 57** (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 \$2,248,560.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4PF7 SYSTEM PRESERVATION (Assistance Listing Number: 20.205 Highway Planning and Construction,) of uncapped funds that are only eligible to be spent on the urban paving eligible items in Federal funds in the Construction Contract phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge funds. This uncapped funding 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 Construction Contract/Construction Inspection 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 qualified to perform the work. 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: 42350

PID Number: 114935

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

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:

REQUEST FOR COUNCIL ACTION

No. RCA 26-182-9/14

FROM: Jansen Wehrley *JW*
DATE: September 3, 2026
SUBJECT: Donation to Farmers and Hunters Feeding the Hungry

Committee: Finance

SUMMARY AND BACKGROUND:

Respectfully request Council authorization to donate \$2,000 to Farmers and Hunters Feeding the Hungry (FHFH) a 501(c)(3) organization. The Wayne County Chapter of FHFH currently has a program set up allowing hunters to donate meat from harvested deer to either Canaan Meats or Yoder Meats in Wayne County.

FHFH has donated meat to Feeding Medina County in the past and wishes to continue and expand its ability to provide donations to local programs and ministries in Wayne, Portage and Medina Counties. During the 2025-2026 season, FHFH, Wayne County Chapter, donated approximately 850 pounds of venison to Feeding Medina County.

FHFH has agreed to allow the City of Medina to participate in its program and continue providing meat donations to Feeding Medina County. The proposed donation will be divided equally between the Wayne County and Portage County chapters, allowing hunters participating in the City's archery program to utilize an additional processor, Duma Meats, in Portage County. Expanding processor options will improve accessibility and convenience for participants while increasing opportunities for venison donations to local food assistance programs.

Farmers & Hunters Feeding the Hungry (FHFH) is a 501(c)(3) nonprofit organization (EIN: 52-2151919)

Estimated Cost: \$2,000.00

Suggested Funding: 001-0707-52215

- sufficient funds in Account No.
- transfer needed from Account No.
to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: No

Reason:

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Farmers and Hunters Feeding the Hungry, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) Nonprofit corporation exempt under IRS Code Section 501(c)(3)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 323 6 City, state, and ZIP code Williamsport, MD 21795 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-				-		
or									
Employer identification number									
5	2	-	2	1	5	1	9	1	9

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 7/14/2026
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DONATE DEER. FEED THE HUNGRY. CHANGE LIVES.

Hunt Down Hunger!



**EVERY
DEER.**



**EVERY
DOLLAR.**



**EVERY
PRAYER.**

We transform donated deer and livestock into nutritious meat for local food banks and feeding ministries. Your donated harvest—or your financial support—helps provide high quality protein to feed neighbors in need!

TAKE ACTION TODAY!

1. DONATE a DEER

Canaan Meats
1679 Old Columbus Rd
Wooster, OH
330-435-4778

Yoder Custom Meats
7508 S Honeytown Rd
Fredericksburg, OH
330-695-5312

Duma Deer Processing
831 Waterloo Road
Mogadore, OH
330-805-3429

2. GIVE to FEED



Scan to give,
learn, and get
involved!

3. CONNECT and HELP

Wayne County (OH-28)
Tom Norman - Coordinator
bloodhound9960@gmail.com
330-439-3760

Northeast Ohio (OH-28)
Rick Ferdig - Coordinator
NEOHIO@fhfh.org
330-715-0190

A SINGLE DONATED DEER PROVIDES ABOUT 160 SERVINGS OF NUTRITIOUS MEAT FOR PEOPLE IN NEED!

FeedingTheHungry.org



Matthew 25:35

REQUEST FOR COUNCIL ACTION

No. RCA 26-183-9/14

FROM: Kimberly Marshall

Committee Finance

DATE: September 8, 2026

SUBJECT: Request to Proceed with Special Energy Project and Adoption of Levying Special Assessments

SUMMARY AND BACKGROUND:

The City of Medina formed an Energy Special Improvement District in 2019 for businesses, companies, non-profits and government entities to use a development tool called PACE (Property Assessed Clean Energy) Financing. Spray Products, located at 1000 Lake Rd, in Medina, Ohio, would like to use this tool as part of their financing package.

This request is for council to:

- 1) Adopt via a Resolution Approving a Petition for Special Assessments for Special Energy Improvement Projects and a Supplemental Plan for Public Improvements Under Ohio Revised Code Chapter 1710; and Declaring The Necessity of Acquiring, Constructing, and Improving Certain Public Improvements Described In The Supplemental Plan For Public Improvements in Cooperation with The Medina County Energy Improvement District; (Council President and Mayor to both sign)
- 2) Approve an Ordinance Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Medina, Ohio in Cooperation with the Medina County Energy Special Improvement District and (Council President and Mayor to both sign)
- 3) To Approve an Ordinance Levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Medina, Ohio in Cooperation with the Medina County Energy Special Improvement District, Approving the C-PACE Assignment agreement and Cooperative Agreement

Suggested Funding: NONE

- Sufficient funds in Account No.
- Transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES so the company can start these projects asap.

COUNCIL USE ONLY:

Committee Action/Recommendation:

Council Action Taken:

Ord./Res.

Date:

A RESOLUTION APPROVING A PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS AND A SUPPLEMENTAL PLAN FOR PUBLIC IMPROVEMENTS UNDER OHIO REVISED CODE CHAPTER 1710; AND DECLARING THE NECESSITY OF ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS DESCRIBED IN THE SUPPLEMENTAL PLAN FOR PUBLIC IMPROVEMENTS IN COOPERATION WITH THE MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT; AND DECLARING AN EMERGENCY

ORD 143-26

WHEREAS, as set forth in Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to include their properties within energy special improvement districts ("ESIDs") upon a petition to a municipal corporation or township, which ESIDs are voluntary organizations of property owners who undertake special energy improvement projects for their properties and finance such special energy improvement projects by way of voluntary special assessments; and,

WHEREAS, 1000 Lake Holdings, LLC, an Ohio limited liability company (with all future owners of the Project Site, the "Owner"), as the current owner of certain real property located within the City of Medina, Ohio, has identified certain parcels of real property located at 1000 Lake Road, Medina, Ohio (the "Property") as appropriate properties for a special energy improvement project pursuant to Ohio Revised Code Chapter 1710; and,

WHEREAS, the Owner has submitted to the Council of the City (the "Council") a Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the "Petition"), together with a plan entitled City of Medina Energy Special Improvement District Program Plan Supplement to Plan for 1000 Lake Road, Medina, Ohio Project (the "Supplemental Plan"), all in accordance with Ohio Revised Code Section 1710.02; and,

WHEREAS, the Petition, which is on file with the City, has been signed by the Owner, as the owner of 100% of the Property affected by the Petition (as further described in Exhibit A to the Petition); and,

WHEREAS, the Petition and the Plan request that the City add the Property to the territory of the District, and levy special assessments on the Property to pay the costs of a special energy improvement project consisting of acquiring, constructing, equipping, improving, and installing energy efficiency improvements, including, without limitation, energy efficient roofing, electrical and lighting, and related improvements; and,

WHEREAS, the Petition is for the purpose of developing and implementing special energy improvement projects in furtherance of the purposes set forth in Section 2(o) of Article VIII of the Ohio Constitution, including, without limitation, the Project and other special energy improvement projects to be located on properties that may from time to time be added to the District, and further, the Petition identifies the amount and length of the special assessments to be imposed with respect to the Project; and,

WHEREAS, in the Petition, the Owner requests that the Project be paid for by special assessments levied on the Property by the City (the "Special Assessments") in an amount and for a length sufficient to pay the costs of the Project, which is estimated to be a maximum of \$4,138,320.84, including other related costs of financing the Project, which may include, without limitation, the payment of principal of and interest on obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and District administrative fees and expenses, and requests that the Project be undertaken cooperatively by the City, the District, and such other parties as the City may deem necessary or appropriate to pay the costs of the Project; and,

WHEREAS, this Council, as mandated by Ohio Revised Code Section 1710.06, must approve or disapprove the Petition within sixty (60) days of the submission of the Petition; and,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Medina, Ohio, as follows:

SECTION 1: This Council hereby approves the Petition and the Supplemental Plan, and the Articles, in substantially the form now on file with the Council and the Clerk of Council. Pursuant to the Petition and the Supplemental Plan, the District is hereby expanded to include the Property.

SECTION 2: Pursuant to Ohio Revised Code Section 1710.02(G)(4), this Council determines that the Project is not required to be owned exclusively by the City for its purposes, for uses determined by this Council, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Council accordingly authorizes the Board to act as its agent to sell, transfer, lease, or convey the Project. The consideration the Board must obtain from any sale, transfer, lease, or conveyance of the special energy improvement project on the Property is any consideration greater than or equal to One Dollar and Zero Cents (\$1.00).

SECTION 3: This Council determines and declares that the Project is an essential and vital public, governmental purpose of the City as a Special Energy Improvement Project, as defined in Ohio Revised Code Section 1710.01(I); and that in order to fulfill that essential and vital public purpose of the City, it is necessary and proper to provide, in cooperation with the District, for (i) the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Petition and the Plan, and (ii) the payment of

the costs of the Project, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Project and the interest on such damages; the reasonable costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; reasonable expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued or incurred to provide a loan or to secure an advance of funds to the Owner, as borrower, or otherwise to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other reasonable obligations so issued or incurred, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and reasonable District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Project for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District or another issuer of notes or bonds to pay the costs of the Project; together with all other necessary expenditures, all as more fully described in the Petition, the Plan, and profiles, specifications, and estimates of cost of the Project, all of which are on file with the Clerk of Council and open to the inspection of all persons interested. This Council further determines and declares that the Project is conducive to the public peace, health, safety and welfare of the City and the inhabitants of the City.

SECTION 4: This Council determines that the Project's elements are so situated in relation to each other that in order to complete the acquisition, construction, and improvement of the Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner; and that the Project's elements shall be treated as a single improvement, pursuant to Ohio Revised Code Section 727.09, and the Project's elements shall be treated as a joint improvement to be undertaken cooperatively by the City and the District pursuant to Ohio Revised Code Section 9.482 and Ohio Revised Code Chapter 1710.

SECTION 5: Pursuant to and subject to the provisions of a valid Petition signed by the Owner, which is the owner of one hundred percent (100%) of the Property, the entire cost of the Project shall be paid by the Special Assessments levied against the Property, which are the benefited properties. The City does not intend to issue securities in anticipation of either the levy of the Special Assessments or the collection of the Special Assessments.

SECTION 6: The method of levying the Special Assessments shall be in proportion to the benefits received from the financing of the Project, allocated among the parcels constituting the Property as set forth in the Petition.

SECTION 7: The lots or parcels of land to be assessed for the Project shall be the Property, described in Exhibit A to the Petition, all of which lots and lands are determined to be specially benefited by the Project.

SECTION 8: The Special Assessments shall be levied and paid in thirty-eight (38) semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition, and the Owner has waived its option to pay the Special Assessment in cash within thirty (30) days after the first publication of the notice of the assessing Resolution. The aggregate maximum amount of Special Assessments estimated to be necessary to pay the costs of the Project is \$4,138,320.84. Each semi-annual Special Assessment payment represents payment of a portion of any principal repayment, interest, and administrative fees payable with respect to the Project. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by the City. In addition to the Special Assessments, the County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which amount will be added to the Special Assessments by the County Auditor of Medina County, Ohio.

SECTION 9: The Council and the Clerk of Council, or their designee, are authorized and directed to prepare and file in the office of the Council and the Clerk of Council the estimated Special Assessments for the costs of the Project in accordance with the method of assessment set forth in the Petition and this Resolution, showing the amount of the assessment against each lot or parcel of land to be assessed.

SECTION 10: Upon the filing of the estimated Special Assessments with the Council and the Clerk of Council, notice of the adoption of this Resolution and the filing of the estimated Special Assessments shall be served upon the Owner of the Property, as provided in Ohio Revised Code Section 727.13. The appropriate officials of the City shall also comply with the applicable procedural requirements of Ohio Revised Code Chapter 727.

SECTION 11: The Council and the Clerk of Council, or their designee, is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Project.

SECTION 12: The Special Assessments will be used by the City to provide the Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes.

SECTION 13: This Council accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under

the law, including but not limited to those specified in the Ohio Constitution, Ohio Revised Code Chapter 727, Ohio Revised Code Chapter 1710, and consents to the immediate imposition of the Special Assessments upon the Property. This waiver encompasses, but is not limited to, waivers by the Owner of the following rights:

- (i) The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- (ii) The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by the Petition within the limitations contained in Ohio Revised Code Section;
- (iii) The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- (iv) The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- (v) The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- (vi) The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- (vii) The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251;
- (viii) The right to notice of the passage of the assessing Resolution under Ohio Revised Code Section 727.26; and
- (ix) Any and all procedural defects, errors, or omissions in the Special Assessment process.

SECTION 14: The Council is authorized to enter into agreements by and among the City, the District, and such other parties as the City may deem necessary or appropriate in order to provide the Project, and that the Mayor and the Council, the President of the Council, or any of them, is authorized to execute, on the City's behalf, such agreements.

SECTION 15: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this legislative Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

SECTION 16: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Resolution is necessary in order to allow the Owner and the District to obtain financing available to them for a limited time and to certify the Special Assessments to the County Auditor of Medina County, Ohio before the deadline for the certification of special assessments to be collected for tax year 2027; wherefore this

Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Resolution No. _____ duly adopted by the City Council of the City of Medina, Ohio on _____, 2026.

Clerk of Council
City of Medina, Ohio

**PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT
PROJECTS AND AFFIDAVIT**

A PETITION TO THE CITY OF MEDINA, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS, THE FINANCING OF WHICH WILL SPECIALLY BENEFIT SUCH REAL PROPERTY, AND A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS.

To: The Mayor and City Council of the City of Medina, Ohio

1000 Lake Holdings, LLC, an Ohio limited liability company (the "Petitioner") is the owner of 100% of the real property described on **Exhibit A**, attached to and incorporated into this Petition (the "Property") and intends to implement special energy improvement projects on the Property (the "Special Energy Improvement Projects", as further described in **Exhibit B** attached to and incorporated into this Petition), and has agreed that the Property shall be subject to the Special Assessments (as herein defined).

The Board of Directors of the City of Medina Energy Special Improvement District, Inc. (the "Corporation"), an Ohio nonprofit corporation formed to govern the City of Medina Energy Special Improvement District (the "District"), initially created within the boundaries of the City of Medina, Ohio (the "City"), has approved a plan (the "Program Plan") for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**. The Articles of Incorporation of the Corporation are attached to this Petition as **Exhibit D**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the "Supplemental Plans") (the Program Plan and every Supplemental Plan together constituting the "Plan") to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has reviewed the plans for the special energy improvement project described on **Exhibit B** attached hereto (the "Special Energy Improvement Projects") proposed to be constructed or installed on the Property and related and supporting materials and, subject to an approval by the City Council of the City (the "City Council") of an expansion of the District to include the Property, has approved an amendment of the Program Plan to include provision for the Special Energy Improvement Projects.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Special Energy Improvement Projects, hereby (a) petitions the City

Council to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Special Energy Improvement Projects and (b) requests that (i) the Special Energy Improvement Projects be undertaken by the District, and (ii) the total cost of those Special Energy Improvement Projects be assessed on the Property in proportion to the special benefits that will result from the financing of the Special Energy Improvement Projects.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Program Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Special Energy Improvement Projects, (iii) the estimate of cost for the Special Energy Improvement Projects included in the Supplemental Plan and (iv) the schedule of maximum special assessments to be levied for the Special Energy Improvement Projects also included in the Supplemental Plan. The Petitioner acknowledges that the estimated special assessments are in proportion to the benefits that may result from the financing of the Special Energy Improvement Projects.

Accordingly, the Petitioner hereby petitions for the construction of the Special Energy Improvement Projects identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Special Energy Improvement Projects, in the amount set forth on **Exhibit B**. The Petitioner hereby certifies, represents, and warrants to the District and the City that the actual costs of the Special Energy Improvement Projects have been ascertained. The Petitioner further agrees that it will be solely responsible for any costs of the Special Energy Improvement Projects in excess of the amount set forth on **Exhibit B**.

In the event that at any time following the date of this Petition the Property or any parcel constituting the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Medina County, Ohio (the "County Auditor") then the Petitioner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved by the Special Energy Improvement Projects (the "Assessed Parcels"). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the Special Energy Improvement Projects (the "Non-Assessed Parcels"). The allocation among any resulting Assessed Parcels shall be made such that the Assessed Parcel or Assessed Parcels on which the Special Energy Improvement Projects are constructed or installed shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcels, all as described above, are in proportion to, and do not exceed, the special benefits to be conferred on the resulting parcel or resulting parcels by the Special Energy Improvement Projects identified in this Petition.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in Exhibit A shall be assessed for all of the costs of the Special Energy Improvement Projects , including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing and inspection costs; the amount of any damages resulting from the Special Energy Improvement Projects and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the Special Assessments; and costs of labor and material; to provide a loan or to secure an advance of funds to the owner of the Property or otherwise to pay costs of the Special Energy Improvement Projects in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds, program administration fees, financing servicing fees, and District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Special Energy Improvement Projects for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District, or another issuer of notes or bonds to pay the costs of the Special Energy Improvement Projects ; together with all other necessary expenditures.

In consideration of the Special Energy Improvement Projects, the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by the City Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Special Energy Improvement Projects, the Petitioner, for itself and its grantees and other successors with respect to its share of the Property, agrees to pay all taxes and special assessments, including but not limited to the Special Assessments, for its share of the Property as they become due, and agrees to not partition the Property. In further consideration of the Special Energy Improvement Projects, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be subject to the Special Assessments for the actual costs of the Special Energy Improvement Projects set forth in Exhibit B in the deed to the transferee or in a separate instrument recorded with respect to the Property, the existence of any outstanding Special Assessments for the Special Energy Improvement Projects and to require that transferee covenant to disclose that information in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (a) for the acquisition by the transferee of the Property subject to any outstanding Special Assessments and the transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (a) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in the Supplemental Plan attached hereto as **Exhibit B** are proportionate to, and do not exceed, the special benefits to be conferred on the Property through the financing of the Special Energy Improvement Projects identified in this Petition. The Petitioner further consents to the levying of the Special Assessments against the Property by the City Council. The Petitioner acknowledges that these Special Assessments are fair, just, and equitable, and that they are being imposed at the specific request of the Petitioner.

The Petitioner expressly waives notice and publication of all resolutions, legal notices, and hearings provided for in the Ohio Revised Code with respect to the Special Energy Improvement Projects and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710, and consents to proceeding with the Special Energy Improvement Projects. Without limiting the foregoing, but only with regard to the Special Energy Improvement Projects and Special Assessments for the Special Energy Improvement Projects for the Project (as defined in **Exhibit B**), the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Section 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessment under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from, an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Special Energy Improvement Projects may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the City Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Special Energy Improvement Projects and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, including all financing and other costs described above, and that the final Special Assessments shall be calculated in the same manner based on the final costs, including all financing and other costs described above, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Special Energy Improvement Projects. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Special Energy Improvement Projects have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Special Energy Improvement Projects, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the Auditor of Medina County, Ohio as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Special Energy Improvement Projects in cash within thirty (30) days from the passage of the resolution or ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Special Energy Improvement Projects shall be payable in thirty-eight (38) semi-annual installments, with collection commencing on the earliest date permitted by the Medina County Auditor, but in no event sooner than the semi-annual installment payment of first-half real property taxes for tax year 2027 due in 2028 with respect to the Property. The Petitioner hereby consents and agrees that the maximum schedule of Special Assessments represents the final hard costs of the Special Energy Improvement Projects, together with an assumed rate of interest on those costs in excess of the rate of interest expected to be available for financing the costs of the Special Energy Improvement Projects. The Petitioner hereby consents and agrees that the final rate of interest will be determined after the City approves the levy of the maximum Special Assessments. The Petitioner hereby authorizes and requests the City to certify the Special Assessments to the County Auditor of Franklin County, Ohio for collection, as provided in this Petition, in amounts which, in aggregate, are less than or equal to the aggregate amount of the maximum Special Assessments shown on Attachment B to **Exhibit B** and are in the amounts necessary to pay the costs of financing the Special Energy Improvement Projects, as certified to the City by the Petitioner and the provider of financing for the Special Energy Improvement Projects.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which Special Energy Improvement Projects shall be acquired, installed, or constructed, the proceedings relating to the acquisition, installation, or construction of the Special Energy

Improvement Projects, and the jurisdiction of the City acting in connection with the acquisition, installation, or construction of the Special Energy Improvement Projects. The Petitioner further waives any and all irregularities, errors, and defects, procedural or otherwise, if any, in the levying of the Special Assessments or the undertaking of the Special Energy Improvement Projects. The Petitioner specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio but only with regard to the Special Energy Improvement Projects and Special Assessments for the Special Energy Improvement Projects for the Project (as defined in **Exhibit B**). The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Special Energy Improvement Projects, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Special Energy Improvement Projects, or any other related matters, but only with regard to the Special Energy Improvement Projects and Special Assessments for the Special Energy Improvement Projects for the Project (as defined in **Exhibit B**). In no event shall the foregoing waivers be construed as a waiver by the Petitioner of its rights with regard to any other taxes, whether general taxes, special assessments, or otherwise.

The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, its successors and assigns, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

The Petitioner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the City Council.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its undersigned duly authorized signatory.

PETITIONER:

1000 Lake Holdings, LLC,
an Ohio limited liability company

By: _____

Name: [Andrew B. Bastian]

Title: Member

Address for notices to Petitioner:

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the _____ day of _____, 2026, [Andrew B. Bastian], as Member of 1000 Lake Holdings, LLC, personally appeared before me, a notary public in and for the State of _____ Ohio, who acknowledged the execution of the foregoing Petition on behalf of 1000 Lake Holdings, LLC, and that the same was the free act and deed of such officer and of trust. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

028-19C-17-042

The real property subject to this Petition and owned by Petitioner is located in the City of Medina, Ohio, and located on 1000 Lake Road, Medina, Ohio 44256 with Medina County Auditor Parcel ID Number 028-19C-17-042, which is further described in the following:

Situated in the City of Medina, County of Medina, State of Ohio and known as being the whole of Medina City Lot 2489, being further bounded and described as follows:

Beginning at the southwest corner of Medina City Lot 2488, said point being in the east line of Lake Road (60 feet wide) and being the principal place of beginning of the parcel described herein; Thence South 88 degrees, 51' 11" East, 1449.09 feet along the south line of said lot 2488 to the southeast corner thereof, said point being in the corporation line of Medina City; thence South 01 degrees 43' 07" West, 600.00 feet along said corporation line to the northeast corner of Medina City Lot 2490; thence North 88 degrees 51' 11" West, 1449.42 feet along the north line of said Lot 2490 to the northwest corner thereof, said point being in the east line of Lake Road; thence North 01 degrees 45' 00" East, 600.00 feet along the east line of Lake Road to the principal place of beginning, as surveyed in January, 1994 by Thomas A. Cunningham, Registered Surveyor No. 5274.

EXHIBIT B

**CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT
PROGRAM PLAN**

**SUPPLEMENT TO PLAN FOR 1000 LAKE ROAD,
MEDINA, OHIO PROJECT**

As more fully provided by the City of Medina Energy Special Improvement District, Inc. Program Plan (together with all previously approved supplemental plans, the “Plan”), the City of Medina Energy Special Improvement District, Inc. (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, 1000 Lake Holdings, LLC, an Ohio limited liability company (the “Property Owner”) has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property Owner and in the City of Medina, Ohio (the “City”), with Medina County Auditor Parcel ID Number 028-19C-17-042, which is more fully described in **Attachment A** (collectively, the “Property”).

A proposed maximum schedule of special assessments to be assessed against the Property to pay the costs of the Special Energy Improvement Projects is attached hereto as **Attachment B**. The Owner hereby consents and agrees that the maximum schedule of special assessments represents the final hard costs of the Special Energy Improvement Projects described below, together with an assumed rate of interest on those costs in excess of the rate of interest expected to be available for financing the costs of the Special Energy Improvement Projects. The Owner hereby consents and agrees that the final rate of interest will be determined before the City levies the special assessments, and hereby authorizes the City to levy the special assessments in amounts which, in aggregate, are less than or equal to the aggregate amount of the special assessments shown on **Attachment B**, and are in the amounts necessary to pay the costs of financing the Special Energy Improvement Projects, as certified to the City by the Petition and the provider of financing for the Special Energy Improvement Projects. The Owner hereby certifies, represents, and warrants to the City and the District that the actual hard costs of the Special Energy Improvement Projects to be financed, in part, with the special assessments have been ascertained to be \$[1,902,628.00].

The special assessments are allocated to the parcels (the “Original Parcel”) constituting the Property as follows:

<u>Parcel Number</u>	<u>Proportion of Total Special Assessments</u>
028-19C-17-042	100%

In the event that at any time following the date of this Supplemental Plan the Property or any parcel constituting the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Medina County, Ohio (the "County Auditor") then the Property Owner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved by the Special Energy Improvement Projects (the "Assessed Parcels"). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the Special Energy Improvement Projects (the "Non-Assessed Parcels"). The allocation among any resulting Assessed Parcels shall be made such that the Assessed Parcel or Assessed Parcels on which the Special Energy Improvement Projects are constructed or installed shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Property Owner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcels, all as described above, are in proportion to, and do not exceed, the special benefits to be conferred on the resulting parcel or resulting parcels by the Special Energy Improvement Projects identified in this Supplemental Plan.

The Property Owner hereby certifies, represents, and warrants to the City and the District that the actual costs of the Special Energy Improvement Projects have been ascertained. The Special Energy Improvement Projects applicable to the Property will include energy efficient building envelope, electrical and lighting, HVAC improvements, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Special Energy Improvement Projects are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Special Energy Improvement Projects is attached to this Supplemental Plan as Attachment C. The Petitioner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of financing to pay the costs of the Special Energy Improvement Projects, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the special assessments to be levied to pay the costs of the financing.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the City Council.

The undersigned owner of real property to be located within the District acknowledges that the District and the City are subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District or the City to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS IDENTIFIED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

PROPERTY OWNER:

1000 Lake Holdings, LLC,
an Ohio limited liability company

By: _____

Name: [Andrew B. Bastian]

Title: Member

Address for notices to Property Owner:

SUPPLEMENTAL PLAN—ATTACHMENT A

LEGAL DESCRIPTION OF PROPERTY

028-19C-17-042

The real property subject to this Petition and owned by Petitioner is located in the City of Medina, Ohio, and located on 1000 Lake Road, Medina, Ohio 44256 with Medina County Auditor Parcel ID Number 028-19C-17-042, which is further described in the following:

Situated in the City of Medina, County of Medina, State of Ohio and known as being the whole of Medina City Lot 2489, being further bounded and described as follows:

Beginning at the southwest corner of Medina City Lot 2488, said point being in the east line of Lake Road (60 feet wide) and being the principal place of beginning of the parcel described herein; Thence South 88 degrees, 51' 11" East, 1449.09 feet along the south line of said lot 2488 to the southeast corner thereof, said point being in the corporation line of Medina City; thence South 01 degrees 43' 07" West, 600.00 feet along said corporation line to the northeast corner of Medina City Lot 2490; thence North 88 degrees 51' 11" West, 1449.42 feet along the north line of said lot 2490 to the northwest corner thereof, said point being in the east line of Lake Road; thence North 01 degrees 45' 00" East, 600.00 feet along the east line of Lake Road to the principal place of beginning, as surveyed in January, 1994 by Thomas A. Cunningham, Registered Surveyor No. 5274.

SUPPLEMENTAL PLAN—ATTACHMENT B

The property will be subject to special assessments for energy improvements in accordance with Ohio Revised Code Chapter 1710.

Total maximum aggregate assessments: \$4,138,320.84

Maximum average semi-annual special assessments for 19 years: \$108,903.18

Number of semi-annual assessments: 38

First semi-annual installment due: approximately January 31, 2028

[Balance of Page Intentionally Left Blank]

The maximum schedule of Special Assessments for the Project is as follows:

SCHEDULE OF SPECIAL ASSESSMENTS

The following schedule of Special Assessment charges shall be levied in thirty-eight (38) semi-annual installments with respect to first-half and second-half real property taxes levied in tax years 2027 through 2045 and collected in calendar years 2028 through 2046:

Installment No.	Special Assessment Payment Date*	Total Special Assessment Payment Amount**
1	First Half 2028	\$108,903.18
2	Second Half 2028	\$108,903.18
3	First Half 2029	\$108,903.18
4	Second Half 2029	\$108,903.18
5	First Half 2030	\$108,903.18
6	Second Half 2030	\$108,903.18
7	First Half 2031	\$108,903.18
8	Second Half 2031	\$108,903.18
9	First Half 2032	\$108,903.18
10	Second Half 2032	\$108,903.18
11	First Half 2033	\$108,903.18
12	Second Half 2033	\$108,903.18
13	First Half 2034	\$108,903.18
14	Second Half 2034	\$108,903.18
15	First Half 2035	\$108,903.18
16	Second Half 2035	\$108,903.18
17	First Half 2036	\$108,903.18
18	Second Half 2036	\$108,903.18
19	First Half 2037	\$108,903.18
20	Second Half 2037	\$108,903.18
21	First Half 2038	\$108,903.18
22	Second Half 2038	\$108,903.18
23	First Half 2039	\$108,903.18
24	Second Half 2039	\$108,903.18
25	First Half 2040	\$108,903.18
26	Second Half 2040	\$108,903.18
27	First Half 2041	\$108,903.18
28	Second Half 2041	\$108,903.18
29	First Half 2042	\$108,903.18
30	Second Half 2042	\$108,903.18
31	First Half 2043	\$108,903.18
32	Second Half 2043	\$108,903.18
33	First Half 2044	\$108,903.18
34	Second Half 2044	\$108,903.18
35	First Half 2045	\$108,903.18

36	Second Half 2045	\$108,903.18
37	First Half 2046	\$108,903.18
38	Second Half 2046	\$108,903.18

** Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Medina County Auditor under certain conditions.

*** The Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Medina County, Ohio to each semi-annual Special Assessment payment.

SUPPLEMENTAL PLAN—ATTACHMENT C

Description of Special Energy Improvement Projects

The Special Energy Improvement Projects applicable to the Property will include energy efficient roofing, electrical and lighting, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Special Energy Improvement Projects are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy.



Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name)*:

Medina County Economic Development Corporation

To the Attention of *(if necessary)*:

Bethany Dentler

Address: 144 N. Broadway Street, Suite 202

City: Medina

State: Ohio

ZIP Code: 44256

Phone Number: 330-722-9215

E-mail Address: bdentler@medinacounty.org

☐ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

☐ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

☒ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

☐ **Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

☐ **Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

☐ **Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

☐ **Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

OFFICE OF THE
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453)

Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov

Bussevy@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)

P.O. Box 670

Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390

Columbus, OH 43216

For screen readers, follow instructions located at this path.

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

Please check the box if this nonprofit corporation is being formed for the following purpose:

- ☐ Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code Chapter 1724 or the instructions at the end of this form for more information.

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

See Exhibit A attached to and incorporated herein these Articles by reference.

**** Note:** for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

Bethany Dentler

(Name of Statutory Agent)

144 N. Broadway Street, Suite 202

(Mailing Address)

Medina

(Mailing City)

OH

(Mailing State)

44256

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

Scott Miller:

(Signature)

Kimberly Marshall:

(Signature)

Bethany Dentler:

(Signature)

Acceptance of Appointment

The Undersigned,

Bethany Dentler

(Name of Statutory Agent)

, named herein as the

Statutory agent for

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Bethany Dentler

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

City of Medina Energy Special Improvement District, Inc.

Signature

Kimberly Marshall

By (if applicable)

Kimberly Marshall

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Bethany Dentler

By (if applicable)

Bethany Dentler

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Scott Miller

By (if applicable)

Scott Miller

Print Name

EXHIBIT A
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

THIRD: The purpose for which the Corporation is formed shall be:

PURPOSE

(A) To govern the City of Medina Energy Special Improvement District, Inc., a special improvement district (the "District") created pursuant to Ohio Revised Code ("ORC") Chapter 1710. The District's purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Medina ("City") is a "participating political subdivision," as that term is defined in ORC Section 1710.01(E), that will be authorized to levy a special assessment on each property within the territorial boundaries of the City within the District to pay for such improvements, based on the benefits those special energy improvement projects confer.

(B) To engage in any lawful act, activity, or business not contrary to, and for which a nonprofit corporation may be formed under, the laws of the State of Ohio.

(C) To have and exercise all powers, rights, and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing, or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.

(D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory's carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of or be
RESTRICTIONS distributable to its members, directors, trustees, officers or other private persons,

except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III of these Articles of Incorporation and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

FIFTH:
MEMBERS

The members of the Corporation ("Members") shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors ("Board") as described in the Code of Regulations.

SIXTH:
BOARD OF
DIRECTORS

The Corporation shall be controlled and managed under the direction of the Board. The Board shall consist of at least five (5) individuals (individually a "Director").

(A) One Director shall be the City's municipal executive—its Mayor—or an employee of the City who is involved with the City's planning or economic development functions and who shall be appointed by and serve at the pleasure of the Mayor.

(B) One Director shall be a person appointed by and serving at the pleasure of the City's Council (the "Council"), the City's legislative authority.

(C) The remaining Directors shall be Members or executive representatives of Members elected by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

SEVENTH:
TERRITORY

The territory within the District shall be described generally as that portion of the City consisting of property owned by each property owner within the City that has petitioned the City for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(I). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by owner and parcel number:

Owner County of Medina

Parcel No. 028-19A-12-141.

EIGHTH:
CERTAIN
TRANSACTIONS

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action, or other transaction shall be void or voidable for the reason that any Director or officer or other agent of the Corporation is a party to the contract, action, or transaction, or otherwise has any direct or indirect interest in the contract, action or transaction or in any other party to the contract, action, or transaction, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in the authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action, or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action, or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action, or transaction are disclosed or are otherwise known to the member at the time the contract, action, or transaction is authorized and the member authorizes the contract, action, or transaction; or the contract, action, or transaction (i) is not less favorable to the Corporation than an arm's length contract, action, or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee of the Board which authorizes the contract, action, or transaction.

NINTH:
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

TENTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.

AN ORDINANCE DETERMINING TO PROCEED WITH THE ACQUISITION, CONSTRUCTION, AND IMPROVEMENT OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF MEDINA, OHIO IN COOPERATION WITH THE MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT AND DECLARING AN EMERGENCY

2021 11 23

WHEREAS, the City Council ("Council") of the City of Medina, Ohio ("City") duly adopted Resolution No. _____ on September _____, 2026 (the "Resolution Approving Petition and Declaring Necessity"), (i) declaring the necessity of acquiring, constructing, and improving energy efficiency improvements, including, without limitation, energy efficient roofing, electrical and lighting, and related improvements (the "Project", as more fully described in the Petition referenced in this Ordinance) located on real property owned by 1000 Lake Holdings, LLC (the "Owner") and identified by Medina County Auditor Permanent Parcel Identification Number 028-19C-17-042 (the "Property", as more fully described in Exhibit A to the Petition); (ii) providing for the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Owner's *Petition for Special Assessments for Special Energy Improvement Projects and Affidavit* (the "Petition"), including by levying and collecting special assessments to be assessed upon the Property (the "Special Assessments") in a maximum amount sufficient to pay the costs of the Project, which is estimated to be \$4,138,320.84 including other related costs of financing the Project, which may include, without limitation, the payment of principal of and interest on nonprofit corporate obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and administrative fees and expenses of the Medina County Energy Improvement District, an energy special improvement district and nonprofit corporation under the laws of the State of Ohio, (the "District"); and (iii) determining that the Project will be treated as a special energy improvement project to be undertaken cooperatively by the City and the District; and,

WHEREAS, the claims for damages alleged to result from and objections to the Project have been waived by one hundred percent (100%) of the affected property owners; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Medina, Ohio, as follows:

SECTION 1: Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Petition.

SECTION 2: This Council declares that its intention is to proceed with the acquisition, construction, and improvement of the Project described in the Petition and the Resolution Approving Petition and Declaring Necessity. The Project shall be made in accordance with the provisions of the Resolution Approving Petition and Declaring Necessity and with the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Council and the Clerk of Council.

SECTION 3: The aggregate maximum amount of Special Assessments to pay costs of the Project, which are estimated to be \$4,138,320.84, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, shall be assessed against the Property in the manner and in the number of semi-annual installments provided in the Petition and the Resolution Approving Petition and Declaring Necessity. Each semi-annual Special Assessment payment represents the payment of a portion of any principal repayment and interest and administrative fees payable with respect to the Project. The Special Assessments shall be assessed against the Property commencing in tax year 2027 for collection in 2028 and shall continue through tax year 2045 for collection in 2046. In addition to the Special Assessments, the County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which amount, if imposed, will be added to the Special Assessments by the County Auditor of Medina County, Ohio.

SECTION 4: The estimated Special Assessments for costs of the Project prepared and filed in the offices of the Council and the Clerk of Council, in accordance with the Resolution Approving Petition and Declaring Necessity, are adopted.

SECTION 5: In compliance with Ohio Revised Code Section 319.61, the Council and the Clerk of Council are directed to deliver a certified copy of this Ordinance to the County Auditor of Medina County, Ohio within fifteen (15) days after the date of its passage.

SECTION 6: All contracts for the construction of the Project will be let in the manner provided by law, subject to the provisions of the Ohio Revised Code and the Petition, and the costs of the Project shall be financed as provided in the Resolution Approving Petition and Declaring Necessity.

SECTION 7: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

SECTION 8: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is necessary in order to allow the Owner and the District to obtain financing available to them for a limited time and to certify the Special Assessments to the County Auditor of Medina County, Ohio before the deadline for the certification of special assessments to be collected for tax year 2027; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the City Council of the City of Medina, Ohio on _____, 2026 and that a true copy thereof was certified to the County Auditor of Medina County, Ohio within fifteen (15) days of its passage.

Clerk of Council
City of Medina, Ohio

**RECEIPT OF MEDINA COUNTY AUDITOR FOR LEGISLATION
DETERMINING TO PROCEED WITH ACQUISITION,
CONSTRUCTION, AND IMPROVEMENT OF CERTAIN PUBLIC
IMPROVEMENTS IN THE CITY OF MEDINA, OHIO IN
COOPERATION WITH THE MEDINA COUNTY ENERGY
IMPROVEMENT DISTRICT**

I, Anthony P. Capretta, the duly elected, qualified, and acting County Auditor in and for Medina County, Ohio hereby certify that a certified copy of Ordinance No. _____ duly adopted by the City Council of the City of Medina, Ohio on _____, 2026, determining to proceed with the acquisition, construction, and improvement of certain public improvements in the City of Medina, Ohio in cooperation with the Medina County Energy Improvement District, was filed in this office on _____, 2026.

WITNESS my hand and official seal at Medina, Ohio on _____, 2026.

[SEAL]

County Auditor
Medina County, Ohio

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF MEDINA, OHIO IN COOPERATION WITH THE MEDINA COUNTY ENERGY SPECIAL IMPROVEMENT DISTRICT, APPROVING THE C-PACE ASSIGNMENT AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, 1000 Lake Holdings, LLC (the "Owner") has submitted its *Petition for Special Assessments for Special Energy Improvement Projects and Affidavit* (the "Petition") in order to provide for the completion of a special energy improvement project on real property owned by the Owner in the City of Medina, Ohio (the "City"); and

WHEREAS, this Council ("Council") of the City duly adopted Resolution No. _____ on _____, 2026 (the "Resolution Approving Petition and Declaring Necessity") and declared the necessity of acquiring, constructing, improving and installing energy efficiency improvements on its real property, including, without limitation, energy efficient roofing, electrical and lighting, and related improvements (the "Project"), as described in the Resolution Approving Petition and Declaring Necessity and as set forth in the Petition requesting those improvements; and,

WHEREAS, this Council duly passed Ordinance No. _____ on _____, 2026 and determined to proceed with the Project and adopted the maximum estimated Special Assessments (as defined in the Resolution Approving Petition and Declaring Necessity) filed with the Council and the Clerk of Council pursuant to the Resolution Approving Petition and Declaring Necessity; and,

WHEREAS, the City intends to enter into a C-PACE Assignment Agreement with PACE Equity LLC (together with its successors and assigns, the "Investor") and the Medina County Energy Improvement District (the "C-PACE Assignment Agreement"), which C-PACE Assignment Agreement is to provide for, among other things, a collection process to collect the Special Assessments and to a foreclosure process to enforce the lien of the Special Assessments as a covenant running with the property binding on the Owner and all future owners of the property; and,

WHEREAS, the actual costs of the Project have been ascertained and have been certified to the City in the Petition and the Supplemental Plan for the Project; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Medina, Ohio, as follows:

SECTION 1: That each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Resolution Approving Petition and Declaring Necessity.

SECTION 2: That the list of maximum Special Assessments to be levied and assessed on the Property in an amount sufficient to pay the costs of the Project, which is

\$4,138,320.84, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to pay costs of the Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, which costs were set forth in the Petition and previously reported to this Council and are now on file with the Council and the Clerk of Council, is adopted and confirmed, and that the Special Assessments are levied and assessed on the Property. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by the Council.

As requested in the Petition, the final aggregate amount of the Special Assessments may be in an amount less than the aggregate maximum amount of \$4,138,320.84 if the final rate of interest for the financing for the Project is less than the assumed maximum rate of interest such that the aggregate amount of Special Assessments necessary to repay the financing for the Project is less than the aggregate amount of \$4,138,320.84, the Owner and the provider of the financing shall certify a final schedule of Special Assessments to the City, which final schedule shall be certified to the County Auditor for collection.

The Special Assessments are assessed against the Property commencing in tax year 2027 for collection in 2028 and shall continue through tax year 2045 for collection in 2046. The semi-annual installments of the Special Assessments shall be collected in each calendar year equal to a total maximum annual amount of Special Assessments as shown in Exhibit A, attached to and incorporated into this Ordinance.

All Special Assessments shall be certified by the Council or the Clerk of Council to the County Auditor of Medina County, Ohio pursuant to the Petition and Ohio Revised Code Chapter 727.33 to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

The Special Assessments shall be allocated among the parcels constituting the Property as set forth in the Petition and the List of Special Assessments attached to and incorporated into this Ordinance as Exhibit A.

SECTION 3: That this Council finds and determines that the Special Assessments are in proportion to the special benefits received by the Property through the financing of the Project, as set forth in the Petition, and are not in excess of any applicable statutory limitation.

SECTION 4: That Owner has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Council or the Clerk of Council to the County Auditor of Medina County,

Ohio as provided by the Petition and Ohio Revised Code Section 727.33 to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

SECTION 5: That the Special Assessments will be used by the City to provide for the Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes.

SECTION 6: That the Council and the Clerk of Council shall keep the Special Assessments on file in their respective offices.

SECTION 7: That this Council hereby approves the Financing Agreement, a copy of which is on file with the Clerk of Council. The Mayor and the Law Director, or their designee, shall sign and deliver, in the name and on behalf of the City, the Financing Agreement, in substantially the form as is now on file with the Clerk of Council. The Financing Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Law Director, or their designee, in the name and on behalf of the City, all of which shall be conclusively evidenced by the signing of the Financing Agreement or amendments to the Financing Agreement.

SECTION 8: That this Council hereby approves the Special Assessment Agreement, a copy of which is on file in the office of the Clerk of Council. The Mayor and the Law Director, or their designee, shall sign and deliver, in the name and on behalf of the City, the Special Assessment Agreement, in substantially the form as are now on file with the Clerk of Council. The Special Assessment Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Law Director, or their designee, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Special Assessment Agreement or amendments to the Special Assessment Agreement.

SECTION 9: That the Safety Service Director is hereby authorized to enter into such other agreements that are not inconsistent with the Resolution Approving Petition and Declaring Necessity and this Ordinance and that are approved by the Mayor and the Law Director, or their designee, on behalf of the City, all of which shall be conclusively evidenced by the signing of such agreements or any amendments to such agreements.

SECTION 10: That in compliance with Ohio Revised Code Section 319.61, the Council and the Clerk of Council are directed to deliver a certified copy of this Ordinance to the County Auditor of Medina County, Ohio within twenty (20) days after its passage.

SECTION 11: That this Council finds and determines that all formal actions of Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its

committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

SECTION 12: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is necessary in order to allow the Owner and the Medina County Energy Improvement District to obtain financing available to them for a limited time and to certify the Special Assessments to the County Auditor of Medina County, Ohio before the deadline for the certification of special assessments to be collected for tax year 2026; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the City Council of the City of Medina, Ohio on _____, 2026 and that a true copy thereof was certified to the County Auditor of Medina County, Ohio within fifteen (15) days of its passage.

Clerk of Council
City of Medina, Ohio

EXHIBIT A**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS****LIST OF SPECIAL ASSESSMENTS**

Name	Assessed Properties Description	Portion of Benefit and Special Assessment	Maximum Amount of Special Assessments
1000 Lake Holdings, LLC	028-19C-17-042	100%	\$4,138,320.84

*As identified in the records of the Auditor of Medina County, Ohio as of September 14, 2026.

EXHIBIT A

**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS**

LIST OF SPECIAL ASSESSMENTS

Name	Assessed Properties Description	Portion of Benefit and Special Assessment	Maximum Amount of Special Assessments
1000 Lake Holdings, LLC	028-19C-17-042	100%	\$4,138,320.84

*As identified in the records of the Auditor of Medina County, Ohio as of September 14, 2026.

SCHEDULE OF SPECIAL ASSESSMENTS

The following schedule of Special Assessment charges shall be levied in thirty-eight (38) semi-annual installments with respect to first-half and second-half real property taxes levied in tax years 2027 through 2045 and collected in calendar years 2028 through 2046:

Installment No.	Special Assessment Payment Date*	Total Special Assessment Payment Amount**
1	First Half 2028	\$108,903.18
2	Second Half 2028	\$108,903.18
3	First Half 2029	\$108,903.18
4	Second Half 2029	\$108,903.18
5	First Half 2030	\$108,903.18
6	Second Half 2030	\$108,903.18
7	First Half 2031	\$108,903.18
8	Second Half 2031	\$108,903.18
9	First Half 2032	\$108,903.18
10	Second Half 2032	\$108,903.18
11	First Half 2033	\$108,903.18
12	Second Half 2033	\$108,903.18
13	First Half 2034	\$108,903.18
14	Second Half 2034	\$108,903.18
15	First Half 2035	\$108,903.18
16	Second Half 2035	\$108,903.18
17	First Half 2036	\$108,903.18
18	Second Half 2036	\$108,903.18
19	First Half 2037	\$108,903.18
20	Second Half 2037	\$108,903.18
21	First Half 2038	\$108,903.18
22	Second Half 2038	\$108,903.18
23	First Half 2039	\$108,903.18
24	Second Half 2039	\$108,903.18
25	First Half 2040	\$108,903.18
26	Second Half 2040	\$108,903.18
27	First Half 2041	\$108,903.18
28	Second Half 2041	\$108,903.18
29	First Half 2042	\$108,903.18
30	Second Half 2042	\$108,903.18
31	First Half 2043	\$108,903.18
32	Second Half 2043	\$108,903.18
33	First Half 2044	\$108,903.18
34	Second Half 2044	\$108,903.18
35	First Half 2045	\$108,903.18
36	Second Half 2045	\$108,903.18

37	First Half 2046	\$108,903.18
38	Second Half 2046	\$108,903.18

** Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Medina County Auditor under certain conditions.

*** The Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each semi-annual Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Medina County, Ohio to each semi-annual Special Assessment payment.

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

D/B/A

**MEDINA COUNTY
ENERGY SPECIAL IMPROVEMENT DISTRICT
BOARD OF DIRECTORS**

The Board of Directors (the "Board") of the City of Medina Energy Special Improvement District, Inc. d/b/a Medina County Energy Improvement District met on September 2, 2026 at 3:00 P.M. at 144 North Broadway, Medina, Ohio 44256 with the following members present:

Mr. Chet Simmons introduced the following resolution and made a motion to approve its passage:

RESOLUTION NO. 2026-02

A RESOLUTION APPROVING A PETITION FOR SPECIAL ASSESSMENTS FOR A SPECIAL IMPROVEMENT PROJECT UNDER OHIO REVISED CODE CHAPTER 1710.01; APPROVING AN AMENDMENT TO THE PROJECT PLAN TO AUTHORIZE THE SPECIAL ENERGY IMPROVEMENT PROJECT UNDER OHIO REVISED CODE CHAPTER 1710.01; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENERGY PROJECT COOPERATIVE AGREEMENT AND AN ASSIGNMENT AGREEMENT; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, the City of Medina Energy Special Improvement District, Inc. d/b/a Medina County Energy Improvement District (the "Corporation") was formed pursuant to Ohio Revised Code Chapter 1710 to govern the Medina County Energy Improvement District ("District"); and

WHEREAS, the Board of Directors of the Corporation (the "Board") approved the District's Plan for the Improvements, Services and Operations of the Medina County Energy Improvement District (as may be amended, restated, supplemented or modified from time to time, the "Project Plan"), for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01; and

WHEREAS, in accordance with Ohio Revised Code Chapter 1710 and the Project Plan, the Project Plan may be amended from time to time by one or more supplemental plans (each, a "Supplemental Plan") (together with the Project Plan, and as may be further amended, restated, supplemented or modified from time to time, collectively the "Plan"); and

WHEREAS, 1000 Lake Holdings, LLC, an Ohio limited liability company (the "Owner"), is the owner of 100% of the fee simple interest in the real property located at 1000 Lake Road, Medina Ohio, with Medina County Auditor Parcel ID No. 028-19C-17-042 (the "Property"); and

WHEREAS, the Owner has submitted to the Board that certain Petition for Special Assessments for Special Energy Improvement Projects (the "Petition"); and

WHEREAS, the Petition (i) includes a description of the special energy improvement project improvements proposed to be constructed or installed on the Property (the "Authorized Improvements"), (ii) seeks the addition of the Property to the District, (iii) seeks approval of a Supplemental Plan to amend to the Plan to include the 1000 Lake Holdings, LLC Project (the "Special Energy Improvement Project"), and (iv) requests that the Special Energy Improvement Project be undertaken by the District and that the costs of the Authorized Improvements be specially assessed against the Property in proportion to the special benefits that will result from the financing of the Authorized Improvements; and

WHEREAS, this Board is authorized pursuant to the Plan, and desires to (i) approve the Petition, (ii) approve the addition of the Property to the District, (iii) approve the amendment to the Plan to include the Special Energy Improvement Project, (iv) approve the undertaking of the Authorized Improvements by the District, and (v) enter into one or more agreements as are deemed necessary or desirable to provide for the transactions contemplated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. As authorized pursuant to the Plan and Ohio Revised Code Chapter 1710, this Board has deemed it to be in the best interest of the Corporation to approve the Petition and an amendment to the Plan that provides for the addition of the Property to the District and the undertaking of the Special Energy Improvement Project, subject to the approval of the Council of the City of Medina, Ohio.

Section 2. This Board hereby authorizes and directs the Executive Director or any other authorized officer of the Corporation (the "Authorized Officer"), the signature of only such Authorized Officer being necessary or required, to execute and deliver any and all documents such Authorized Officer deems necessary and advisable in order to complete the transactions authorized or contemplated by these resolutions, including, without limitation, that certain (i) Energy Project Cooperative Agreement by and among the Corporation, PACE Equity LLC (the "Lender") and Owner, in form and substance consistent with the terms and purposes of this Resolution, with such determination conclusively evidenced by the execution thereof, and (ii) C-PACE Assignment Agreement by and among the Corporation, City of Medina, Ohio, and the Lender in form and substance consistent with the terms and purposes of this Resolution, with such determination conclusively evidenced by the execution thereof, and to perform such as other acts, as in the Authorized Officer's judgment may be necessary or appropriate in order to effectuate such documents and the intent and purposes of this Resolution

Section 3. This Board hereby authorizes the imposition of the special assessments identified in the Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements, subject to the approval of the Council of the City of Medina, Ohio.

Section 4. All documents that the Authorized Officer deems necessary and advisable in order to complete the transactions authorized by this Resolution are hereby approved with such additional terms and provisions as the Authorized Officer executing the same will approve, and

the execution and delivery of such documents by the Authorized Officer will be conclusive evidence that the same have been authorized by this Resolution.

Section 5. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 6. This Resolution shall be in full force and effect immediately upon its passage.

[Balance of Page Intentionally Left Blank]

Mr. Springer seconded the motion and, after discussion, a roll call vote was taken and the results were:

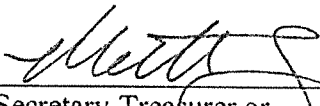
Voting Aye: Ms. Marshall, Ms. Dentler, Mr. Aungst, Mr. Springer, Mr. Simmons & Mr. Thomas

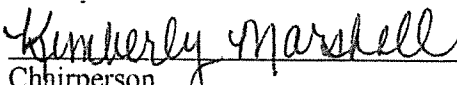
Voting Nay: NONE

Passed: September 2, 2026

BOARD OF DIRECTORS, MEDINA
COUNTY ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC. DBA
MEDINA COUNTY ENERGY
IMPROVEMENT DISTRICT

Attest:


Secretary-Treasurer or
Assistant Secretary-Treasurer


Chairperson

CERTIFICATE

The undersigned Secretary-Treasurer or Assistant Secretary-Treasurer of the Board of Directors of the City of Medina Energy Special Improvement District, Inc. d/b/a Medina County Energy Improvement District hereby certifies that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said District on September 2, 2026.


Secretary-Treasurer or Assistant Secretary-
Treasurer, Board of Directors of the City of
Medina Energy Special Improvement
District, Inc. d/b/a Medina County Energy
County Energy Improvement District

ENERGY PROJECT COOPERATIVE AGREEMENT

By and among

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

1000 LAKE HOLDINGS, LLC; and

PACE EQUITY LLC

Dated as of September __, 2026

BRICKER GRAYDON WYATT LLP

ENERGY PROJECT COOPERATIVE AGREEMENT

THIS ENERGY PROJECT COOPERATIVE AGREEMENT (the “Agreement”) is made and entered into as of September ___, 2026 (the “Closing Date”), between the City of Medina Energy Special Improvement District, Inc., a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State of Ohio (the “State”) (the “ESID”), 1000 Lake Holdings, LLC, duly organized and validly existing under the laws of the State of Ohio (the “Owner”), and PACE Equity LLC, a Wisconsin limited liability company organized and validly existing under the laws of the State of Wisconsin (together with its successors and assigns, the “Investor”), the capitalized terms used in this Agreement and not defined in the preamble and recitals have the meanings stated in **Exhibit A** to this Agreement):

A. The ESID was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to a Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects approved by Resolution No. 141-19 of the City Council of Medina, Ohio (the “City”). Pursuant to the same action, the City of Medina Energy Special Improvement District, Inc. Program Plan (as amended and supplemented from time to time, the “Program Plan”) was adopted as a plan for public improvements and public services under Ohio Revised Code Section 1710.02(F).

B. The ESID is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

C. On [Date], by its Resolution No. [_____], the City Council (the “City Council”) of City approved the Petition to Add Territory to the City of Medina Energy Special Improvement District, Inc. and For Special Energy Improvement Project (the “Petition”) submitted to the City by the Owner.

D. Pursuant to the Plan, the ESID, among other services, shall assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy improvement projects.

E. In order to obtain financing for special energy improvement projects and to create special assessment revenues available to pay and repay the costs of special energy improvement projects, the Petition requested that the City Council levy Special Assessments against the Owner’s property as more fully described in the Petition.

F. In order to provide a mechanism by which special assessments levied against real property within the ESID may be used to secure and repay loans, bonds, notes, or other obligations, and advances made to pay the costs of special energy improvement projects, the ESID, the City, and the Investor have entered into an Agreement (the “Assignment Agreement”) pursuant to which the City is obligated to assign special assessments collected by it in relation to special energy improvement projects within the ESID to the Investor.

G. The ESID, the Owner, and the Investor (collectively the “Parties,” and each, a “Party”) each have determined that the most efficient and effective way to implement the financing, acquisition, installation, equipping, and improvement of energy special improvement projects and to further the public purposes set forth above is through this Agreement, pursuant to the Special Assessment Act and on the terms set forth in this Agreement, with (i) the Investor providing the Project Advance to finance the costs of the special energy improvement projects described in the Petition, (ii) the ESID and the Owner cooperating to acquire, install, equip and improve special energy improvement projects, (iii) the Owner agreeing to make Special Assessment payments in an aggregate amount that will provide revenues sufficient to pay or repay the permitted costs of the special energy improvement projects, (iv) the City agreeing to assign and transfer all Special Assessment payments and Delinquency Amounts actually received by the City to the Investor to repay the Project Advance and certain fees identified herein; and (v) the ESID agreeing to assign, transfer, and set over to the Investor any of its right, title, or interest in and to the Special Assessments which it may have by operation of law, this Agreement, or otherwise; provided that a portion of the Special Assessments may be retained by, or be payable to, the City, the County Auditor, or the ESID, all pursuant to and in accordance with this Agreement.

H. The Parties each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on their respective parts to be performed and observed, and have determined to enter into this Agreement to set forth their respective rights, duties, responsibilities, obligations, and contributions with respect to the implementation of special energy improvement projects within the ESID.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows; provided, that any obligation of the ESID created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the ESID, or give rise to any pecuniary liability of the ESID, but any such obligation shall be payable solely from the Special Assessments and Delinquency Amounts actually received by the ESID, if any;

ARTICLE I: DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, words and terms used in this Agreement shall have the meanings set forth in **Exhibit A** to this Agreement unless the context or use clearly indicates another meaning or intent. Definitions shall apply equally to both the singular and plural forms of any of the words and terms. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.2. Interpretation. Any reference in this Agreement to the ESID, the ESID Board, the Owner, the City, the City Council, the Investor, or to any member or officer of any of the foregoing, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Special Assessment Act, or to a section, provision or chapter of the Ohio Revised Code or any other

legislation or to any statute of the United States of America, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any of this Agreement's Articles, Sections, subsections, paragraphs, subparagraphs or clauses.

ARTICLE II: COOPERATIVE ARRANGEMENTS; ASSIGNMENT OF SPECIAL ASSESSMENTS

Section 2.1. Agreement Among the ESID and the Investor. The Owner and the ESID have requested the assistance of the Investor in the financing of special energy improvement projects within the ESID. For the reasons set forth in this Agreement's Recitals—which Recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties—the ESID has requested the assistance and cooperation of the Investor in the collection and payment of Special Assessments in accordance with this Agreement. The Parties intend this Agreement to be, and it shall be, an agreement among the Parties to cooperate in the financing, acquisition, installation, equipping, and improvement of “special energy improvement projects,” pursuant to Ohio Revised Code Chapter 1710, and as that term is defined in Ohio Revised Code Section 1710.01(I). The Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Parties' interests.

Upon the considerations stated above and upon and subject to the terms and conditions of this Agreement, the Investor, on behalf of the Parties, shall make the Project Advance available to the Owner to pay the costs of the Project. The ESID shall assign, transfer, set over, and pay the Special Assessments actually received by the City or the ESID, respectively, to the Investor, to pay the costs of the Project at the times and in the manner provided in this Agreement, including, without limitation, by repaying the principal and paying any interest on the Project Advance to the Investor; provided, however, that the ESID, and the Investor intend that the City shall receive all Special Assessments and Delinquency Amounts from the County Treasurer and shall transfer, set over, and pay all Special Assessments and Delinquency Amounts received from the County Treasurer to the Investor. The ESID, and the Investor further intend and agree that the Investor shall pay to the ESID, out of the Special Assessments received by the Investor, the semi-annual ESID Fee; provided, however, that if the amount of Special Assessments received by the Investor in any year are insufficient to pay the principal of, and interest on the Project Advance due in that year and the semi-annual ESID Fee, the Special Assessments received shall first be applied to the payment of interest on the Project Advance, then to the repayment of the principal of the Project Advance, and then to the payment of the semi-annual ESID Fee.

Notwithstanding anything in this Agreement to the contrary, any obligations of the ESID under this Agreement, including the obligation to transfer the Special Assessments and Delinquency amounts received by the ESID to the Investor, shall be a special obligation of the ESID and shall be required to be made only from Special Assessments and Delinquency Amounts

actually received by or on behalf of the ESID, if any. The ESID's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The ESID's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the ESID's faith and credit or taxing power, and the Owner, and the Investor do not have and shall not have any right to have taxes levied by the ESID for the transfer of the Special Assessments.

Section 2.2. Special Assessments; City Transfer of Special Assessments.

- (a) The Special Assessment Proceedings. The City has taken all necessary actions required by the Special Assessment Act to levy and collect the Special Assessments on the Property.

Pursuant to Ohio Revised Code Section 727.33, the City has certified the Special Assessments to the County Auditor for collection, and the County Auditor shall collect the unpaid Special Assessments with and in the same manner as other real property taxes and pay the amount collected to the City. The Parties intend that the County Auditor and the County Treasurer shall have the duty to collect the Special Assessments through enforcement proceedings in accordance with applicable law.

- (b) Collection of Delinquent Special Assessments. Pursuant to the Assignment Agreement, the City authorized the ESID and the Investor to take any and all actions as assignees of and, to the extent required by law, in the name of, for, and on behalf of, the City to collect delinquent Special Assessments levied by the City pursuant to the Special Assessment Act and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement and the Assignment Agreement.

- (c) Prepayment of Special Assessments. The Parties agree that the Special Assessments assessed against the Property and payable to the City pursuant to the Special Assessment Act may be prepaid to the Investor by the Owner in accordance with Section 4.7 of this Agreement. Except as set forth in this Section 2.2(c) and Section 4.7 of this Agreement, the Owner shall not prepay any Special Assessments. Notwithstanding the foregoing, if the Owner attempts to cause a prepayment of the Special Assessments by paying to the County Treasurer any amount as a full or partial prepayment of Special Assessments, the Owner shall provide written notice to the Investor of such prepayment, and if the ESID shall have knowledge of the same, the ESID immediately shall notify the Investor, and, unless provided the express written consent of the Investor, the ESID shall not cause any reduction in the amount of the Special Assessments. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the Special

Assessments by the Owners of the Property or the transfer of the Special Assessments by the City to the Investor.

- (d) Reduction of Special Assessments. The Parties agree that the Special Assessments, by the agreement of the ESID, the Investor, and the Owner, pursuant to this Agreement, and by the agreement of the ESID, the City, and the Investor pursuant to the Assignment Agreement may be subject to reduction, but only upon the express written consent or instruction of the Investor, such written consent or instruction to be provided by Investor to the ESID within twenty (20) days of the receipt of any prepayment by Owner as set forth in this Agreement. If the Owner causes the Special Assessments to be prepaid in accordance with Sections 2.2(c) and 4.7 of this Agreement, the Investor shall revise the Special Assessments to be collected such that, following such reduction, the amount of Special Assessments remaining to be paid shall be equal to the amounts necessary to pay, as and when due, the remaining outstanding principal of the Project Advance, together with interest at the annual rate of []% and the semi-annual ESID Fee. The parties acknowledge and agree that the County Auditor may calculate, charge, and collect a collection fee on each installment of the Special Assessments in an amount to be calculated, charged, and collected by the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Upon the ESID's receipt of the Investor's express written consent or instruction, the ESID shall certify to the City under the Assignment Agreement instruction to the City to certify to the County Auditor, prior to the last date in the then current tax year on which cities may certify special assessments to the County Auditor, a reduction in the amount of Special Assessments to be collected. The Parties agree that the Investor may certify any reduction required by this Section 2.2(d) to the County Auditor directly after requesting and receiving the ESID's consent to certify the reduction on the ESID's behalf.
- (e) Assignment of Special Assessments. Pursuant to the Assignment Agreement, the City agrees that it shall establish its funds for the collection of the Special Assessments as separate funds maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City and ESID hereby assign to the Investor all of the right, title and interest in and to: (i) the Special Assessments received by the City under this Agreement, (ii) the City's special assessment funds established for the Project, and (iii) any other property received or to be received from the City under this Agreement or under the Assignment Agreement with respect to the Project. The City further shall transfer, set over, and pay the Special Assessments and Delinquency Amounts to the Investor in accordance with this Agreement and the Assignment Agreement. The Parties agree that each of the ESID, the Investor, and the City, as assignee of the Special Assessments, is authorized, together or individually, to take any and all actions, whether at law, or in equity, to collect delinquent Special Assessments levied by the City pursuant to law and to cause the lien securing any delinquent Special Assessments to be enforced through prompt

and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.

- (f) Transfer of Special Assessments. The parties anticipate that semi-annual installments of the Special Assessments and Delinquency Amounts will be paid to the City by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplates that the County Auditor and County Treasurer will pay the Special Assessments and Delinquency Amounts to the City on or before June 1 and December 1 of each year. Under the Assignment Agreement, the City shall deliver to the Investor any moneys received by the City as Special Assessments and Delinquency Amounts, not later than 15 calendar days after the receipt of such moneys and the corresponding final settlement from the County Auditor, the City shall deliver to the Investor all such moneys received as Special Assessments and Delinquency Amounts by ACH or check as determined in the sole discretion of the ESID. The Investor shall provide the ESID and the City with account and payment information in the form of **Exhibit H** on the Closing Date. The Investor may from time to time provide updated written account and payment information in the form of **Exhibit H** to the ESID and the City for the payment of Special Assessments and Delinquency Amounts, but the ESID shall maintain its right to send the special assessments by ACH or check in its sole discretion. If at any time during the term of this Agreement the County Auditor agrees, on behalf of the City, to disburse the Special Assessments and Delinquency Amounts to the Investor pursuant to instructions or procedures agreed upon by the County Auditor, the ESID, the City, and the Investor, then, upon each transfer of an installment of the Special Assessments and Delinquency Amounts from the County Auditor to the Investor, the ESID shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments and Delinquency Amounts to the Investor.
- (g) Repayment of Project Advance. The Investor shall credit, on the dates shown on the Repayment Schedule (which is attached to, and incorporated into, this Agreement as **Exhibit B**), Special Assessments in the amounts shown on the Repayment Schedule to the payment of accrued interest on the Project Advance and to the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Investor, on the dates shown on the Repayment Schedule, further shall pay to the ESID, after the payment of accrued interest on the Project Advance, the repayment of the portion of principal of the Project Advance scheduled to be repaid on such date, and the semi-annual ESID Fee or such lesser amount as may be available from the Special Assessments on the applicable date after the payment of accrued interest on the Project Advance and the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Investor, on the dates shown on the Repayment Schedule, further shall pay to the ESID, after the payment of accrued interest on

the Project Advance, the repayment of the portion of the Project Advance scheduled to be repaid on such date, the semi-annual ESID Fee, or such lesser amount as may be available from the Special Assessments on the applicable date after the payment of accrued interest on the Project Advance, the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date, and the semi-annual ESID Fee. The Parties acknowledge and agree that the County Auditor may calculate, charge, and collect a fee on each installment of the Special Assessments in an amount that the County Auditor deems necessary to defray the expense of collecting the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties, and that such fee shall be paid to the County Auditor with the Special Assessments, and that the County Auditor will retain such fee.

Section 2.3. Obligations Unconditional; Place of Payments. The City's obligation to transfer the Special Assessments and any Delinquency Amounts to the Investor under Section 2.2 of this Agreement and pursuant to the Assignment Agreement shall be absolute and unconditional, and the City shall make such transfers without abatement, diminution, or deduction regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Investor, the ESID, the City, or the Owner; provided, however, that the City's obligation to transfer the Special Assessments and any Delinquency Amounts is limited to the Special Assessments and any Delinquency Amounts actually received by the City, and nothing in this Agreement shall be construed to obligate the City to transfer or pledge, and the City shall not transfer or pledge any special assessments not related to the Project.

Section 2.4. Appropriation by the City; No Further Obligations. Upon the Parties' execution of this Agreement, all of the Special Assessments and any Delinquency Amounts received or to be received by the City shall be deemed to have been appropriated to pay the City's obligation under this Agreement and the Assignment Agreement to pay to the Investor all Special Assessments and any Delinquency Amounts received by the City related to the Project. During the years during which this Agreement and the Assignment Agreement are in effect, the City shall take such further actions as may be necessary or desirable in order to appropriate the transfer of the Special Assessments and any Delinquency Amounts actually received by the City in such amounts and at such times as will be sufficient to enable the City to satisfy its obligation under this Agreement to pay to the Investor all Special Assessments and any Delinquency Amounts received by the City; provided that the City shall not be responsible for the costs and expenses of any collection or enforcement actions, except to the extent of any Special Assessments and Delinquency Amounts actually received by the City; and provided further that nothing in this paragraph shall be construed as a waiver of the City's right to be indemnified pursuant to Section 6.4 of this Agreement. The City has no obligation to use or apply to the payment of the Special Assessments and any Delinquency Amounts any funds or revenues from any source other than the moneys received by the City as Special Assessments and any Delinquency Amounts; provided, however, that nothing in this Agreement shall be deemed to prohibit the City or the City from using, to the extent that it is authorized to do so, any other resources for the fulfillment of any of this Agreement's terms, conditions, or obligations.

Section 2.5. Security for Advanced Funds. To secure the transfer of the Special Assessments and any Delinquency Amounts by the City to the Investor, pursuant to the Assignment Agreement and in accordance with the Special Assessment Act, the ESID hereby assigns, transfers, sets over, and shall pay all of its right, title, and interest in and to the Special Assessments and any Delinquency Amounts related to the ESID actually received by or on behalf of the City to the Investor. The Owner and the City agree and consent to that assignment.

ARTICLE III: REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 3.1. The ESID's Representations and Warranties.

The ESID represents and warrants that:

- (a) It is a nonprofit corporation and special improvement district, duly organized, and validly existing under the Constitution and applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the ESID that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the ESID's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the ESID and does not and will not conflict with or result in a default under any agreement or instrument to which the ESID is a party or by which it is bound.
- (d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the ESID has taken all steps necessary to establish this Agreement and the ESID's covenants and agreements within this Agreement as valid and binding obligations of the ESID, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the ESID in which an unfavorable ruling or decision would materially adversely affect the ESID's ability to carry out its obligations under this Agreement.
- (f) The Investor shall have received an opinion of PACE Counsel dated as of the Closing Date to the addressees included in such opinion regarding the enforceability and compliance with applicable law of the Agreement and the Petition.
- (g) The assignment contained in Section 2.5 is a valid and binding obligation of the ESID with respect to the ESID's right, title and interest in the Special Assessments under this Agreement.

Section 3.2. The Owner's Representations and Warranties. The Owner represents and warrants that:

- (a) It is an Ohio limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio. It has all requisite power to conduct its business as presently conducted and to own, or hold under lease, its assets and properties, and, is duly qualified to do business in all other jurisdictions in which it is required to be qualified, except where failure to be so qualified does not have a material adverse effect on it, and will remain so qualified and in full force and effect during the period during which Special Assessments shall be assessed, due, and payable.
- (b) It, by proper action, duly has authorized, executed, and delivered the Transaction Documents, and it has taken all steps necessary to establish this Agreement and its covenants and agreements within this Agreement as valid and binding obligations, enforceable in accordance with their terms
- (c) There are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it, the Property, or the Project that, if adversely determined, would individually or in the aggregate materially impair its ability to perform any of its obligations under this Agreement, or materially adversely affect its financial condition (an "Action"), and during the term of this Agreement, the Owner shall promptly notify the Investor of any Action commenced or to its knowledge threatened against it.
- (d) It is not in default under this Agreement, and no condition, the continuance in existence of which would constitute a default under this Agreement exists. It is not in default in the payment of any Special Assessments or under any agreement or instrument related to the Special Assessments which has not been waived or allowed.
- (e) Except for any financing of the Property and the lien related thereto that Owner has previously disclosed in writing, it has as of the date of this Agreement made no contract or arrangement of any kind, other than this Agreement, which has given rise to, or the performance of which by the other party thereto would give rise to, a lien or claim of lien on its Project, except inchoate statutory liens in favor of suppliers, contractors, architects, subcontractors, laborers or materialmen performing work or services or supplying materials in connection with the acquiring, installing, equipping and improving of its Project.
- (f) No representation or warranty made by it contained in this Agreement, and no statement contained in any certificate, schedule, list, financial statement or other instrument furnished to the Investor or the ESID by it or on its behalf contained, as of the date thereof, any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- (g) Since the date of the most recent financial statements of the Owner provided to the Investor, there has been no material adverse change in the financial condition of the

Owner, nor has the Owner mortgaged, pledged or granted a security interest in or encumbered the Property since such date, except as otherwise disclosed to the Investor in writing, and the financial statements which have been delivered to the Investor prior to the Closing Date are true, correct, and current in all material respects and fairly represent the respective financial conditions of the subjects of the financial statements as of the respective dates of the financial statements.

- (h) The Owner has good and marketable title to its Property, subject only to existing liens, pledges, encumbrances, charges or other restrictions of record previously disclosed by the Owner to the Investor in writing, liens for taxes not yet due and payable, and minor liens of an immaterial nature.
- (i) The Project complies in all material respects with all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction of the Project, and all necessary permits, licenses, consents and permissions necessary for the Project have been or will be obtained.
- (j) The plans and specifications for the Project are satisfactory to the Owner, have been reviewed and approved by the general contractor for the Project, the tenants under any leases which require approval of the plans and specifications, the purchasers under any sales contracts which require approval of the plans and specifications, any architects for the Project, and, to the extent required by applicable law or any effective restrictive covenant, by all Governmental Authorities and the beneficiaries of any such covenants; all construction of the Project, if any, already performed on the Property has been performed on the Property in accordance with such approved plans and specifications and the restrictive covenants applicable to the plans and specifications; there are no structural defects in the Project or violations of any requirement of any Governmental Authorities with respect to the Project; the planned use of the Project complies with applicable zoning ordinances, regulations, and restrictive covenants affecting the Property as well as all environmental, ecological, landmark and other applicable laws and regulations; and all requirements for such use have been satisfied.
- (k) The Owner has the Required Insurance Coverage and will maintain the Required Insurance Coverage at all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid. The Owner shall provide to the Investor satisfactory evidence of the Required Insurance Coverage, either in the form of duplicate policies, binders, or certificates (identifying each insurance policy name of insurer, amount of coverage, deductible provisions, and expiration date) that the Owner has purchased, and has in full force and effect. Any return of insurance premium or dividends based upon the Required Insurance Coverage shall be due and payable solely to the Owner its Lender pursuant to any Lender Loan Documents, unless such premium shall have been paid by the Investor, in accordance with the distribution priority specified in Section 4.3.

- (l) Each Disbursement Request Form presented to the Investor, and the receipt of the funds requested by the Disbursement Request Form, shall constitute an affirmation that the representations and warranties contained in this Agreement remain true and correct as of the date of the Disbursement Request Form and the receipt of the funds requested by the Disbursement Request Form.
- (m) Each of the Property and the Project are, and at all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, used solely for the commercial purposes disclosed by the Owner to the Investor in writing.
- (n) The Project and the plans and specifications for the Project have been developed pursuant to an energy analysis prepared by PACE Equity.
- (o) Each of the components of the Project is a qualified “special energy improvement project” pursuant to the definition of that term in Ohio Revised Code Section 1710.01(I).
- (p) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.
- (q) There are no past due real property taxes, assessments, or mortgage payments owing on the Property or owing from the Owner, and any of its affiliates, on any other property and there are no involuntary liens, defaults, or unsatisfied judgements applicable to the Property. Further, none of the Owner, nor any of its affiliates, have received any tax delinquencies or tax liens with respect to the Property in the five (5) years preceding the effective date of this Agreement and the Owner has not had any property sold at foreclosure and has not entered into any form of bankruptcy proceedings in the five (5) years preceding the effective date of this Agreement.
- (r) The Owner has not made and will not intentionally make to Investor or the ESID, in this Agreement or otherwise, any untrue statement of a material fact, nor has it omitted to state a material fact necessary to make any previous statement made not misleading. All information provided by the Owner to Investor or the ESID in writing or in electronic form is complete, true and correct in all material respects.
- (s) No Insolvency Event shall have occurred or is continuing with respect to the Owner. The Owner is not aware of any circumstances or conditions with respect to the Owner, its properties, the Project, the Property, or the Special Assessments that could reasonably be expected to materially and adversely affect the Owner, its properties, the Project, the Property, or the Special Assessments. For purposes hereunder, “Insolvency Event” shall mean the Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency,

bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding or of relating to the Owner or relating to all or substantially all of such Owner's property, (ii) fails to pay its debts as they become due and such failure has not been cured within ninety (90) days of the event; (iii) admitted in writing its inability to pay its debts as they become due (other than any admissions required by applicable law or as may be required in a legal proceeding if failure to do so would constitute perjury), (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) has filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within ninety (90) days.

- (t) Except for development of the Property completed to date, the Property is in substantially the same condition it was at the time the most recent appraisal was obtained by Owner. There is no proceeding pending or, to the knowledge of the Owner, threatened for the total or partial condemnation of the Property.

Section 3.3. The Owner's Additional Agreements. The Owner agrees that:

- (a) It shall not transfer or convey any right, title, or interest, in or to the Property and the Project, except after giving prompt notice of any such transfer or conveyance to the Investor; provided, however, that the foregoing restrictions shall not apply to the grant or conveyance of any leasehold interests, mortgage interest, or lien interest, except as may be otherwise provided in this Agreement. Before or simultaneous with any such transfer or conveyance, the Owner shall (i) execute, cause the transferee or purchaser to execute, and deliver to the Investor, the City, and the ESID a fully executed "Assignment and Assumption of Energy Project Cooperative Agreement" in the form attached to, and incorporated into, this Agreement as Exhibit G; (ii) execute, cause the transferee or purchaser to execute, and deliver to the Investor, an assignment of all construction contracts related to the Project (subject to any prior assignments to a Lender), and (iii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Owner Consent.
- (b) It shall pay when due all taxes, assessments, service payments in lieu of taxes, levies, claims and charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on any portion of the Property. The Owner shall furnish the Investor, upon reasonable request, with proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Owner under this Agreement. The Parties acknowledge and agree that the foregoing obligation is in addition to the Owner's obligation to pay the Special Assessments.

- (c) It shall not, without the prior written consent of the Investor, cause or agree to the imposition of any special assessments, other than the Special Assessments, on the Property for the purpose of paying the costs of "special energy improvement projects," as that term is defined in Ohio Revised Code Section 1710.01(I), as amended and in effect at the time.
- (d) It shall promptly pay and discharge all undisputed claims for labor performed and material and services furnished in connection with the acquisition, installation, equipping, and improvement of the Project.
- (e) Within one hundred twenty (120) days after the end of each fiscal year of the Owner, the Owner shall provide to the Investor a copy of its unaudited financial statements, which shall include (at a minimum) a balance sheet and income statement. To the extent already prepared by the Owner in its ordinary course of business, the Owner shall provide to the Investor unaudited quarterly financial statements within sixty (60) days after the end of each quarter.
- (f) Once annually until the Completion Date, the chief financial officer of the Owner shall provide the Investor with a certificate setting forth all sources and uses of funds with respect to the Project.
- (g) It promptly shall notify the Investor of any material damage or destruction to the Project or the Property.
- (h) Upon the reasonable request of the Investor, it shall take any actions and execute any further certificates, instruments, agreements, or documents as shall be reasonably necessary in connection with the performance of this Agreement and with the transactions, obligations, and undertakings contained in this Agreement.
- (i) It shall not cause the Property to be subdivided, platted, or otherwise separated into any additional parcels in the records of the County Auditor.
- (j) It does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, as defined in applicable state law, or any other federal, state or local environmental laws or regulations, and neither the Property nor any other of its premises has been so used previously, in each case, except as previously disclosed in writing to the Investor. Notwithstanding the foregoing, Owner may use commercially acceptable and lawful hazardous materials and substances used in connection with the ownership and operation of seniors and residential housing and care communities. There are no underground storage tanks located on the Property. There is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property, which has not been fully remediated in accordance with environmental laws. There is no environmental remediation required (or anticipated to be required) with respect to the Property. The Owner does not know of, and has not received, any written or oral notice or other communication from any person

(including but not limited to a governmental entity) relating to hazardous substances or remediation of hazardous substances, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing.

- (k) Prior to Substantial Completion of the Project, one or more Principals or their respective affiliates shall at all times control the Owner.
- (l) It shall, until such times as the Project Advance is paid in full, provide to the Investor within 30 days of written request therefor, copies of all utility bills for the Property for the period of time so requested, including, but not limited to water, gas, and electricity bills. Further, Owner will, within 30 days of request therefor, execute a consent to electronic data interface or similar document supplied by Investor allowing Investor to receive utility bills for the Property directly from the Property's utility providers. Investor shall use the information obtained in such utility reporting only for the purpose of tracking energy savings and energy use intensity provided by the installation and operation of the Project on the Property. Data shall be protected by Investor and will not be sold or reused for other purposes.
- (m) In the event the Owner enters into one or more additional PACE financing transactions with the Investor subsequent to the date hereof, payments received by the Investor for application to such future PACE financings when due, shall be aggregated with payments received for the Project Advance and applied *pari passu* to each future PACE financing and the Project Advance regardless of amount or designation by the Owner such that a shortfall in any one payment shall be a shortfall in all. If on any payment date the Investor receives payments that, in aggregate, are less than the total combined amount due on all PACE financings and the Project Advance, the Owner shall be in default hereunder and on all PACE financings (including this Agreement) and the Investor shall have the right to pursue all remedies available to the Investor under this Agreement and all agreements evidencing and securing such future PACE financings.
- (n) In addition to any other reporting requirements set forth herein or in the Transaction Documents, within fifteen (15) days after request by Investor, Owner shall deliver to Investor such additional information concerning Owner, any guarantors, the Energy Project and the Property as requested by Investor in writing, including but not limited to (i) information and reports relating to the financial condition of the Property, Owner, or any guarantor, including the status of any indebtedness of Owner relating to or secured by the property (ii) financial statements and tax returns of the Owner or any guarantor or operating proformas or annual budgets for the Property, (iii) leasing information of the Property, including any rent rolls or past due reports.

ARTICLE IV: PROJECT ADVANCE; CONSTRUCTION OF PROJECT; REPAYMENT

Section 4.1. Project Advance. The Investor has made available to the Owner the Project Advance in the amount of \$1,474,990.37 of which \$1,100,000 will be net funded into the Project Account (as defined below) for disbursement pursuant to Section 4.2, closing costs in the amount of \$[68,288.25] will be disbursed by the Investor in accordance with Section 4.2 and Exhibit E, and capitalized interest in the amount of \$[306,702.12] will be retained for the account of the Investor for further payment to itself and the ESID in accordance with this Agreement. The Disbursing Agent shall hold the Project Advance in a segregated account established in the custody of the Investor, which account shall be referred to as the "Project Account." Subject to the terms and conditions of this Agreement, the Disbursing Agent, upon the direction of the Owner, shall cause the Disbursing Agent to disburse amounts on deposit in the Project Account to the Owner or to such parties as may be named by the Owner in order to pay the costs of the Project.

If the Project Advance net funded to the Owner is insufficient to pay the costs of the Project pursuant to this Agreement, the Owner, nevertheless, shall complete the acquisition, installation, equipping, and improvement of its Project, and the Owner shall pay all such additional costs of its Project from its own funds. The Owner shall not be entitled to reimbursement for any such additional costs of its Project, nor shall it be entitled to any abatement, diminution, or postponement of the Special Assessments.

Section 4.2. Disbursements. In order to cause disbursement of amounts on deposit in the Project Account to pay or reimburse the costs of the Project, the Owner shall submit Disbursement Request Forms (a form of which is attached to this Agreement as Exhibit C) to the Investor. Each Disbursement Request Form shall, in part, set forth the payments or reimbursements requested, and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. In addition, the following shall occur:

- (a) With each Disbursement Request Form:
 - (i). The Owner shall deliver to the Investor proof that each project milestone has occurred;
 - (ii). The Owner shall deliver to the Investor copies of all related receipts and invoices;
 - (iii). The Owner shall deliver to the Investor signed lien waivers in the form attached to the Disbursement Request Form as Schedule 2;
 - (iv). The Owner shall deliver to the Disbursing Agent, on behalf of the Investor, as necessary, bank information for wiring the amounts requested for disbursement;
 - (v). The Investor shall have received copies of all other disbursement requests for disbursements of other sources of funds, including from the loan from the Owner's Lender, that have been submitted on or prior to the date on which the related Disbursement Request is submitted, and all such disbursement requests shall have been validly approved in accordance with the Lender Loan Documents; and

- (vi). All of the conditions to disbursement under the Disbursement Agreement shall have been satisfied.
- (b) With the first Disbursement Request Form submitted, in addition to the documents required under Section 4.2(a):
- (i). The Owner shall deliver to the Investor copies of all construction permits required for the construction of the Project;
 - (ii). The Owner shall deliver to the Investor copies of all agreements with the general contractor performing work or furnishing materials for the Project;
 - (iii). The Owner shall deliver to the Investor a construction schedule completed by the general contractor for the Project, which includes an anticipated date of completion of the Project; and
 - (iv). The Owner shall deliver to the Investor copies of all current policies of the Required Insurance Coverage;
 - (v). The construction plans and specifications shall have been approved in all respects by the Investor in its reasonable discretion;
 - (vi). The budget shall have been approved by the Investor in its sole discretion;
 - (vii). The Owner shall deliver to the Investor the written consent of its Lender to the levying, assessment, and collection of the Special Assessments, in the form attached to this Agreement as **Exhibit F**;
 - (viii). The Owner shall provide to the Investor evidence acceptable to the Investor, in its reasonable discretion, that the City Council and the ESID have approved the Project;
 - (ix). The Investor shall receive the executed the Owner Consent and evidence that the Owner Consent has been recorded in the records of the County Recorder with respect to the Property;
 - (x). The Owner and the ESID shall provide to the Investor original executed copies of this Agreement and any related certificates;
 - (xi). The Owner shall provide to the Investor a list of authorized representatives on whose instructions and directions the Investor may rely until such time as an updated list has been provided.
- (c) With the final Disbursement Request Form, in addition to the documents required under Section 4.2(a):
- (i). The Owner shall deliver to the Investor the final lien waiver and release from the general contractor and all subcontractors in a form acceptable by the Investor, which waivers may be conditioned upon receipt of the payment for which such disbursement is requested;
 - (ii). The Owner shall deliver to the Investor the executed certificate in the form attached as **Exhibit D** to this Agreement
 - (iii). The Owner shall deliver to the Investor evidence that a Certificate of Occupancy, which may be subject to de minimis punchlist items, has been provided for the Property or evidence satisfactory to the Investor of when the same will be provided for the Property; and; and

- (iv). The Owner shall deliver to the Investor copies of all completion inspections and closed permits with respect to the Project.

Upon its receipt of each completed Disbursement Request Form and satisfaction of the conditions to disbursement set forth above, the Investor shall approve all or a portion of the payment or reimbursements requested to be disbursed from the Project Account. To the extent the Investor approves the payment or reimbursements requested to be disbursed from the Project Account, the Investor shall cause the Disbursing Agent to pay the Owner or such other parties as are indicated on the Disbursement Request Form the amounts described on such Disbursement Request Form which have been approved by the Investor.

Additionally, on the Closing Date, the Investor shall cause the Disbursing Agent to disburse for closing costs related to the financing described in this Agreement in an amount not to exceed \$[68,288.25], as detailed in Exhibit E to this Agreement. Without limiting the generality of the foregoing, disbursements made pursuant to this paragraph may be for fees to the Investor, fees to the ESID, legal fees, fees to the City, and other closing costs or contingencies.

If at any time an Event of Default has occurred and is continuing under this Agreement, the Investor may withhold approval of any requests for disbursement until the Event of Default is cured.

Section 4.3. Casualties and Takings. The Owner shall promptly notify the Investor if the Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a "Casualty"). Upon the occurrence of such Casualty, the Owner's Lender, if any, may elect, in accordance with the provisions of the applicable Lender Loan Documents, to restore the Property and the Project or to terminate the construction of the Project, and in either case, to direct the application of the insurance proceeds pursuant to the terms of Owner's Lender's agreement with the Owner, provided that if the insurance proceeds are not used to restore the Property and the Project, insurance proceeds will be distributed to the Owner's Lender and to the Investor in accordance with their insured interests, and any excess proceeds will be paid to the Owner.

Upon the occurrence of a Casualty, if no Person is a Lender at the time of such Casualty, the insurance proceeds shall be applied to pay the costs of the restoration of the Project or to the repayment of the outstanding balance of the Special Assessments, and in which case the Investor shall remain obligated to cause the Disbursing Agent to make disbursements of up to the total amount of the Project Advance in accordance with this Agreement.

In the event restoration of the Project or the Property is pursued, the Owner shall immediately proceed with the restoration of the Project in accordance with the plans and specifications. If, in the Investor's reasonable judgment, said insurance proceeds are insufficient to complete the restoration, the Owner shall deposit with the Disbursing Agent such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

In the event any part of the Property or the Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in

lieu of condemnation to any authority entitled to exercise the power of eminent domain (a "Taking"), the Owner's Lender, if any, may elect, in accordance with the provisions of the applicable Lender Loan Documents, not to restore the Property or the Project or to restore the Property or the Project, and in either case, to direct the application of the proceeds of the Taking pursuant to the terms of its agreements with the Owner, provided that if the Taking proceeds are not used to restore the Property and the Project, Taking proceeds will be distributed to Owner's Lender and to the Investor in accordance with their insured interests, and any excess Taking proceeds will be paid to the Owner. If the Lender determines not to restore the Property or the Project and release funds related thereto to the Owner, the Investor's obligation to cause the Disbursing Agent to make disbursements under this Agreement shall be terminated. If the Lender determines to restore the Property and the Project, the Owner shall immediately proceed with the restoration of the Project in accordance with the plans and specifications. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Disbursing Agent such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

In the event that no Person is a Lender at the time of such Taking, the Investor's obligation to cause the Disbursing Agent to make disbursements under this Agreement shall be terminated unless the Property and the Project can be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. If the Property and the Project can be so restored, the Owner shall immediately proceed with the restoration of the Project in accordance with the plans and specifications, and the Investor shall cause the Disbursing Agent to release the funds for such purpose. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Disbursing Agent such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the plans and specifications.

Section 4.4. Eligible Costs. The costs of the Project which are eligible for payment or reimbursement pursuant to this Agreement include the following:

- (a) Costs incurred directly or indirectly for or in connection with the acquisition, installation, equipping, and improvement of the Project, including without limitation, costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;
- (b) Financial, legal, recording, title, accounting, and printing and engraving fees, charges and expenses, and all other fees, charges and expenses incurred in connection with the financing described in this Agreement;
- (c) Premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained until the date on which each Project is final and complete;

- (d) Taxes, assessments and other governmental charges in respect of the Project that may become due and payable until the date on which each Project is final and complete;
- (e) Costs, including, without limitation, attorney's fees, incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project; and
- (f) Any other incidental or necessary costs, expenses, fees and charges properly chargeable to the cost of the acquisition, installation, equipping, and improvement of the Project.

Section 4.5. Completion of Project; Inspection. The Owner (a) in accordance with the approved plans and specifications for the Project, which plans and specifications shall not be materially revised without the prior written approval of the Investor, which approval shall not be unreasonably withheld, shall acquire, install, equip, and improve its Project with Project Advance with all commercially reasonable dispatch, (b) subject to its right to contest any disputed work, shall pay when due all fees, costs and expenses incurred or payable by the Owner in connection with that acquisition, installation, equipping, and improvement from funds made available therefor in accordance with this Agreement or otherwise, and (c) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable to the Owner under the terms of any contract, order, receipt, writing or instruction in connection with the acquisition, installation, equipping, and improvement of the Project, and shall utilize commercially reasonable efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is to be owned by the Owner and any contracts made by the Owner with respect to the Project or any work to be done by the Owner on or with respect to the Project are made or done by the Owner on its own behalf and not as agent or contractor for the ESID.

During the period of acquisition, installation, equipping, and improvement of the Project, the ESID and the Investor, and their respective agents, subject to reasonable security and safety regulations, and upon reasonable prior notice, shall have the right, during normal business hours, to inspect the Project. The ESID and the Investor and their respective agents shall utilize commercially reasonable efforts to minimize interference with the tenants of the Property during any such inspection.

The Investor reserves the right to deny the request for a Project Advance pursuant to Article IV of this Agreement if such inspection reveals that construction is not proceeding with Reasonable Dispatch. If, in the Investor's opinion, after 30 days' written notice to the Owner, the construction is not proceeding with Reasonable Dispatch, the Investor may (i) request that the Owner remove and replace the general contractor with a general contractor acceptable to the Investor, the failure of which by the Owner shall be a default under this Agreement, (ii) utilize funds to continue construction of the Project and such funds shall be considered Project Advances, or (iii) deny any Project Advance until such time as the construction resumes proceeding with Reasonable Dispatch.

The Owner shall notify the ESID, the City, and the Investor of the Completion Date by a certificate in the form attached as **Exhibit D** to this Agreement, signed by the Owner stating: (a) the date on which the acquisition, installation, equipping, and improvement of the Project was substantially completed by the general contractor for the Project in accordance with the construction contract, and the Owner has no unresolved complaints regarding the work; (b) that the Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget for the Project approved by the Investor; (c) that the Owner has complied, and will continue to comply with all applicable statutes, regulations, and resolutions or ordinances in connection with the Property and the construction of the Project; (d) that the Owner holds fee ownership of the Property; (e) that the general contractor for the project has not offered the Owner any payment, refund, or any commission in return for completing Project; and (f) that all funds provided to the Owner by the Investor for the Project have been used in accordance with this Agreement. The certificate shall be delivered as promptly as practicable after the Completion Date.

Section 4.6. Repayment. The Parties acknowledge that pursuant to this Agreement, the Project Advance is expected to be repaid by the Special Assessments. The Parties agree that the Special Assessments have been levied and certified to the County Auditor in the amounts necessary to amortize the Project Advance, together with interest at the annual rate of [____]% and the semi-annual ESID Fee over 38 semi-annual payments to be collected beginning approximately on January 31, 2028 and continuing through approximately July 31, 2046. The Parties further acknowledge that in addition to the amount of the Special Assessments and other related interest, fees, and penalties, the County Auditor may charge and collect a County Auditor collection fee on each installment of the Special Assessments in an amount to be calculated, charged, and collected by the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Interest shall accrue on the entire amount of the Project Advance from the Closing Date; provided, however, that a portion of the Project Advance may be used to pay interest accruing and due and payable on the Project Advance prior to the date on which the first installment of the Special Assessments is paid to the Investor by the City. The Owner agrees to pay, as and when due, all Special Assessments with respect to its Property. The Parties acknowledge and agree that, pursuant to the laws of the State, the Special Assessments to be collected by the County Treasurer which as of the relevant date are not yet due and payable never shall be accelerated, and the lien of the Special Assessments never shall exceed the amount of Special Assessments which, as of the relevant date, are due and payable but remain unpaid.

If, as a result of any late payment or non-payment of the Special Assessments, or as the result of any other Event of Default by the Owner under any of the Transaction Documents, the amount available to be paid by the City to the Investor with respect to any installment of the Special Assessments is less than the amount levied with respect to that installment, the Owner immediately shall pay the difference to the Investor. If the Owner fails to pay the difference to the Investor within 15 days of the Investor notifying the Owner of the amount of the difference, the difference, together with interest at the Default Interest Rate from the original due date of the installment of the Special Assessments until the difference shall be paid shall be certified by the Investor to the City under the Assignment Agreement and shall be added to the next installment of the Special

Assessments to which it can be added. No additional acknowledgement, signature, or assent is required from the Owner to assess the amounts described in this paragraph.

Section 4.7. Prepayment. [Prepayment Terms to Be Added].

Immediately upon any prepayment pursuant to this Section 4.7, the Investor shall notify the ESID of the prepayment, and the Owner, the Investor, and the ESID shall cooperate to reduce the amount of Special Assessments to be collected by the County Auditor pursuant to Section 2.2(d) of this Agreement.

Section 4.8. Payment of Fees and Expenses. If an Event of Default on the part of the Owner should occur under this Agreement such that the ESID or the Investor should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due under this Agreement, the Owner shall reimburse the ESID and the Investor, as applicable, for any reasonable out-of-pocket expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount of such expenses, together with interest on such amount from the date of demand for payment at an annual rate equal to the maximum rate allowable by law (the "Default Interest Rate"), shall constitute indebtedness under this Agreement, and the ESID and the Investor, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

Section 4.9. Further Assurances. Upon the request of the Investor, the Owner shall take any actions and execute any further documents as the Investor deems necessary or appropriate to carry out the purposes of this Agreement.

ARTICLE V: EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any of the following shall occur, such occurrence shall be an "Event of Default" under this Agreement:

- (a) The Owner shall fail to pay an installment of the Special Assessments when due, after taking into account all applicable extensions;
- (b) The City shall fail to transfer, or cause the transfer of, any of the Special Assessments to the Investor within the time specified in this Agreement and the Assignment Agreement;
- (c) The Owner fails to comply with any obligation under this Agreement or the Petition involving the payment of money, except for the payment of the Special Assessments, and such failure is not cured within 10 days of Owner's receipt of notice of such failure;
- (d) Any Party is in material breach of its representations or warranties under this Agreement; provided, however, that upon the material breach of a Party's representations or warranties under this Agreement, such Party shall have the right

to cure such breach within five days of the receipt of notice, and, if so cured, such breach shall not constitute an Event of Default;

- (e) The ESID or the Owner, shall fail to observe and perform any other agreement, term, or condition contained in this Agreement and the continuation of such failure for a period of 30 days after written notice of such failure shall have been given to the ESID or the Owner, as applicable, by any other Party to this Agreement, or for such longer period to which the notifying Party may agree in writing; provided, however, that if the failure is other than the payment of money, and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the ESID or the Owner, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion;
- (f) The Owner abandons its Property or its Project;
- (g) The Owner commits waste upon its Property or its Project;
- (h) An Insolvency Event occurs with respect to the Owner; or
- (i) Any workmanship or materials constituting a portion of the Project or incorporated into the Project shall be materially defective and shall not be corrected within 30 days after notice.

The declaration of an Event of Default above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Promptly upon any non-defaulting Party becoming aware that an Event of Default has occurred, such Party shall deliver notice of such Event of Default to each other Party under this Agreement in accordance with the notice procedures described in Section 6.5 of this Agreement.

Section 5.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) Upon an Event of Default described in Section 5.1(a) only, the Investor shall become entitled to receive any Delinquency Amounts actually received by the City.
- (b) The ESID and the Investor, together or separately, may pursue all remedies now or later existing at law or in equity to collect all amounts due and to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of any of the Parties, as applicable, under this Agreement, including enforcement under Ohio Revised Code Chapter 2731 of duties resulting from an office, trust, or station upon the ESID, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not

take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.

- (c) The Investor, in its sole discretion, may choose to perform any or all of the Owner's obligations on the Project on the Owner's behalf, and the Owner shall reimburse the Investor within 30 days after written demand for reimbursement from the Investor for all costs and expenses, including any reasonable attorneys' fees, that the Investor may incur in performing those obligations, together with interest on those sums from and after the dates they are incurred at the rate of interest equal to the Default Interest Rate. If any amount due under this Agreement from the Owner to the Investor is not paid as and when due, interest at the Default Interest Rate shall accrue on such amount from the date on which it was due through the date on which payment is made; provided, however, that if any installment of the Special Assessments is not timely paid to the Investor through no fault of the Owner, interest at the Default Interest Rate shall not accrue on any such amount.
- (d) Any Party may pursue any other remedy which it may have, whether at law, in equity, or otherwise, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.
- (e) If Investor has delivered a notice to Owner pursuant to Section 4.5(c), and six (6) months pass without the construction resuming to proceed with Reasonable Dispatch, as determined by Investor in its reasonable discretion, then Investor shall have the right, subject to any prior rights of Senior Lender under the Senior Loan, to enter the Property and complete the Project, or call upon any other reputable parties to enter the Property and complete the Project, in accordance with the Plans and Specifications (as may be modified) and shall have the right to expend such sums as the Investor in its reasonable discretion deems proper in order to complete the Project and the Owner hereby waives any right to contest any such necessary expenditures. The amount of any and all expenditures made by Investor for the foregoing purposes shall bear interest from the date made until repaid to the Investor, at the maximum annual rate allowed by law, and, together with such interest, shall be due and payable by the Owner to the Investor upon demand. During the course of any construction undertaken by the Investor or by any other party on behalf of the Investor, the Owner shall pay on demand any amounts due to the general contractor used by Investor, subcontractors and other material suppliers and for permits and licenses necessary to complete the Project, without regard to any limitation on liability set forth herein.

Notwithstanding the foregoing, each of the ESID and the City shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense.

Section 5.3. [Reserved]. Section 5.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Parties by this Agreement is intended to be exclusive of any other available remedy or remedies, 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 later existing at law, in equity or by statute; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power nor shall be construed to be a waiver, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 5.5. No Waiver. No failure by a Party to insist upon the strict performance by the other Parties of any provision of this Agreement shall constitute a waiver of such Party's right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Parties to observe or comply with any provision of this Agreement.

Section 5.6. Notice of Default. Any Party to this Agreement shall notify every other Party to this Agreement immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

Section 5.7. Amending Petition and Supplemental Plan for Non-Completion Assessment.

In addition to any other rights provided to Investor under this Agreement, in the event that (i) Owner fails to install the Project in compliance with the Special Assessment Act in any material respect; (ii) Owner otherwise fails to meet the conditions, in any material respect, established by the ESID for financing through the Act; or (iii) Owner defaults hereunder or under any of the other PACE Documents and Investor stops disbursements of the Project Advance under the PACE Documents, then Owner hereby freely and willingly agrees to cooperate in the preparation of, sign, and submit to the City an amendment to the Petition and Supplemental Plan (the "Amending Petition") requesting additional special assessments (the "Non-Completion Assessments") which shall include all costs actually incurred by Investor, the ESID, and the City associated with the Non-Completion Assessments including without limitation: (i) all costs of amending the PACE Documents; (ii) any prepayment premium for any prepayment of the Project Advance with unused proceeds of the Project Advance; and (iii) all closing costs, including but not limited to the fees set forth on Exhibit E. Owner acknowledges that submission of the Amending Petition and Supplemental Plan to the City will authorize the Council to levy the Non-Completion Assessments on the Property for collection in the first available property tax collection year following the certification of the Council legislation authorizing the Non-Completion Assessments to the County Auditor for collection. The Parties hereby acknowledge that any determination by the City to

consider legislation to authorize the Non-Completion Assessments shall be within the sole discretion of the City.

ARTICLE VI: MISCELLANEOUS

Section 6.1. Owner Waivers. The Owner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Ohio Revised Code Chapter 727 and the resolutions or ordinances in effect in the City (collectively, "Assessment Rights"). The Owner irrevocably waives all Assessment Rights as to its Project and consents to the imposition of the Special Assessments as to its Project immediately or at such time as the ESID determines to be appropriate, and the Owner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessments upon its Property as to its Project. The Owner further waives in connection with the Project: any and all questions as to the constitutionality of the laws under which the Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the City Council acting thereunder; and the right to file a claim for damages as provided in Ohio Revised Code Section 727.18 and any similar provision of the resolutions or ordinances in effect within the City.

Section 6.2. Term of Agreement. This Agreement shall be and remain in full force and effect from the Closing Date until the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder shall have been made to the Investor, or such time as the Parties shall agree in writing to terminate this Agreement. Any attempted termination of this Agreement prior to the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder which is not in writing and signed by each of the Parties to this Agreement shall be null and void.

Section 6.3. Litigation Notice. Each Party shall give all other Parties prompt notice of any action, suit, or proceeding by or against the notifying Party, at law or in equity, or before any governmental instrumentality or agency, of which the notifying Party has notice and which, if adversely determined would impair materially the right or ability of the Parties to perform their obligations under this Agreement. The notifying Party's prompt notice shall be accompanied by its written statement setting forth the details of the action, suit, or proceeding and any responsive actions with respect to the action, suit, or proceeding taken or proposed to be taken by the Party.

Section 6.4. Indemnification. The Owner shall indemnify and hold harmless the ESID, the Investor, and the City (including any member, officer, director, or employee thereof) (collectively, the "Indemnified Parties") against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against an Indemnified Party arising or resulting from (i) the levy and collection of the Special Assessments, (ii) Owner's financing, acquisition, construction, installation, operation, use or maintenance of the Project, (iii) any act, failure to act or misrepresentation solely by the Owner in connection with, or in the

performance of any obligation on the Owner's part to be performed under this Agreement or related to the Special Assessments resulting in material actual damages, (iv) the levy and collection of the Special Assessments, or (v) (a) a past, present or future violation or alleged violation of any environmental laws in connection with the Property by any person or other source, whether related or unrelated to the Owner, (b) any presence of any hazardous, toxic or harmful substances, materials, wastes, pollutants or contaminants defined as such in or regulated under any environmental law ("Materials of Environmental Concern") in, on, within, above, under, near, affecting or emanating from the Property, (c) the failure to timely perform any investigation, inspection, site monitoring, containment, clean-up, removal, response, corrective action, mitigation, restoration or other remedial work of any kind or nature because of, or in connection with, the current or future presence, suspected presence, Release (as defined below) or threatened Release in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within all or any portion of the Property of any Materials of Environmental Concern, including any action to comply with any applicable environmental laws or directives of any governmental authority with regard to any environmental laws, (d) any past, present or future activity by any person or other source, whether related or unrelated to the Owner in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Materials of Environmental Concern at any time located in, under, on, above or affecting the Property, (e) any past, present or future actual generation, treatment, use, storage, transportation, manufacture, refinement, handling, production, removal, remediation, disposal, presence or migration of Materials of Environmental Concern on, about, under or within all or any portion of the Property (a "Release") (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) to, from, on, within, in, under, near or affecting the Property by any person or other source, whether related or unrelated to the Owner, (f) the imposition, recording or filing or the threatened imposition, recording or filing of any lien on the Property with regard to, or as a result of, any Materials of Environmental Concern or pursuant to any environmental law, or (g) any misrepresentation or failure to perform any obligations related to environmental matters in any way pursuant to any documents related to the Special Assessments.

In the event any action or proceeding is brought against any Indemnified Party by reason of any such claim, such Indemnified Party will promptly give written notice thereof to the Owner. The Owner shall be entitled to participate at its own expense in the defense or, if it so elects, to assume at its own expense the defense of such claim, suit, action or proceeding, in which event such defense shall be conducted by counsel chosen by the Owner; but if the Owner shall elect not to assume such defense, it shall reimburse such Indemnified Party for the reasonable fees and expenses of any counsel retained by such Indemnified Party. If at any time the Indemnified Party becomes dissatisfied, in its reasonable discretion, with the selection of counsel by the Owner, a new mutually agreeable counsel shall be retained at the expense of the Owner. Each Indemnified Party agrees that the Owner shall have the sole right to compromise, settle or conclude any claim, suit, action or proceeding against any of the Indemnified Parties. Notwithstanding the foregoing, each Indemnified Party shall have the right to employ counsel in any such action at their own expense; and provided further that such Indemnified Party shall have the right to employ counsel in any such action and the fees and expenses of such counsel shall be at the expense of the Owner, if: (i) the employment of counsel by such Indemnified Party has been authorized by the Owner,

(ii) there reasonably appears that there is a conflict of interest between the Owner and the Indemnified Party in the conduct of the defense of such action (in which case the Owner shall not have the right to direct the defense of such action on behalf of the Indemnified Party) or (iii) the Owner shall not in fact have employed counsel to assume the defense of such action. The Owner shall also indemnify the Indemnified Parties from and against all costs and expenses, including reasonable attorneys' fees, lawfully incurred in enforcing any obligations of the Owner under this Agreement. The obligations of the Owner under this Section shall survive the termination of this Agreement and shall be in addition to any other rights, including without limitation, rights to indemnity which any Indemnified Party may have at law, in equity, by contract or otherwise.

None of the Investor, the City, or the ESID shall have any liability to the Owner or any other Person on account of (i) the Owner engaging a contractor from the list of contractors submitted by the ESID or the Investor to the Owner, (ii) the services performed by the contractor, or (iii) any neglect or failure on the part of the contractor to perform or properly perform its services. None of the Investor, the City, or the ESID assumes any obligation to the Owner or any other Person concerning contractors, the quality of construction of the Project or the absence of defects from the construction of the Project. The making of a Project Advance by the Investor shall not constitute the Investor's approval or acceptance of the construction theretofore completed. The Investor's inspection and approval of the budget, the construction work, the improvements, or the workmanship and materials used in the improvements, shall impose no liability of any kind on the Investor, the sole obligation of the Investor as the result of such inspection and approval being to make the Project Advances if, and to the extent, required by this Agreement. Any disbursement made by the Investor without the Investor having received each of the items to which it is entitled under this Agreement shall not constitute breach or modification of this Agreement, nor shall any written amendment to this Agreement be required as a result.

To the extent that this Agreement confers upon or gives or grants to the City any rights, remedies, or claims by reason of this Agreement, the City is recognized as being a third party beneficiary hereunder and may enforce any such right, remedy, or claim conferred, govern, or granted hereunder.

Section 6.5. Notices. All notices, certificates, requests or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Parties, by notice given under this Agreement to the others, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 6.6. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the ESID contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the ESID, the Owner, or the Investor in other than his or her official capacity; and none of the members of the ESID Board, nor any official of the ESID, the Owner, or the Investor executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the ESID, the Owner, or the Investor contained in this Agreement.

Section 6.7. Binding Effect; Assignment; Estoppel Certificates. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties. Except as specifically provided below, this Agreement shall not be assigned by the any of the Parties except as may be necessary to enforce or secure payment of the Special Assessments.

Notwithstanding anything in this Agreement to the contrary, the Owner freely may sell the Property and the Project or any portion of the Property and the Project from time to time and may assign this Agreement to an arms-length, good faith purchaser of the Property but only after notice of such assignment is given to the Investor, and only upon (i) the execution and delivery to the Investor and the ESID of an "Assignment and Assumption of Energy Project Cooperative Agreement" in the form attached to, and incorporated into, this Agreement as Exhibit G; (ii) the execution and delivery to the Investor of an assignment of all construction contracts for the Project (subject to any prior assignments made to a Lender), and (iii) the payment by Owner of all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Owner Consent. Following any assignment by the Owner as described above, all obligations of the Owner contained in this Agreement and the Owner Consent shall be obligations of the assignee, and the assigning Owner shall be released of its obligations to a corresponding extent.

Notwithstanding anything in this Agreement to the contrary, the Investor shall have the unrestricted right at any time or from time to time, and without the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement, and may sell or assign any and all liens received directly or indirectly from the City to any Person (each, an "Investor Assignee"), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Investor shall deem necessary to effect the foregoing so long as such amendment does not materially adversely impact the Owner's rights and obligations under this Agreement. Any Investor Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Investor pursuant to the assignment documentation between the Investor and such Investor Assignee, and the Investor shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent. If, at any time, the Investor assigns any of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to an Investor Assignee, the Investor shall (i) give prompt notice of such assignment to the other Parties and (ii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel.

In addition, the Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Owner, to grant to one or more Persons (each, a "Participant") participating interests in Investor's obligation to make Project Advances under this

Agreement or to any or all of the loans held by Investor under this Agreement. In the event of any such grant by the Investor of a participating interest to a Participant, whether or not upon notice to the Owner, the Investor shall remain responsible for the performance of its obligations under this Agreement, and the Owner shall continue to deal solely and directly with the Investor in connection with the Investor's rights and obligations under this Agreement. The Owner agrees that the Investor may furnish any information concerning the Owner in its possession from time to time to prospective Investor Assignees and Participants.

This Agreement may be enforced only by the Parties, their permitted assignees, and others, who may, by law, stand in their respective places.

Any Party shall at any time and from time to time, upon not less than 30 days' prior written notice by the other party, execute, acknowledge and deliver to such party a statement in writing certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there has been any modification of this Agreement, that the same is in full force and effect as modified and stating the modification or modifications); (ii) to the best of such Party's actual knowledge (without any duty of inquiry) there are no continuing Events of Default (or, if there is a continuing Event of Default, stating the nature and extent of such Event of Default); (iii) that, to the best of such Party's actual knowledge (without any duty of inquiry) there are no outstanding damages or liability arising from an Event of Default (or, if there is any outstanding damages or liability, stating the nature and extent of such damages or liability); (iv) if such certificate is being delivered by the Owner, the dates to which the Special Assessments have been paid; and (v) if such certificate is being delivered by the Investor, the dates to which the Special Assessments have been paid to the Investor. It is expressly understood and agreed that any such certificate delivered pursuant to this Section 6.7 may be relied upon by any prospective assignee of the Owner or any prospective Investor Assignee.

Section 6.8. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by unanimous written agreement signed by each of the Parties materially affected by such proposed amendment, change, modification, alteration, or termination. For purposes of this Section, a materially affected Party is a Party with respect to which a material right or obligation under this Agreement is proposed to be amended, changed, modified, altered, or terminated. Any attempt to amend, change, modify, alter, or terminate this Agreement except by unanimous written agreement signed by all of the materially affected Parties or as otherwise provided in this Agreement shall be void.

Section 6.9. Execution Counterparts. This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such counterpart. Each Party agrees, and acknowledges that it is such Party's intent, that if such Party signs this agreement using an electronic signature, it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper.

Section 6.10. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 6.11. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed in their respective names, all as of the Closing Date.

CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC., as the ESID

By: _____

Name: _____

Title: _____

1000 Lake Holdings, LLC, an Ohio limited
liability company, as Owner

By: _____

Name: [Andrew B. Bastian]

Title: Member

PACE Equity LLC, a Wisconsin limited
liability company, as the Investor

By: _____

Name: _____

Title: _____

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following words have the following meanings:

“*Agreement*” means this Energy Project Cooperative Agreement, dated as of the Closing Date by and among the ESID, the Owner, and the Investor, as the same may be amended, modified, or supplemented from time to time in accordance with its terms.

“*Assignment Agreement*” has the meaning given to that term in the recitals to this Agreement.

“*City*” means the City of Medina, Ohio.

“*City Council*” means the City Council of the City.

“*Closing Date*” means the effective date of this Agreement set forth in the preamble of this Agreement.

“*Completion Date*” means the latest date on which substantial completion of the Project, in accordance with the Plans occurs, which date shall be established by the Completion Certificate attached to this Agreement as **Exhibit D**.

“*Control*” means, as such term is used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

“*County*” means the County of Medina, Ohio.

“*County Auditor*” means the Auditor of the County.

“*County Prosecutor*” means the Prosecuting Attorney of the County.

“*County Recorder*” means the Recorder of the County.

“*County Treasurer*” means the Treasurer of the County.

“*Default Interest Rate*” has the meaning given to that term in Section 4.9 of this Agreement.

“*Delinquency Amounts*” means any penalties or interest which may be due on or with respect to any installment of the Special Assessments and which are not paid or payable to any party (other than the Investor under this Agreement) under law.

“*Disbursement Agreement*” means the Disbursement Agreement dated as of Closing Date between the Owner and PACE Equity, LLC, a Wisconsin limited liability company, as the same may be amended, modified, or supplemented from time to time in accordance with its terms.

“*Disbursement Request Form*” means the form attached to this Agreement as **Exhibit C**, which form shall be submitted by the Owner in order to receive disbursements from the Project Account.

“*Disbursing Agent*” means CSB Bancorp, Inc. (dba The Commercial & Savings Bank).

“*ESID*” means the City of Medina Energy Special Improvement District, Inc., a nonprofit corporation and energy special improvement district organized under the laws of the State.

“*ESID Board*” means the Board of Directors of the ESID.

“*ESID Fee*” means the semi-annual fee due to the ESID from the Investor upon receipt of each installment of the Special Assessments from the City in the amount provided as the “Program Admin” fee for each installment in **Exhibit B**.

“*Governmental Authority*” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“*Insolvency Event*” has the meaning given to that term in Section 3.2(s).

“*Investor*” means PACE Equity LLC, a Wisconsin limited liability company duly organized and validly existing under the laws of the State of Wisconsin, together with any Investor Assignee.

“*Lender*” means, collectively, any Person which has loaned money to the Owner to pay or refinance the costs of acquiring, financing, refinancing, or improving the Property and which loan is secured by a mortgage interest in the Property, or any permitted successors or assigns of such Person.

“*Lender Loan Documents*” means, collectively, any loan agreement or loan agreements, mortgage or mortgages, and any other documents and instruments executed and delivered in connection with the a loan from a Lender, as they may be amended, modified, and supplemented from time to time under their terms.

“*Notice Address*” means:

- | | |
|---------------------|---|
| (a) As to the City: | City of Medina, Ohio
132 N. Elmwood Ave.
Medina, Ohio 44256
Attn. Mayor Shields |
| (b) As to the ESID: | City of Medina Energy
Special Improvement District
144 North Broadway Street, Suite 119
Medina, OH 44256 |

Attn: Bethany Dentler

(c) As to the Owner: 1000 Lake Holdings, LLC

(d) As to the Investor: PACE Equity LLC
555 E. Wells St., Suite 1510
Milwaukee, WI 53202
Attn: Pam Haack, SVP, Asset Management,
and Lisa Singhal, VP of Finance Operations

“*Owner*” means 1000 Lake Holdings, LLC duly organized and validly existing under the laws of the State of Ohio, and any permitted successors or assigns.

“*Owner Consent*” means the Owner Consent dated as of [___, 2026], by the Owner and recorded in the records of the County Recorder with respect to the Property.

“*PACE Counsel*” means Bricker Graydon Wyatt LLP, an Ohio limited liability partnership.

“*Parties*” means the ESID, the Owner, and the Investor.

“*Person*” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, political subdivisions, other legal entities, and natural persons.

“*Plan*” means the City of Medina Energy Special Improvement District, Inc. Program Plan adopted by the City Council, and any and all current and future supplemental plans approved by the ESID and the City.

“*Project*” means the special energy improvement project described in Petition with respect to the Property, for which Special Assessments are to be levied by the City, all in accordance with the Petition.

“*Project Account*” means the segregated account in the custody of the Investor for the benefit of the Owner which contains the Project Advance, and out of which disbursements may be made in accordance with Article IV of this Agreement.

“*Project Advance*” means the amount of immediately available funds to be transferred, set over, paid to, and held in the Project Account established pursuant to Section 4.1 of this Agreement for the benefit of the Owner.

“*Property*” means the fee simple and ground lessor interest in the real property subject to the Petition.

“Reasonable Dispatch” means on a schedule that is no more than four months behind the estimated completion date of the Project.

“Repayment Schedule” means the schedule attached to, and incorporated into, this Agreement as **Exhibit B**, which schedule establishes the dates and amounts for the repayment of the Project Advance by the Special Assessments paid by the Owner.

“Required Builder’s Risk Insurance Coverage” means at any time insurance coverage maintained with generally recognized, responsible insurance companies qualified to do business in the State in the minimum amount of the full replacement value of the Project and Project Site, insuring the Project against loss or damage during construction and containing loss deductible provisions not to exceed \$100,000, which insurance coverage shall name the Investor as lender loss payee.

“Required Business Interruption Insurance Coverage” means at all times after the Completion Date, business interruption and rent loss insurance maintained with generally recognized, responsible insurance companies qualified to do business in the State in a commercially reasonable minimum amount, which insurance coverage shall name the Investor as lender loss payee.

“Required Flood Insurance Coverage” means, as applicable, (i) if the Property or any part of the Property is identified by the United States Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards (including, without limitation, those areas designated as Zone A or Zone V), flood insurance in an amount equal to the lesser of: (a) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Project Advances if replacement cost coverage is not available for the type of building insured); or (b) such lesser amount as may be required by the Investor, and containing a loss deductible with respect not in excess of \$10,000 per occurrence; (ii) if upon the Completion Date the Property or any part of the Property is located in a Special Flood Hazard Area as identified by the Federal Emergency Management Agency, flood insurance in an amount equal to the maximum required amount under the terms of coverage, to compensate for any damage or loss on a replacement basis, and containing a loss deductible with respect not in excess of \$10,000 per occurrence; and (iii) earthquake insurance in amounts and in form and substance satisfactory to the Investor in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to this section shall be on terms consistent with the Required Public Liability Insurance Coverage.

“Required Insurance Coverage” means, collectively, the Required Builder’s Risk Insurance Coverage, the Required Business Interruption Insurance Coverage, the Required Flood Insurance Coverage (if any), the Required Property Insurance Coverage and the Required Public Liability Insurance Coverage, each of which, in addition to the requirements described in their respective definitions, (i) must provide for 10 days’ notice to the Investor in the event of cancellation or nonrenewal and (ii) must name as an additional insured (mortgagee/loss payee) the Investor and its successors and other assigns as their interests may appear.

“Required Property Insurance Coverage” means at any time insurance coverage evidenced on Acord 27 and maintained with generally recognized, responsible insurance companies qualified to do business in the State in the amount of (i) the then full replacement value of the Project and Property, insuring the Project against loss or damage by fire, windstorm, tornado and hail and extended coverage risks on a comprehensive all risk/special form insurance policy and containing loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as loss payee/mortgagee.

“Required Public Liability Insurance Coverage” means at any time commercial general accident and public liability insurance coverage evidenced on Acord 25 and maintained with generally recognized, responsible insurance companies qualified to do business in the State with coverage limits in the maximum amount of \$2,000,000 per occurrence for death or bodily injury and property damage liability combined, with loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as additional insureds.

“Special Assessment Act” means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws, Resolution No. [] approving the Petition and declaring the necessity of the Project, Ordinance No. [] determining to proceed with the Project, and Ordinance [] levying the Special Assessments adopted on [], 2026, all with respect to levying special assessments on real property within the ESID.

“Special Assessments” means the special assessments levied pursuant to the Special Assessment Act by the City with respect to the Project, a schedule of which is attached to, and incorporated into, the Petition.

“State” means the State of Ohio.

“Substantial Completion” means all portions of the Project have received a Certificate of Occupancy, Certificate of Substantial Completion or the equivalent (or, to the extent final certificates of occupancy are not available, the approval by the local governmental authorities with respect to the Project that allows for occupancy and operation of the Project), which may be subject to de minimis punchlist items.

“Transaction Documents” means this Agreement, the Petition, the Owner Consent, or any other document executed in connection therewith or required thereby.

EXHIBIT B
REPAYMENT SCHEDULE

[To Be Added]

EXHIBIT C

DISBURSEMENT REQUEST FORM

[See Attached]

Request No. _____

Date: _____

Amount Requested \$ _____

To: PACE Equity LLC

Under the Disbursement Agreement dated as of [____, 2026] (the "**Disbursement Agreement**") by and between **1000 Lake Holdings, LLC**, an Ohio limited liability company ("**Property Owner**"), and **PACE Equity LLC**, a Wisconsin limited liability company, the undersigned hereby requests the disbursement of construction funds from the Depository Agent in accordance with this request, and hereby certifies as follows:

1. All capitalized terms in this request, unless otherwise defined herein, have the meanings specified in the Disbursement Agreement.
2. The amounts requested either have been paid by the Property Owner, or are justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names are stated on Attachment I hereto and whose invoices are attached hereto) in accordance with the invoice(s) attached hereto who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the PACE Improvements and pursuant to the PACE Scope of Work (as those terms are defined in the Disbursement Agreement).
3. Lien waivers or releases (conditioned only upon receipt of payment) executed by all parties receiving payment directly from the draw request are attached hereto.
4. Attached hereto is a completed AIA Document G702 or equivalent document, signed by the General Contractor for the Project and a list of the applicable payees if payment will be made to an entity or entities other than the General Contractor.
5. Attached hereto is a certification by the Architect certifying that work has been completed and materials are in place as indicated by the request for payment of the General Contractor.
6. Each disbursement to the payees listed hereunder shall constitute a representation and warranty by the Property Owner, as of the date that such disbursement is made, that the conditions contained in Section 7 and Section 8 (if applicable) of the Disbursement Agreement and any other requirements of the PACE Agreements have been satisfied.

7. The current projected completion date of the project is: [_____].

By: _____

Printed Name: _____

Title: _____

**ATTACHMENT I
TO APPLICATION FOR PAYMENT**

SCHEDULE OF PAYMENTS REQUESTED

(Payments to be made in accordance with instructions on invoice attached hereto)

Payee Name	Description	Amount Requested	Payment Directions

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

1000 Lake Holdings, LLC, an Ohio limited liability company (the **Owner**) hereby certifies that the Project, as such term is defined in the Energy Project Cooperative Agreement entered into by and between the Owner, the City of Medina Energy Special Improvement District, Inc., and PACE Equity LLC (the **Investor**) dated as of [____, 2026] (the **Agreement**) has been completed at 1000 Lake Road, Medina, Ohio 44256 (the **Property**) in strict compliance with the requirements of the Agreement.

Note: Capitalized terms used but not defined in this Completion Certificate have the meaning assigned to them in the Agreement to which a form of this Completion Certificate is attached and of which it forms a part.

THE OWNER HEREBY CERTIFIES:

- (a) That the acquisition, construction, equipping, installation, and improvement of the Project was substantially completed on _____ in accordance with the construction contract, and the Owner has no unresolved complaints regarding the work;
- (b) The Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget for the Project approved by the Investor;
- (c) Owner has complied, and will continue to comply with all applicable statutes, regulations, and resolutions or ordinances in connection with the Property and the construction of the Project;
- (d) the Owner holds fee ownership of the Property;
- (e) the general contractor for the project has not offered the Owner any payment, refund, or any commission in return for completing Project; and
- (f) all funds provided to the Owner by the Investor for the Project have been used in accordance with the Agreement.

[Balance of Page Intentionally Left Blank]

NOTICE: DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

1000 Lake Holdings, LLC, an Ohio Limited Liability Company,
as Owner

By: _____

Name: [Andrew B. Bastian]

Title: Member

EXHIBIT E
CLOSING COSTS DETAIL

Pursuant to Section 4.2 of the foregoing Energy Project Cooperative Agreement, the Investor, on the Closing Date, shall disburse to the ESID or to the respective payee set forth below, the following closing costs:

EXHIBIT F
CONSENT OF MORTGAGEE

[To Be Attached]

EXHIBIT G

**FORM OF ASSIGNMENT AND ASSUMPTION OF ENERGY PROJECT
COOPERATIVE AGREEMENT**

ASSIGNMENT AND ASSUMPTION
OF
ENERGY PROJECT COOPERATIVE AGREEMENT

_____ (“Assignor”), in consideration of the sum of \$ _____ in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor’s execution of this Assignment and Assumption of Energy Project Cooperative Agreement (“Assignment”), assigns, transfers, sets over, and conveys to _____ (“Assignee”) all of Assignor’s right, title, and interest in and to that certain Energy Project Cooperative Agreement dated as of _____, 20__ between the City of Medina Energy Special Improvement District, Inc. (the “ESID”), Assignor, and PACE Equity LLC, (the “Energy Project Cooperative Agreement”).

By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under, the Energy Project Cooperative Agreement. Assignee further represents and warrants that it has taken title to the “Property,” as that term is defined in the Energy Project Cooperative Agreement subject to the “Owner Consent” dated as of _____, 20__ by 1000 Lake Holdings, LLC and recorded in the records of the Medina County Recorder with respect to the Property. By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under the Owner Consent.

Assignor and Assignee acknowledge and agree that executed copies of this Assignment shall be delivered to the City, the Investor, and the ESID, as each of those terms are defined in the Energy Project Cooperative Agreement, all in accordance with Sections 3.4(a) and 6.7 of the Energy Project Cooperative Agreement

In witness of their intent to be bound by this Assignment, each of Assignor and Assignee have executed this Assignment this _____ day of _____, _____, which Assignment is effective this date. This Assignment may be executed in any number of counterparts, which when taken together shall be deemed one agreement.

[Signature Pages Follow]

ASSIGNOR:

[_____]

By: _____

Name: _____

Title: _____

ASSIGNEE:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT H

INVESTOR ACCOUNT AND PAYMENT INFORMATION

[To Be Provided Separately in the Following Format]

Bank Name: [BANK NAME]
[BANK ADDRESS]

ABA: [NUMBER]
Beneficiary Name
[Address]
[Address]
Beneficiary Account: [NUMBER]

Reference: [NUMBER]

Contact: [Information]

If sending by check, please make checks payable to: [NAME/REFERENCE] and mail to:

[BANK NAME]
[ADDRESS]
[ADDRESS]
Attention: [NAME]

OWNER CONSENT
(Affidavit of Facts Relating to Title Made Pursuant to O.R.C. §5301.252)

The undersigned, [Andrew B. Bastian], having been duly cautioned and sworn, deposes and states as follows:

The undersigned is the sole Member of 1000 Lake Holdings, LLC, an Ohio limited liability company (the "Owner").

The Owner acquired fee ownership of approximately [19.963] acres of land located in the city of Medina, Ohio, which is more particularly described in Exhibit 1 attached hereto and made a part hereof (the "Property") pursuant to a certain deed identified as Instrument Number 2018OR004504, as filed in the permanent land records of the Medina County Recorder (the "Recorder") on March 6, 2018, and as described more particularly in the legal description attached hereto as Exhibit 1.

This Owner Consent, dated as of [DATE], is given by the Owner pursuant to the Energy Project Cooperative Agreement dated as of [_____, 2026] (the "Agreement") by and among the City of Medina, Ohio (the "City"), the City of Medina Energy Special Improvement District, Inc. ("District"), PACE Equity LLC, (together with its permitted successors and assigns under the Agreement, the "Investor") and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Owner covenants and agrees that so long as the Project Advance remains outstanding, except as the covenant may be released by the District, the City, and the Investor, as applicable, in writing, the certain covenants with respect to the billing, payment, collection, and transfer of the Special Assessments set forth in Section 2.4 of the Agreement shall be covenants on and running with, and shall be binding upon, the Assessed Lands, the Owner, and all future owners of the Assessed Lands. Any release, modification or waiver of the covenants running with the land by the District, the City, or the Investor, as applicable, shall be filed of record with the Medina County, Ohio Recorder's Office. The Owner agrees that this Owner Consent shall be recorded with the Medina County, Ohio Recorder's Office and the Owner covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the covenants with respect to the billing, payment, collection, and transfer of the Special Assessments are covenants on and running with the Assessed Lands and are binding on the Owner and any and all future owners of all or any portion of the Assessed Lands.

Pursuant to a Petition for Creation of Energy Special Improvement District and for Special Assessments for Special Energy Improvement Projects and Affidavit submitted by the Owner (the "Petition") and Ordinance No. [] passed by the City Council of the City (the "City Council") on [], 2026 (the "Assessment Legislation"), the City Council levied a list of maximum Special Assessments on the Assessed Lands in the aggregate amount of \$[3,761,083.82], but provided that the final aggregate amount of the Special Assessments could be less than such aggregate amount of \$[] if the final rate of interest with respect to the repayment of the Project Advance were less than the assumed maximum rate of interest of approximately []%. The City further certified to the County Auditor for placement on the tax list and duplicate and collection with and in the same manner as real property taxes the list of Special Assessments attached to the Assessment Legislation. Because the final rate of interest with respect to the repayment of the Project Advance is []%, the maximum aggregate amount of Special Assessments necessary to repay the Project Advance is \$[]. Pursuant to the Agreement, the Assessment Legislation, and the Petition, the City shall certify the final schedule attached hereto as Exhibit 2 to the County Auditor for collection.

Anything in this Owner Consent to the contrary notwithstanding, this Owner Consent shall in no way be construed as a waiver by the Owner of its statutory right of redemption, including the full applicable redemption period.

(Signature Page Immediately Follows)

Further affiant sayeth naught.

“OWNER”

1000 LAKE HOLDINGS, LLC

By: _____

Name: [Andrew B. Bastian]

Title: Member

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [Andrew B. Bastian], Member of 1000 Lake Holdings, LLC, who acknowledged that such officer did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said company.

The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

Notary Public

This instrument was prepared by:

Colin J. Kalvas, Esq.
Bricker Graydon Wyatt LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT 1

DESCRIPTION OF ASSESSED LANDS

The Assessed Lands subject to this Owner Consent and owned by 1000 Lake Holdings, LLC, an Ohio limited liability company is located on 1000 Lake Road, Medina, Ohio 44256 in the City of Medina, Ohio with Media County Permanent Parcel Number 028-19C-17-042 and is more particularly described as follows:

Situated in the City of Medina, County of Medina, State of Ohio and known as being the whole of Medina City Lot 2489, being further bounded and described as follows:

Beginning at the southwest corner of Medina City Lot 2488, said point being in the east line of Lake Road (60 feet wide) and being the principal place of beginning of the parcel described herein; Thence South 88 degrees, 51' 11" East, 1449.09 feet along the south line of said lot 2488 to the southeast corner thereof, said point being in the corporation line of Medina City; thence South 01 degrees 43' 07" West, 600.00 feet along said corporation line to the northeast corner of Medina City Lot 2490; thence North 88 degrees 51' 11" West, 1449.42 feet along the north line of said lot 2490 to the northwest corner thereof, said point being in the east line of Lake Road; thence North 01 degrees 45' 00" East, 600.00 feet along the east line of Lake Road to the principal place of beginning, as surveyed in January, 1994 by Thomas A. Cunningham, Registered Surveyor No. 5274.

EXHIBIT 2

SCHEDULE OF SPECIAL ASSESSMENTS

The following is a schedule of special assessments levied against the Property, as described above. The dates listed in the following schedule for the payment of special assessments are subject to adjustment by the county auditor of the county in which the Property is located under certain conditions, as provided in Ohio Revised Code Chapter 323. Pursuant to Ohio Revised Code Section 727.36, the county auditor of the county in which the Property is located may charge and collect a fee in addition to the amounts listed in the following schedule.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
First Half 2028	\$108,903.18
Second Half 2028	\$108,903.18
First Half 2029	\$108,903.18
Second Half 2029	\$108,903.18
First Half 2030	\$108,903.18
Second Half 2030	\$108,903.18
First Half 2031	\$108,903.18
Second Half 2031	\$108,903.18
First Half 2032	\$108,903.18
Second Half 2032	\$108,903.18
First Half 2033	\$108,903.18
Second Half 2033	\$108,903.18
First Half 2034	\$108,903.18
Second Half 2034	\$108,903.18
First Half 2035	\$108,903.18
Second Half 2035	\$108,903.18
First Half 2036	\$108,903.18
Second Half 2036	\$108,903.18
First Half 2037	\$108,903.18
Second Half 2037	\$108,903.18
First Half 2038	\$108,903.18
Second Half 2038	\$108,903.18
First Half 2039	\$108,903.18
Second Half 2039	\$108,903.18
First Half 2040	\$108,903.18

¹ Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified herein are subject to adjustment under certain conditions.

² Pursuant to Ohio Revised Code Section 727.36, the Medina County Auditor may charge and collect a fee in addition to the amounts listed in this Exhibit 2.

Special Assessment Payment Date ¹	Total Special Assessment Installment Amount ²
Second Half 2040	\$108,903.18
First Half 2041	\$108,903.18
Second Half 2041	\$108,903.18
First Half 2042	\$108,903.18
Second Half 2042	\$108,903.18
First Half 2043	\$108,903.18
Second Half 2043	\$108,903.18
First Half 2044	\$108,903.18
Second Half 2044	\$108,903.18
First Half 2045	\$108,903.18
Second Half 2045	\$108,903.18
First Half 2046	\$108,903.18
Second Half 2046	\$108,903.18

REQUEST FOR COUNCIL ACTIONNO. RCA 26-184-9/14

FROM: Patrick Patton

DATE: September 8, 2026

COMMITTEE

REFERRAL:

Finance

SUBJECT: Medina Municipal Courthouse Change Order #04

With regards to the above captioned project, I request Council to approve Change Order #04 and modify Ruhlin's contract accordingly. Change Order #04 consists of the following:

PCO #	Description	Cost
PCO-60	Signage Revisions	\$22,415
PCO-85	Court Requested Technology Upgrades – AV upgrades	\$145,591
TOTAL		\$168,006

These costs have been reviewed and approved by the architect (Brandstetter Carroll).

Please note, because of the allowances and contingencies built into the existing agreements, the existing approved agreements authorized by Council include sufficient funds without having to appropriate any additional funds. Approving this change order will not require increasing the contract amount. Please see summary, below:

Expenditures (including this change order):

- Through 7/30/2026: \$11,001,351
- Balance to Finish \$ 285,306 (includes CO #04 costs)
- Anticipated Final Cost: \$11,286,657

Amount Authorized by Council to Date

- Total Authorized by Council: \$11,479,415

Difference between Amount Authorized by Council and Anticipated Final Cost:

- Difference: \$ 192,758

Thank you for your consideration.

ESTIMATED COST: \$168,006 (already appropriated)

SUGGESTED FUNDING: Existing allocations in General Purpose Capital and Court Special

Sufficient Funds in Account Number: 301-0716-54412 (\$84,003) and 169-0716-54412 (\$84,003)

Transfer Needed from: To:

Emergency Clause Requested: No

Reason: .

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:

Date:



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Medina Municipal Court Renovations

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 14, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: August 11, 2026

OWNER: *(Name and address)*
City of Medina
132 North Elmwood Avenue
Medina, OH 44258

ARCHITECT: *(Name and address)*
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: *(Name and address)*
The Ruhlin Company
6931 Ridge Road
Sharou Center, OH 44274

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR17 Signage Revisions

PR19 Technology/AV Court Annotation and Microphone Muting

The original Contract Sum was	\$ 10,382,775.00
The net change by previously authorized Change Orders	\$ 808,255.00
The Contract Sum prior to this Change Order was	\$ 11,191,030.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 168,006.00
The new Contract Sum including this Change Order will be	\$ 11,359,036.00

The Contract Time will be increased by Fifteen (15) days.
The new date of Substantial Completion will be May 18, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.



ARCHITECT *(Signature)*

Nancy K. Horvath, vice president

(Printed name, title, and license number if required)

8/11/2026

Date

CONTRACTOR *(Signature)*

(Printed name and title)

Date

OWNER *(Signature)*

(Printed name and title)

Date

Change Order Form

State of Ohio Standard Forms and Documents

Project Name and Location Medina Municipal Courthouse Renovation		Contract Number - -	
		Project Number	Phase
Contract Type		Modification No.	OCO #4 - -
Contractor / CM / DB / ESCO Name The Ruhlin Company		Sequence No.	Phase
		Description	PR 17 and 19
Basis of Change Order		Funding Information	
☐ Error / Omission	☐ Value Engineering	State Funds	\$0.00
☒ Owner Request	☐ Differing Site Condition	Local Funds	\$0.00
☐ Code Directive	☐ Field Resolution	Other Funds (LFI)	\$0.00
☐ Other			
Adjustment of the Contract Times		Adjustment to the Contract Sum	
Contract Days Changed	0	Change Order Amount	\$168,006.00
Revised Completion Date		Revised Contract Sum	\$0.00

Description (attach Change Order Summary and Detail forms and additional pages as necessary)

Court requested changes to existing signage, quote marked up per BCI. Changed signage at interior rooms, added signage, changed 41 interior signs. Removal & replace dimensional signs at top of hall in 3 locations. Lake Erie Elect Low Voltage/Technology changes to existing court technology system to add court annotation system with added computers, cabling and repogramming. Additional microphone muting. Full scope based on meetings and discussion. No plans or specifications with this package. Technology adds: \$119,317. Signage changes: \$9,960. Patching & painting: \$8,410. Ruhlin staffing, overhead, general conditions: \$30,319

Justification (attach additional pages as necessary)

Changes requested by Court staff.

This Change Order provides full and complete satisfaction for all adjustments of the Contract Sum, Contract Times, or both, for the described changes and shall not serve as the basis for a cumulative impact Claim.

Architect/Engineer / Criteria A/E Recommendation		Owner 1 Acceptance	
Name _____		Name _____	
Signature _____	Date _____	Signature _____	Date _____
CM Adviser / Owner Agent Recommendation (if any)		Owner 2 Acceptance (if applicable)	
Name _____		Name _____	
Signature _____	Date _____	Signature _____	Date _____
Contractor / CM at Risk / Design-Builder / ESCO Approval		Contracting Authority Approval	
Name Mike Schumaker		Name _____	
Signature _____	Date _____	Signature _____	Date _____

Proposal Worksheet Summary Form (Contractor)
State of Ohio Standard Forms and Documents

Project Name and Location Medina Municipal Courthouse Renovation		Contract Number 000-0000-000 - 000-0000-000	
Contract Type CMR		Modification No. 0 - 0 -	
Contractor Name The Ruhlin Company		Description OCO #4 - PR17 Signage Updates & PR19 Court Annotation & Mic Muting	

Labor	Subcontracts	Prime Contract	Subtotal
B. Personnel Costs (on-Site management, supervision, and administrative personnel not subject to prevailing wages)		\$16,000	<i>Ruhlin staff, PM & supervision, 5 weeks</i>
F. Overhead & Profit on Subcontractors	\$6,884		
G. Contractor's Fee ((B+C+D+E+F) x 5.00%)		\$0	
Q. Miscellaneous			
1) Premium portion of approved overtime	0.00	0.00	
Labor (B+C+D+E+F+G+Q1)	\$6,884	\$16,000	\$22,884

Material	Subcontracts	Prime Contract	Subtotal
H. Equipment Rentals (attach itemized quotes or invoices)	0.00	0.00	
L. General Conditions Costs			
1. Performance and Payment Bond premium	0.65%	\$805	
2. Subcontractor Default Insurance (if any)			
3. Builder's Risk Insurance premium (if any)	1.75%	\$2,410	
4. Other General Conditions Costs	0.00	0	
M. Subcontractor Costs	\$137,687		
PCO 85 - PR 19 Court Tech Add: Annotation & Microphone Muting	\$119,317		
PCO 60 - PR 17 Ellet Sign Changes per BCI Markup	\$9,960		
PCO 60 - PR 17 Yerman Patch & Paint after existing signs removed	\$8,410		
Re-cleaning after work to be billed against remaining contingency	\$0		
N. Contractor's Fee ((H+I+J+K+L+M) x 3.00%)		\$4,131	
Q. Miscellaneous			
2) Sales and Use Tax (see GC Section 12.7.2)	0.00	0.00	
Subcontract Total(H+I+J+K+L+M+N+Q2)	\$137,687	\$7,435	\$145,122

Total			
-------	--	--	--

Total Change Order Amount (B+C+D+E+F+G+H+I+J+K+L+M+N+Q) = **\$168,006**