

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

September 28, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (September 14, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 146-26, Res. 147-26, Ord. 148-26, Ord. 149-26, Ord. 150-26, Ord. 151-26, Ord. 152-26, Ord. 153-26, Ord. 154-26

Ord. 146-26

An Ordinance authorizing the increase of the expenditure to Roetzel & Andress for the Law Department.
(emergency clause requested)

Res. 147-26

A Resolution authorizing the application and accept funding through the Ohio Department of Natural Resources' Land and Water Conservation Fund (LWCF) to offset costs to reconstruct JUMP Playground at Memorial Park.

Ord. 148-26

An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the SR 3 & SR 57 Resurfacing Project.

Ord. 149-26

An Ordinance authorizing the donation of \$2,000.00 to Farmers & Hunters Feeding the Hungry for the year 2026.

Ord. 150-26

An Ordinance authorizing the Mayor to approve Change Order #04 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

Ord. 151-26

An Ordinance authorizing 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.

Ord. 152-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the construction of Columbarium Wall Phases 4-10 at Spring Grove Cemetery.

Ord. 153-26

An Ordinance authorizing the expenditure of \$25,000.00 to Main Street Medina for enhanced public decorations for the 2026 holiday season.
(emergency clause requested)

Ord. 154-26

An Ordinance authorizing an Expenditure to Fechko Excavating for emergency excavation and dewatering on the Granger Road Water Line Project.
(emergency clause requested)

Council comments:

Adjournment.

MEDINA CITY COUNCIL
Monday September 14, 2026

Call to Order:

Medina City Council met in regular session on Monday, September 14, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by President of Council John Coyne III, who led in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

Also present were the following members of the Administration: Mayor Shields, Keith Dirham, Patrick Patton, Greg Huber, Lt. Wagner, Cindy Lastuka, Nino Piccoli, Chief Walters, Kimberly Marshall, Jansen Wehrley, Andrew Dutton and Matt Tomek.

Reading of Minutes:

Ms. Haire moved that the minutes from the meeting on Monday, August 24, 2026, as prepared and submitted by the Clerk be approved, seconded by Mr. Simpson. The roll was called and the motion was approved by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated they met prior to council this evening and will meet again in 2 weeks.

Public Properties Committee: Ms. Haire had no report but will be scheduling a meeting to tour the Spring Grove Cemetery specifically the site of the columbarium wall project.

Health, Safety & Sanitation Committee: Mr. Simpson had no report.

Special Legislation Committee: Ms. DiSalvo had no report.

Streets & Sidewalks Committee: Mr. Isabella had no report.

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

Emerging Technologies Committee: Mr. Lamb held meeting with discussion on City website.

Requests for Council Action:

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

Reports of Municipal Officers:

Mayor Shields reported the following:

Fenn Elementary Time Capsule Fenn Elementary students and staff recently opened a 1976-time capsule, discovering artifacts that provide a glimpse into student life from 50 years ago. Selected items are now on display at City Hall, offering the community a unique connection to the school's history.

25th Anniversary of 9/11 Commemoration The City of Medina and Medina Rotary Club hosted a 9/11 remembrance ceremony at the memorial beside Fire Station #1. Thanks were extended to the Fire Department and Parks Department for their support. Featured speakers, United Airlines Captain Casey Keibler and Fire Chief Larry Walters, delivered moving remarks honoring those affected by September 11. Medina remains committed to remembering and honoring the victims and heroes of that day.

Tunnel to Towers Run Medina proudly hosted the 13th annual Tunnel to Towers Run on September 13. The event honors the lives lost on September 11, first responders, veterans, and firefighter Stephen Siller. The foundation has provided extensive support to veterans and first responders nationwide through mortgage-free homes and housing assistance. Appreciation was expressed to race director Mark Phillips and the many volunteers who make the event possible each year.

Medina Municipal Court Move

Final day in the current courthouse (1982 building): September 16, 2026

Move to the new facility begins: September 17, 2026

Ribbon-cutting ceremony at the new courthouse, 93 Public Square: 10:00 a.m., September 25, 2026. New courthouse opens to the public: September 28, 2026

Keith Dirham, Finance Director, mentioned Ohio Supreme Court case involving initiative referendum petitions and the number of signatures required. The number is the lower number, 10% of the number of voters in the last initiative in the municipal election for municipal petition now. We sent a substantial memo to the County Budget Commission when we sent our tax budget in. They had a meeting to discuss that, but Keith was not in attendance as he was not informed but will be at the next meeting on September 24th.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, had no report.

Lt. Wagner, Police Department, Informed the public that Ohio Bow Season starts September 26th this year and they have issued 23 hunting permits with 3 additional being permitted on Wednesday.

Cindy Lastuka, Municipal Court, stated court will be closed starting September 17th for the move, and they are all very excited, nervous and anxious to get over there as it has been a long wait for all of them. Cindy thanked Tracy Eckert for helping them do a ribbon cutting.

Nino Piccoli, Service Director, spoke about the annual auction scheduled for October 17th at the City Garage located 781 West Smith Rd.

Patrick Patton, City Engineer, stated crews will be returning to the US 42 resurfacing program this week from Liberty to Lafayette. The 2026 Concrete Street Repair Program will start this week.

Chief Walters, Fire Department, stated yesterday afternoon at 1:04 p.m. the department was dispatched for a residential fire in the city and arrived 4 minutes later at 1:08 p.m. and had water on that fire less than 1 minute later. Their efforts saved the occupants' home and all of their belongings as the fire was contained to the garage.

Andrew Dutton, Community Development Director, the Building Department will be implementing a new online permitting system for all building permits and beginning on October 1st, building permit applications will only be accepted online.

Jansen Wehrley, Parks, Forestry, Cemetery and Recreation Director, expanded on the deer management program informing all that the utility billing notification went out to residents in the September due bills and that was information on how to access the city website as well as sign up for notifications and carcass pickups. As of today, there are 131 people that signed up for notifications.

Dan Gladish, Building Director, was not in attendance.

Notices, communications and petitions

Liquor Permit:

Not to object to the issuance of a NEW D-1 permit to Courthouse Pizzeria LLC, 2 Public Square, Medina. Ms. Haire moved not to object, seconded by Mr. Simpson. The roll was called and the motion passed with the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Unfinished Business

There is none.

Introduction of visitors

Karen Thorne resides at 3677 Falcon Ridge Dr. – represents the Medina Mavins a nonpartisan group of Medina County residents focused on civic engagement and informed dialog. Shared two upcoming events being held at the Medina Library.

1) Voter Information Fair and Candidate Forum – Thurs. Sept. 17th 5:30-8:30 p.m.

All candidates appearing on the ballot for Medina County voters have been invited to participate in the candidate forum and more than half have accepted.

2) Reconnecting Across Political Differences – in person workshop facilitated by Graver Angel a national organization – Tues. Sept. 29th 6 – 8 p.m. at the Medina Library.

Introduction and consideration of ordinances and resolutions.

Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simpson: Res. 133-26, Ord. 134-26, Res. 135-26, Res. 136-26, Ord. 137-26, Ord. 138-26, Res. 139-26, Ord. 140-26, Ord. 141-26, Ord. 142-26, Res. 143-26, Ord. 144-26, Ord. 145-26. The roll was called and motion passed with the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

Res. 133-26

A Resolution authorizing the Mayor to file an Application for Grant Assistance from the 2026 Edward Byrne Memorial Justice Assistance Grant (JAG), for the Police Department.

Ms. Haire moved for the adoption of Ordinance/Resolution No. 133-26, seconded by Mr. Simpson. Lt. Wagner stated the amount being requested is \$46,357.60 if awarded the funds will support the department's replacement and upgrade for the current taser inventory which is nearly end of life. The roll was called and Ordinance/Resolution No. 133-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 134-26

An Ordinance authorizing the Mayor to advertise for the auction, sale or disposal of City equipment and vehicles no longer used. Ms. Haire moved for the adoption of Ordinance/Resolution No. 134-26, seconded by Mr. Simpson. This auction is planned for October 17th at the City Garage. The roll was called and Ordinance/Resolution No. 134-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons.

Res. 135-26

A Resolution accepting the grant award from the Ohio Department of Mental Health & Addiction Services Specialized Docket Subsidy Project Funding Grant for the Medina Municipal Court Veteran's Treatment Court. Ms. Haire moved for the adoption of Ordinance/Resolution No. 135-26, seconded by Mr. Simpson. Cindy Lastuka stated the Veterans Treatment Court received another \$75,000 for the grant cycle for July 1st to next year of June 30th, 2027. The roll was called and Ordinance/Resolution No. 135-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Res. 136-26

A Resolution declaring March 6, 2027, as Random Acts of Kindness Day in the City of Medina, Ohio. Ms. Haire moved for the adoption of Ordinance/Resolution No. 136-26, seconded by Mr. Simpson. Mayor was approached and asked if the administration and council would sign on to this Random Acts of Kindness Day for March 6th, 2027. The roll was called and Ordinance/Resolution No. 136-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

Ord. 137-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the South Elmwood Avenue Parking Lot Reconstruction. Ms. Haire moved for the adoption of Ordinance/Resolution No. 137-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to

Ordinance/Resolution No. 137-26, seconded by Mr. Simpson. Mr. Patton stated they are asking for the emergency clause as they would like to move forward with this as soon as possible. The roll was called on adding the emergency clause and was approved by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 137-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Ord. 138-26

An Ordinance repealing Ordinance No. 98-26, passed June 9, 2026, and Adopting the New Planning and Zoning Code Fee Schedule for the City of Medina, Ohio. Ms. Haire moved for the adoption of Ordinance/Resolution No. 138-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 138-26, seconded by Mr. Simpson. Mr. Dutton stated this ordinance will correct some errors. The roll was called on adding the emergency clause and was approved by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella. The roll was called and Ordinance/Resolution No. 138-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Res. 139-26

A Resolution accepting the donation of \$20,000 from Murray and Susan VanEpp to assist the City of Medina with the redesign and reconstruction of the JUMP Playground. Ms. Haire moved for the adoption of Ordinance/Resolution No. 139-26, seconded by Mr. Simpson. Mr. Wehrley stated this donation is the first installment of \$40,000 that the VanEpps pledge to reconstruct JUMP playground. Jansen thanked the VanEpps and their continued support to the city. Dennie Simpson echoed what Jansen said and is very grateful. The roll was called and Ordinance/Resolution No. 139-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons

Ord. 140-26

An Ordinance authorizing the Mayor to solicit Requests for Qualifications (RFQ's) from qualified design-build contractors for the replacement of the JUMP Playground at Memorial Park. Ms. Haire moved for the adoption of Ordinance/Resolution No. 140-26, seconded by Mr. Simpson. Jansen stated this is the first step to rebuild JUMP playground. Looking to find qualified design build contractors for a site-built playground to resemble the fort theme the current playground has. The roll was called and Ordinance/Resolution No. 140-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Ord. 141-26

An Ordinance authorizing the increase of the expenditure to HSH Excavating for the Service Department. Ms. Haire moved for the adoption of Ordinance/Resolution No. 141-26, seconded by Mr. Simpson. Mr. Piccoli stated a recent rain event resulted in a 36-inch storm sewer pipe collapsing behind Halifax in an easement the city has and had to call in a contractor for this emergency. Asking to increase the P.O. by \$18,000 to cover the expenditures for the contractor and the emergency clause is to pay the contractor. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 141-26, seconded by Mr. Simpson. The roll was called on

adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 141-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 142-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Ms. Haire moved for the adoption of Ordinance/Resolution No. 142-26, seconded by Mr. Simpson. Mr. Dirham stated this is a couple of pass throughs and a number of minor adjustments to various lines. The roll was called and Ordinance/Resolution No. 142-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Res. 143-26

A Resolution approving a Petition for Special Assessments for Special Energy Improvement Projects and a Supplemental Plan or 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. Ms. Haire moved for the adoption of Ordinance/Resolution No. 143-26, seconded by Mr. Simpson. Ms. Marshall stated this is for special assessments for energy efficiency improvement projects of white LED lighting and roofing at Spray Products at 1000 Lake Rd., also improves supplemental plan. The roll was called and Ordinance/Resolution No. 143-26 passed by the yea votes C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 144-26

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. Ms. Haire moved for the adoption of Ordinance/Resolution No. 144-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 144-26, seconded by Mr. Simpson. Ms. Marshall stated this is to authorize them to proceed with those special improvements. Emergency is so they can try to get under construction quickly. The roll was called on adding the emergency clause and was approved by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons. The roll was called and Ordinance/Resolution No. 144-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

Ord. 145-26

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. Ms. Haire moved for the adoption of Ordinance/Resolution No. 145-26, seconded by Mr. Simpson. Ms. Haire moved that the emergency clause be added to Ordinance/Resolution No. 145-26, seconded by Mr. Simpson. Kimberly stated this is the final ordinance of this project.

Emergency is so the company can get started on the project. The roll was called on adding the emergency clause and was approved by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne. The roll was called and Ordinance/Resolution No. 145-26 passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Council Comments:

Mr. Simpson – spoke about 911 and the 25 -year remembrance and thanked everyone.
Be kind at all times.

Ms. Haire – Political sign season has started, do your homework on who is running for office.
Early voting begins October 6th at the Board of Elections.

Mr. Simmons – Spirits of the Past – great job at every station.
Friends of the Cemetery – photo contest
Voter Information Fair – Medina Library on Thursday, September 17th 5:30pm.

Mr. Lamb – Courthouse – some history behind it.

Mr. Isabella – Thanked residents that attended Ward 3 & Ward 4 meeting.

Ms. DiSalvo – spoke on 911
Wished students a safe and happy Homecoming.

There being no further business, the meeting adjourned at 8:09 p.m.

Kathy Patton, Clerk of Council

John Coyne III, President of Council

ORDINANCE NO. 146-26

**AN ORDINANCE AUTHORIZING THE INCREASE OF THE
EXPENDITURE TO ROETZEL & ANDRESS FOR THE LAW
DEPARTMENT AND DECLARING AN EMERGENCY.**

WHEREAS: The Law Department has requested to increase Purchase Order #2026-0896 from \$20,000.00 to \$45,000.00 for pending litigation matters which requires the Council's approval.

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

- SEC. 1:** That the increase to Purchase Order #2026-0896 from \$20,000.00 to \$45,000.00 is hereby authorized for the Law Department to cover expenses for pending litigation.
- SEC. 2:** That the funds to cover this expenditure in the amount of \$25,000.00 are available in Account No. 001-0704-52225.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the vendor is awaiting payment; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 147-26

**A RESOLUTION AUTHORIZING THE APPLICATION AND
ACCEPT FUNDING THROUGH THE OHIO DEPARTMENT
OF NATURAL RESOURCES' LAND AND WATER
CONSERVATION FUND (LWCF) TO OFFSET COSTS TO
RECONSTRUCT JUMP PLAYGROUND AT MEMORIAL
PARK.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application and accept funding through the Ohio Department of Natural Resources' Land and Water Conservation Fund (LWCF) to offset costs to reconstruct JUMP Playground at Memorial Park.
- SEC. 2:** That if the Grant is awarded, the Mayor is authorized to accept the grant and enter into an agreement for the implementation and administration of the grant.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 148-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE SR 3 & SR 57 RESURFACING PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the SR 3 & SR 57 Resurfacing Project, Job #1176.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

Agreement Number: 42350

PID Number: 114935

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

SAM Unique Entity ID: F88KMZKNCXD3

ORD. 148.26
EXH. A

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **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: <i>JAMES A SHIELDS</i>	By:
Title: <i>Mayor, City of Medina</i>	Pamela Boratyn Director
Date:	Date:

ORDINANCE NO. 149-26

AN ORDINANCE AUTHORIZING THE DONATION OF \$2,000.00 TO FARMERS & HUNTERS FEEDING THE HUNGRY FOR THE YEAR 2026.

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

- SEC. 1:** That the expenditure of \$2,000.00 to Farmers & Hunters Feeding the Hungry, a 501(c)(3) organization, is hereby authorized for the year 2026.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this payment are available in Account No. 001-0707-52215.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 150-26**AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE CHANGE ORDER #04 TO GMP #3 WITH THE RUHLIN COMPANY FOR RENOVATION WORK AT THE MEDINA MUNICIPAL COURTHOUSE.**

WHEREAS: Ordinance No. 84-25, passed April 28, 2025, authorized the Mayor to enter into the Guaranteed Maximum Price Agreement #3 (GMP #3) with the Ruhlin Company for renovation work at the Medina Municipal Courthouse; and

WHEREAS: The City Engineer has presented 2026 Change Order #04 to City Council to modify the contract amount.

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

SEC. 1: That the Mayor is authorized to approve Change Order #04 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

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

SEC. 3: That the funds to cover Change Order #04, in the amount of \$168,006.00 are available as follows: \$84,003.00 in Account No. 301-0716-54412 and \$84,003.00 in Account No. 169-0716-54412.

SEC. 4: That a copy of the Change Order is marked Exhibit A, attached hereto and incorporated herein.

SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

**AIA****Document G701[®] – 2017**ORD. 150-2L
EXH.A**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
Sharon 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. Nozick, vice president

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

8/11/2026

Date

CONTRACTOR *(Signature)**(Printed name and title)*

Date

OWNER *(Signature)*

JAMES A. SHIELDS, Mayor

(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
Contract Type		Modification No.	OCO #4 - -	
Contractor / CM / DB / ESCO Name The Ruhlin Company		Sequence No.	Phase	Contract
		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	
0		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	Ruhlin staff, PM & supervision, 5 weeks
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%	\$895	
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 Adds: 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

ORDINANCE NO. 151-26

AN ORDINANCE AUTHORIZING 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.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to execute a 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.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$42,500.00 are available in Account No. 821-0230-54412.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

May 26, 2026

ORD. 151.26
EXH. A

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.

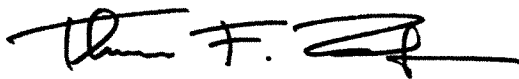
Fee:

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 _____

ORDINANCE NO. 152-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE CONSTRUCTION OF COLUMBARIUM WALL PHASES 4-10 AT SPRING GROVE CEMETERY.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for the construction of Columbarium Phases 4-10 at Spring Grove Cemetery, in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the project, in the amount of \$1,292,880.00, is available as follows in Account No. 821-0230.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

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

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

SIGNED: _____
Mayor

ORDINANCE NO. 153-26

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$25,000.00 TO MAIN STREET MEDINA FOR ENHANCED PUBLIC DECORATIONS FOR THE 2026 HOLIDAY SEASON AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the expenditure of \$25,000.00 is hereby authorized to Main Street Medina for enhanced public decorations for the 2026 holiday season.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the funds to cover this contribution, in the amount of \$25,000.00 are available as follows: \$2,643.40 in Account No. 141-0310-53313 and \$22,356.60 in Account No. 001-0707-53313.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 154-26

AN ORDINANCE AUTHORIZING AN EXPENDITURE TO FECHKO EXCAVATING FOR EMERGENCY EXCAVATION AND DEWATERING ON THE GRANGER ROAD WATER LINE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services; and

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

- SEC. 1:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 2:** That the expenditure of \$44,018.54 is hereby authorized to Fechko Excavating for the emergency excavation and dewatering on the Granger Road Water Line Project.
- SEC. 3:** That the funds to cover this expenditure are available in Account No. 108-0610-54414.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the current conditions constitute a danger to the public; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor