

5:00pm- Streets & Utilities Committee, Mr. Thornsberry, Chm.- Discussion regarding budget concerns in the Utilities Department.



LORAIN CITY COUNCIL

Regular Meeting Agenda

Monday, April 6, 2026 @ 6:00 p.m.

1. **OPENING OF COUNCIL:** Prayer and the Pledge of Allegiance.
2. **ROLL CALL:**
3. **DISPOSITION OF MINUTES:**
 - a. March 16, 2026 Regular Meeting Minutes
 - b. March 23, 2026 Public Hearing Minutes
 - c. March 30, 2026 Special Call Minutes
4. **CORRESPONDENCE/REPORTS FROM DIRECTORS, BOARDS AND COMMISSIONS & OTHER GOVERNMENTAL AGENCIES**
 - a. Correspondence received from the Ohio Division of Liquor Control advising of a New D1, D2, D3 Permit Application received for Speak of the Devil Cocktails LLC, Burdette's Show Room, located at 203 W. 5th Street., 44052 (2nd Ward).
 - b. Correspondence received from the Ohio Division of Liquor Control advising of a New C1 C2 Permit Application received for Broadway DairyMart Inc., located at 2802 Broadway Ave., 44055 (5th Ward).
 - c. Correspondence received from Lisette Gracia of Lorain County Board of Elections, with a copy of the May 5, 2026, Primary/Special Election Ballot.
 - d. Correspondence from Mayor Bradley to Members of Council regarding his recent trip to Great Britain with Power a Clean Future Ohio, the British Consulate-General, and the Gund Foundation.
5. **PUBLIC COMMENTS:** (The sign-in sheet will be collected prior to commencement of the meeting) The two (2) minute per person limit and twenty (20) minute max will be observed.
6. **COMMITTEE REPORTS:**
 - a. Streets & Utilities Committee.
7. **LEGISLATION - FIRST READING:**
 - a. ____ Reso. commending the Lorain County Community College Men's Basketball Team.
 - b. ____ Reso. in support of Issue 5 for Lorain City Schools.
 - c. ____ Reso. auth the S/S Director to waive the request for installation of sidewalk at ~~1439~~ ~~Meister Rd.~~ 2767 W. 21st Street.
 - d. ____ Ord. auth the S/S Director to enter contracts for the rehab of certain roadways in connection with the OPWC Round 39 Contracts A, B and C.
 - e. ____ Ord. auth the S/S Director to give consent to the Director of Trans. to perform mowing for the north side of State Route 2.
 - f. ____ Ord. to vacate a portion of an alley from the east right of way line of East Ave., extending 165 feet to the east.
 - g. ____ Ord. approving the proposed Preliminary Development Plan for the Cottages at Lighthouse Point Development.

- h. ____ Ord. auth the S/S Director to enter into a disposition agreement for the transfer of property described on ex. A to the Lorain Port Authority.
 - i. ____ Ord. amending Sec. 911.216 – Delivery of bills & Sec. 911.217 – Charges for Water/Sewer are a lien against the property.
 - j. ____ Ord. creating Section 913.058 – TV Inspection of Existing Sanitary Lateral by City.
 - k. ____ Ord. amending Section 911.112 – Water Turn-On.
 - l. ____ Ord. amending Section 911.230 – Sewer Only Accounts.
 - m. ____ Ord. amending Section 911.302 – Regulatory Capital Improvement Compliance Charge.
 - n. ____ Ord. amending Section 911.503, Section 911.504, Section 911.505 and Section 911.507 (Utilities Dept.).
 - o. ____ Ord. amending Section 911.517, Section 911.518 and Section 911.519 (Utilities Dept.).
 - p. ____ Ord. amending Section 911.307 – Exceptions to the water rates.
 - q. ____ Ord. approving the Police Chief, through the Mayor, to apply for the FY25 Edward Byrne Memorial JAG & auth an interlocal agreement of funds between Lorain, Elyria & Lorain County.
 - r. ____ Ord. auth the S/S Director to enter into a settlement agreement with 6 remnant defendants in the National Opioid Litigation & directing the Auditor to allocate funds to the Opioid Settlement Fund.
 - s. ____ Ord. auth S/S Director to enter into an agreement w/ K.E. McCartney & Associates Inc. for professional services related to the E. 36th Street Improvements- planning project funded through a Raise Grant awarded by the Federal Highway Administration.
 - t. ____ Appropriation.
 - u. ****REQUEST TO AMEND THE AGENDA AND ADD THE ITEM FOR CONSIDERATION.**
____ Ord. authorizing the Safety/Service Dir to enter into an agreement with Insituform Technologies, Inc., for the provision of utility repair and professional services.
8. **LEGISLATION - SECOND READING: None.**
9. **LEGISLATION - THIRD READING: None.**
10. **COMMITTEE CALLS:**
- April 13, 2026 @ 5:30pm - Finance Committee for a quarterly budget update.
11. **ADJOURNMENT.**

City Council Committee & Regular Meeting

3. a.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

March 16, 2026 Regular Meeting Minutes

Administration only

March 16, 2026 Regular Meeting Minutes

We recommend to council

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 03/31/2026

Started On: 03/31/2026 09:54 AM

Chaplain Angel Arroyo Jr. led council in the prayer and President Pro-Tem Dimacchia led the Pledge of Allegiance and then called the regular meeting to order at 6:03p.m.

ROLL CALL:

PRESENT- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

ABSENT - 2 Mr. Fallis, Arredondo.

Moved by Mrs. Springowski, supported by Mr. Thornsberry, to excuse the absent members. Motion carried unanimously.

DISPOSITION OF MINUTES:

a.) March 2, 2026, Regular Meeting Minutes

Moved by Mrs. Springowski, supported by Mr. Thornsberry, to dispense with the reading of the minutes and accept them as written. The motion carried unanimously.

b.) February 23, 2026, Public Hearing Minutes

Moved by Mrs. Springowski, supported by Mr. Thornsberry, to dispense with the reading of the minutes and accept them as written. The motion carried unanimously.

CORRESPONDENCE/REPORTS FROM DIRECTORS, BOARDS AND COMMISSIONS & OTHER GOVERNMENTAL AGENCIES:

a.) Mayor Bradley's request for Council to approve the appointment of Jeff Neal and the reappointment of Gloria Buxton to the City of Lorain Tax Incentive Review Council for a three-year term. Moved by Mrs. Springowski, supported by Mr. Thornsberry, to concur with the appointments. Motion carried unanimously.

b.) Correspondence received from TDI Lorain, LLC requesting withdrawal of their application from Council Agenda on March 16, 2026. Moved by Mrs. Springowski, supported by Mrs. Carter, to receive and file. Motion carried unanimously.

PUBLIC COMMENTS:

Clerk Dull announced that there is one member of the public signed up to speak this evening.

DOUGLAS NAVALINSKY, 417 W. 35th Street: Spoke regarding the Tower Blvd. expansion and roads needing repair in the city. Also, he mentioned dumping around W. 37th and Broadway and W. 39th and Broadway.

COMMITTEE REPORTS:

a.) The Finance Committee and All of Council met on Monday, March 9th to discuss the 2026 Permanent Budget. The committee recommended having further discussions before consideration. Moved by Mrs. Carter, supported by Mrs. Springowski, to concur with the committee report. Motion carried unanimously.

LEGISLATION – FIRST READING:

Resolution 15-26

a.) Introduced by Mrs. Springowski, a resolution recognizing Irish Heritage Month and Nationality Month in the City of Lorain.

Moved by Mrs. Springowski, supported by Mr. Drwal, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Springowski spoke regarding Irish History.

Moved by Mrs. Springowski, supported by Mr. Drwal, to pass the resolution.

AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The resolution passed unanimously.

- Proposed Ordinance b.) Introduced by Mr. Dimacchia, an ordinance repealing ordinance no. 82-14 Chapter 775 of the Lorain Codified Ordinances and adopting new Chapter 776 of the Lorain Codified Ordinances.
Moved by Mr. Dimacchia, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
- REMARKS:
- AYES- 10 Moved by Mrs. Springowski, supported by Mr. Thornsberry, to refer to committee. Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The item is referred to committee.
- Ordinance 36-26 c.) Introduced by Mrs. Springowski, an ordinance assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk, etc., during the current calendar year and declaring an emergency.
Moved by Mrs. Springowski, supported by Mr. Arroyo, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
- AYES- 10 Moved by Mrs. Springowski, supported by Mr. Arroyo, to pass the ordinance. Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.
- Ordinance 37-26 d.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety/Service Director to enter into a contract with the highest rated and ranked engineering firm for professional services related to the planning and work associated with the City of Lorain Sanitary Sewer Evaluation Study (SSES) and declaring an emergency.
Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
- AYES- 10 Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance. Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.
- Ordinance 38-26 e.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety/Service Director to accept and enter into an agreement with The Ohio Department of Transportation (ODOT) for the implementation of the Bascule Bridge Notification Project.
Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
- AYES- 10 Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance. Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.

- Ordinance 39-26 f.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety/Service Director to enter into an agreement with LJB, Inc., for professional services related to the design of various high visibility markings & RRFB systemic safety project. Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.
- Ordinance 40-26 g.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety/Service Director to modify a contract with Quality Control Services (QCS) for professional services associated with PID 120792 LOR-58-25.41 Tower/SR58 Traffic Signal Improvement Project. Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.
- Ordinance 41-26 h.) Introduced by Mr. Thornsberry, an ordinance authorizing the Safety/Service Director to enter into a contract with the highest rated and ranked professional engineering firm for professional services related to the construction of LOR-MR4321-0.00 Tower Blvd. Rehabilitation Project. Moved by Mr. Thornsberry, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
Moved by Mr. Thornsberry, supported by Mrs. Springowski, to pass the ordinance.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.
- Ordinance 42-26 i.) Introduced by Mrs. Carter, an ordinance authorizing the Auditor of the City of Lorain, Ohio to pay invoices submitted by the Utilities Department that invoke the Then and Now Certification Exception Process as per Ohio Revised Code Section 5705.41 and to pay for said invoices and declaring an emergency. Moved by Mrs. Carter, supported by Mrs. Springowski, to suspend the statutory three reading rule.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The rule was suspended.
Moved by Mrs. Carter, supported by Mrs. Springowski, to pass the ordinance.
- AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.
- NAYS- 0 None. The ordinance passed unanimously.

LEGISLATION – SECOND READING:

LORAIN CITY COUNCIL REGULAR MEETING -COUNCIL CHAMBER, LORAIN, OH March 16, 2026

Resolution 16-26 a.) Introduced by Ms. Kempton, a resolution amending Resolution 1-26, Rule 16-Order of Business.
Moved by Ms. Kempton, supported by Mr. Arroyo, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Bearer, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: Councilmember Carter stated she was for adding number 4 back in, but against the other.

President Pro-Tempore Dimacchia explained he would recommend an amendment. Councilmember Kempton stated she has no problem separating it.

Law Director Riley explained the two options are to amend the ordinance as it stands and vote on amendments, or refer to a third reading and the Law Department can revise the legislation.

Moved by Mrs. Carter, supported by Mrs. Springowski, to amend the resolution, separating the two; correspondence of the Mayor to be added to the agenda, and miscellaneous concerns of Council not to be.

AYES- 7 Messrs. Dimacchia, Springowski, Carter, Torres, Gonzalez, Arroyo, Thornsberry.

NAYS- 3 Messrs. Drwal, Kempton, Bearer. The resolution is amended.

Moved by Mrs. Carter, supported by Mrs. Springowski, to pass the ordinance, as amended.

AYES- 7 Messrs. Springowski, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo.

NAYS- 3 Messrs. Dimacchia, Bearer, Thornsberry. The resolution passed, as amended.

LEGISLATION – THIRD READING: None.

COMMITTEE CALLS:

- March 23, 2026 @ 5:30pm - Public Hearing to discuss a preliminary development plan, PDP 1-2026, located at Lighthouse Pointe.
- April 13, 2026 @ 5:30pm - Finance Committee for a quarterly budget update.

Councilmember Thornsberry called a Committee Meeting for Monday, April 6th at 5:00pm to discuss the Sewer Rate increases before the Regular Meeting.

Councilmember Carter called a continued budget hearing on March 23rd following the Public Hearing.

ADJOURNMENT

Moved by Mrs. Springowski, supported by Mrs. Carter, to adjourn the meeting. The motion carried with one dissenting vote from Mr. Dimacchia, the meeting adjourned at 6:25pm.

OF COUNCIL

PRESIDENT PRO-TEMPORE

Brianna Dull

Clerk of Council

Accepted:

City Council Committee & Regular Meeting

3. b.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

March 23, 2026 Public Hearing Minutes

Administration only

March 23, 2026 Public Hearing Minutes

We recommend to council

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 03/31/2026

Started On: 03/31/2026 09:48 AM

PRESENT: Messrs. Springowski, Fallis, Drwal, Kempton, Torres, Gonzalez, Bearer.
ABSENT: Messrs. Dimacchia, Carter, Arroyo, Thornsberry.

President Arredondo called the public hearing to order at 5:30p.m. Deputy Clerk Partin announced that this public hearing was called to discuss the Planning Commission's recommendation for the approval of the proposed Preliminary Development Plan, PDP 1-2026, for residential new construction that will be referred to as "The Cottages at Lighthouse Point" located at PPN's 02-02-009-101-089 and 02-02-008-107-061, Kevin Hoffman, Polaris Engineering & Surveying is the agent and applicant. The Lorain City Planning Commission met on February 5, 2026 and recommended approval of this application to Lorain City Council. Notice of this hearing was published in a local newspaper as required by State Statutes.

REMARKS: PRESIDENT ARREDONDO: Welcomed the project team to the mic for the presentation of their project.

ROB BENJAMIN, Developer: Explained they are looking to develop the site with 114 ranches, all duplex layout, with full basements. They brought along plans and elevations of the homes to show, Chris Joseph held them up for council to see.

CHRIS JOSEPH: Explained they will be offering two different paired villas, two duplex ranch units, one named Caicos, 1503 sq feet without the basement, Barbados 1369 sq feet without the basement, both are 3 bedrooms and 2.5 bathrooms with available options.

PRESIDENT ARREDONDO: Inquired what the price point will be.

CHRIS JOSEPH: Answered the Caicos will start at \$329,000 and Barbados will start at \$305,000.

PRESIDENT ARREDONDO: Inquired if these models have been used in other projects/developments.

CHRIS JOSEPH: Explained they are age targeted, not age restricted, but are marketed to 55 years plus client/buyer.

COUNCILMEMBER SPRINGOWSKI: Stated she had attended Planning Commission meetings where they had presented and concerns were ingress/egress, she mentioned she was assured that they would utilize the private road near Walmart and Kohls, adding ingress/egress. Asked if there would be an HOA and if they would be individually owned, clarifying there would not be rentals.

ROB BENJAMIN: Answered there would be no rentals, and that it would be simple ownership.

COUNCILMEMBER SPRINGOWSKI: Stated that she felt this was a good project once the ingress/egress and rental issues were discussed.

COUNCILMEMBER TORRES: Inquired with the median income of the area, if they felt they could have 100% sales.

CHRIS JOSEPH: Answered that yes, in planning for the project, they had done a lot of market research and said there is a high population in Lorain and surrounding communities to support the project. Did explain with it being in a CRA zone, that helps, people tend to be more monthly payment sensitive and concerned less with the total house cost. Also stated that with the 55 and older community, it would have a low impact on the school system.

COUNCILMEMBER FALLIS: Inquired what the tax abatement percentage is for the project.

ROB BENJAMIN: Stated there is an existing percentage, but does not have the number, he believes it is between 75-100%.

COUNCILMEMBER FALLIS: Inquired for how many years.

ROB BENJAMIN: Answered he believed 15 years, but again, didn't know for sure.

EVELISSE ATKINSON, Zoning Administrator: Stated it is in a CRA area, there is 100% tax abatement for 15 years, 100% for 10 years and 75% for last 5 years. Clarified that tax abatement does go back to the owner that buys the property, but that the homeowner still pays taxes on the land, but the abatement is on the improvement/the home.

COUNCILMEMBER FALLIS: Stated that he believes the CRA has brought people into the City of Lorain and that it is a win with them living and spending income throughout the city. Did inquire if a buyer wanted changes to the exterior if that was an option.

CHRIS JOSEPH: Answered that yes, they could to an extent.

BETH HENLEY, Resident: Stated with previously being a councilwoman she had seen the presentations and spoke highly of the project type. Inquired if it is a Homeowners Association or a Condominium Association.

CHRIS JOSEPH: Answered Fee Simple.

COUNCILMEMBER FALLIS: Inquired when they plan to break ground and when the project will be completed.

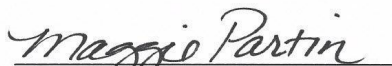
ROB BENJAMIN: Stated if they receive approvals at the next meeting, they would begin engineering which would take a few months, and then resubmit to the city and get final permits, hopefully beginning the project by the end of the year. Said the project would probably be split into two different phases.

CHRIS JOSEPH: Explained their goal would be sales of 48 units per year. They would launch the product in spring and would expect it to take 2.5 years to be fully built.

PRESIDENT ARREDONDO: Stated that the economic development of the project will be an asset to the city.

Without further comment, President Arredondo adjourned the public hearing at 5:45pm.

Council President


Maggie Partin, Deputy Clerk of Council

Accepted:

City Council Committee & Regular Meeting

3. c.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

March 30, 2026 Special Call Minutes

Administration only

March 30, 2026 Special Call Minutes

We recommend to council

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 03/31/2026

Started On: 03/31/2026 10:45 AM

Chaplain Angel Arroyo Jr. led Council in the prayer and Pledge and then President Arredondo called the Special Call to order at 5:31pm.

ROLL CALL:

PRESENT- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzales, Arroyo, Thornsberry.

ABSENT - 1 Mr. Bearer.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to excuse the absent member. The motion carried unanimously.

READING OF THE SPECIAL CALL LETTER:

Deputy Clerk Partin read the Special Call Letter.

COMMITTEE REPORTS:

The Finance Committee and All of Council met on March 23rd to continue budget discussions. The committee recommended referring the ordinance back to council for consideration and it is item 5a on this evening's agenda. Moved by Mrs. Carter, supported by Mrs. Springowski, to concur with the committee report. Motion carried unanimously.

LEGISLATION – SECOND READING:

Ordinance 43-26

a.) Introduced by Mrs. Carter, an ordinance appropriating money for current expenses and other expenditures of the City of Lorain, State of Ohio beginning January 1, 2026 and ending December 31, 2026 and declaring an emergency. Moved by Mrs. Carter, supported by Mrs. Springowski, to suspend the statutory three reading rule.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Thornsberry.

NAYS- 0 None. The rule was suspended.

REMARKS: COUNCILMEMBER FALLIS: Spoke regarding his thoughts on passing the budget with a deficit and that he feels we need to keep a close eye on it.
COUNCILMEMBER SPRINGOWSKI: Stressed this is everyone's budget and that we will keep a close eye on it.

PRESIDENT ARREDONDO: Stated that he feels confident everyone will work closely together.

SAFETY/SERVICE DIRECTOR CARRION: Stated that the administration agrees and everyone needs to work together. Shared that instead of adding two inspectors to the BHP Dept., they will only be adding one. Also, there will be an open position in BHP that will be absorbed and not filled.

Moved by Mrs. Carter, supported by Mrs. Springowski, to amend by substitution, both the ordinance and attachment.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Thornsberry.

NAYS- 0 None. The ordinance and attachment are amended by substitution.

Moved by Mrs. Carter, supported by Mrs. Springowski, to pass the ordinance.

AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres, Gonzalez, Arroyo, Thornsberry.

NAYS- 0 None. The ordinance passed unanimously, as amended.

EXECUTIVE SESSION:

Moved by Mr. Thornsberry, supported by Mr. Fallis, in accordance with ORC Section 121.22: G (3) to conference with the public body's attorney regarding disputes that are the subject of pending and/or imminent court action.

- AYES- 10 Messrs. Dimacchia, Springowski, Fallis, Drwal, Kempton, Carter, Torres,
Gonzalez, Arroyo, Thornsberry.
- NAYS- 0 None. The motion carried unanimously and the body recessed into Executive
Session at 5:37pm.

President Arredondo reconvened the regular meeting at 5:55pm, eight members are present, absent were Mrs. Carter and Mr. Thornsberry.

ADJOURNMENT:

Moved by Mrs. Springowski, supported by Mr. Fallis, to adjourn the meeting. The motion carried unanimously. The meeting adjourned at 5:55 p.m.


Maggie Partin, Deputy Clerk of Council

PRESIDENT OF COUNCIL

Accepted On:



CITY OF LORAIN

City Council Committee & Regular Meeting

4. a.

Meeting Date: 04/06/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from the Ohio Division of Liquor Control advising of a New D1, D2, D3 Permit Application received for Speak of the Devil Cocktails LLC, Burdette's Show Room, located at 203 W. 5th Street., 44052 (2nd Ward).

RECOMMENDATION TO COUNCIL:

Authorize the Clerk to notify the Board that no complaints have been received.

We recommend to council

Attachments

Liq Control

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/30/2026

Started On: 03/30/2026 04:47 PM



LORAIN CITY COUNCIL
ATTN CLERK
200 W ERIE AVE
LORAIN OH 44052

RECEIVED
3.20.26
M. Patton

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: PERMIT NUMBER (08400937-3), TYPE (NEW), ISSUE DATE, FILING DATE (3/22/2026), PERMIT CLASSES (D-2, D-3, D-1), TAX DISTRICT (47088), RECEIPT NO (OCT), and recipient info (SPEAK OF THE DEVIL COCKTAILS LLC, Burdette's Show Room, 203 W 5TH ST, Lorain OH 44052, Muni/Village/Twp: Lorain).

FROM 3/23/2026

Empty form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO.

MAILED 3/23/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 04/23/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 08400937-3 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [] IN OUR COUNTY SEAT [] IN COLUMBUS

WE DO NOT REQUEST A HEARING []

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Signature and Title fields: (Signature), (Title) - [] Clerk of City Council [] Township Fiscal Officer, (Date), (Printed Name), (Email Address), (Telephone No.)



Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the “mailed” date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the “Search who has disclosed an ownership interest” tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,
Division Licensing Section
(rev. 2.12.25)



CITY OF LORAIN

City Council Committee & Regular Meeting

4. b.

Meeting Date: 04/06/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from the Ohio Division of Liquor Control advising of a New C1 C2 Permit Application received for Broadway Dairymart Inc., located at 2802 Broadway Ave., 44055 (5th Ward).

RECOMMENDATION TO COUNCIL:

Authorize the Clerk to notify the Board that no complaints have been received.

We recommend to council

Attachments

Liq Control

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/30/2026

Started On: 03/30/2026 04:51 PM



LORAIN CITY COUNCIL
ATTN CLERK
200 W ERIE AVE
LORAIN OH 44052

RECEIVED
3-24-26
Boll

NOTICE TO LEGISLATIVE AUTHORITY

TO

Form with fields: 00965832-1 PERMIT NUMBER, NEW TYPE, BROADWAY DAIRYMART INC, 2802 BROADWAY AV, LORAIN OH 44055, FILING DATE: 3/17/2026, PERMIT CLASSES: C-1 C-2, Muni/Village/Twp: Lorain, 47088 TAX DISTRICT, OCT, RECEIPT NO

FROM 3/18/2026

Form with fields: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO

MAILED 3/18/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 04/18/2026

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 00965832-1 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [] IN OUR COUNTY SEAT [] IN COLUMBUS

WE DO NOT REQUEST A HEARING []

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - [] Clerk of City Council (Date) [] Township Fiscal Officer

(Printed Name) (Email Address) (Telephone No.)



Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the “mailed” date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the “Search who has disclosed an ownership interest” tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



CITY OF LORAIN

City Council Committee & Regular Meeting

4. c.

Meeting Date: 04/06/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from Lisette Gracia of Lorain County Board of Elections, with a copy of the May 5, 2026, Primary/Special Election Ballot.

RECOMMENDATION TO COUNCIL:

Receive and file.

We recommend to council

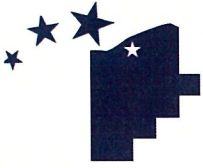
Attachments

Correspondence

Form Review

Form Started By: Maggie Partin
Final Approval Date: 03/30/2026

Started On: 03/30/2026 04:54 PM



Lorain County Board of Elections

Board Members

Marilyn Jacobcik, Chair
Anthony B. Giardini
Michael Witte
Inez James

Director

Lisette Gracia

Deputy Director

James D. Kramer

1985 North Ridge Rd. East
Lorain, OH 44055
www.VoteLorainCountyOhio.gov
(440) 326-5900

March 20, 2026

CITY OF LORAIN
CLERK OF COUNCIL
200 W. ERIE AVE.
LORAIN, OH 44052

Notice of Issue(s) Appearance on Ballot

CLERK OF COUNCIL:

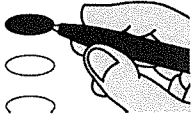
Pursuant to R.C. 3505.14, we are enclosing a copy of how the issue(s) you have filed appears on the 2026 Primary/Special Election ballot. Please keep in mind these proofs have been shrunk to accommodate mailing and will appear on a 17" ballot. If would like to see a larger size proof of the ballot, please visit our website at www.voteloraincountyohio.gov/find-ballot. Select "All Sample Ballots" and choose your specific category and district name to find your subdivision ballot.

Lisette Gracia
Lorain County Board of Elections

Instructions to Voter
Instrucciones para el
Elector

• To vote: completely darken the oval (●) to the left of your choice. Use a blue or black ink pen. **DO NOT USE RED INK!**

Para votar: oscurezca completamente el óvalo (●) a la izquierda de su elección. Use un bolígrafo de tinta azul o negra. ¡NO USAR TINTA ROJA!



• Do not mark the ballot for more choices than allowed. Vote either "Yes" or "No," or "For" or "Against," on any issue.

No marque en la papeleta más opciones de las permitidas. Vote "Si" o "No," o "A Favor" o "En Contra" en cualquier asunto.

• If you mark the ballot for more choices than permitted, that question will not be counted.

Si marca en la papeleta más opciones de las permitidas, no sera contada esa pregunta.

• If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times.

Si comete un error o desea cambiar su voto: devuelva la papeleta a un funcionario electoral y obtenga una nueva. Puede pedir una nueva papeleta solo dos veces.

**5 PROPOSED TAX LEVY
(ADDITIONAL)**

Lorain City School District

A majority affirmative vote is necessary for passage

An additional tax for the benefit of Lorain City School District for the purpose of current expenses that the county auditor estimates will collect \$10,637,320 annually, at a rate not exceeding 11 mills for each \$1 of taxable value, which amounts to \$385 for each \$100,000 of the county auditor's market value, for a continuing period of time, commencing in 2026, first due in calendar year 2027. The county auditor has certified that the amount by which the carry-over balance in the district's general operating budget from the preceding fiscal year exceeds the district's general fund expenditures made in the preceding fiscal year is \$0, which is 0% of those expenditures.

**5 PROPUESTA PARA
RECAUDACIÓN DE
IMPUESTOS (ADICIONAL)**

**Distrito Escolar de la Ciudad
de Lorain**

Se requiere un voto afirmativo por mayoría para su aprobación

Un impuesto adicional que beneficiará al Distrito Escolar de la Ciudad de Lorain con el fin de cubrir los gastos actuales, que el auditor del condado estima recaudará \$10,637,320 anualmente, a una tasa que no exceda las 11 milésimas por cada \$1 de valoración tributaria, la cual representa \$385 por cada \$100,000 del valor de mercado atribuido por el auditor del condado, por un período continuado de tiempo, comenzando en el 2026, con su primer pago en el año calendario del 2027. El auditor del condado ha certificado que la cantidad en la que el saldo acumulado en el presupuesto operativo general del distrito del año fiscal anterior excede los gastos del fondo general del distrito realizados en el año fiscal anterior es de \$0, lo que representa el 0 % de esos gastos.

**FOR THE TAX LEVY
A FAVOR DE LA
RECAUDACIÓN DE
IMPUESTOS**

**AGAINST THE TAX LEVY
EN CONTRA DE LA
RECAUDACIÓN DE
IMPUESTOS**

**6 PROPOSED TAX LEVY
(RENEWAL)**

Lorain Public Library System

A majority affirmative vote is necessary for passage

A renewal of 5.95 mills for each \$1 of taxable value to constitute a tax for the benefit of the Lorain Public Library System, Lorain County, Ohio for the purpose of current expenses of the Library, that the County Auditor estimates will collect \$3,506,547 annually, at a rate not exceeding 5.95 mills for each \$1 of taxable value, which amounts to \$118 for each \$100,000 of the County Auditor's market value, for 10 years, commencing in 2026, first due in calendar year 2027.

**6 PROPUESTA PARA
RECAUDACIÓN DE
IMPUESTOS (RENOVACIÓN)**

**Sistema de Bibliotecas
Públicas de Lorain**

Se requiere un voto afirmativo por mayoría para su aprobación

Una renovación de 5.95 milésimas por cada \$1 de valoración tributaria, para constituir un impuesto que beneficiará al Sistema de Bibliotecas Públicas de Lorain, Condado de Lorain, Ohio, con el fin de cubrir los gastos actuales de la Biblioteca, que el Auditor del Condado estima recaudará \$3,506,547 anualmente, a una tasa que no exceda las 5.95 milésimas por cada \$1 de valoración tributaria, la cual representa \$118 por cada \$100,000 del valor de mercado atribuido por el Auditor del Condado, por 10 años, comenzando en el 2026, con su primer pago en el año calendario del 2027.

**FOR THE TAX LEVY
A FAVOR DE LA
RECAUDACIÓN DE
IMPUESTOS**

**AGAINST THE TAX LEVY
EN CONTRA DE LA
RECAUDACIÓN DE
IMPUESTOS**



CITY OF LORAIN

City Council Committee & Regular Meeting

4. d.

Meeting Date: 04/06/2026

Submitted by: Alonna Lopez, Executive Assistant

PURPOSE AND BACKGROUND

Correspondence from Mayor Bradley to Members of Council regarding his recent trip to Great Britain with Power a Clean Future Ohio, the British Consulate-General, and the Gund Foundation.

RECOMMENDATION TO COUNCIL:

Receive and file.

We recommend to council

Attachments

Letter to Council

Form Review

Inbox

Mayor Bradley

Breanna Dull

Form Started By: Alonna Lopez

Final Approval Date: 03/31/2026

Reviewed By

Jack Bradley

Breanna Dull

Date

03/31/2026 09:29 AM

03/31/2026 09:32 AM

Started On: 03/31/2026 08:52 AM



The City of Lorain, Ohio

Jack W. Bradley

Mayor

March 30, 2026

Correspondence to City Council regarding my trip to Great Britain with Power a Clean Future Ohio, the British Consulate-General, and the Gund Foundation

Dear Members of City Council:

I write to inform you of my recent participation in a policy and leadership delegation to Great Britain, made possible through the generous partnership of the George Gund Foundation, the British Consulate-General, and Power a Clean Future Ohio.

This opportunity brought together local government leaders from across Ohio to engage directly with British officials, policy experts, and community stakeholders on issues of economic redevelopment, sustainable infrastructure, and clean energy. The group included the Mayors of Lorain, Athens, Lima and Euclid as well as the Cuyahoga County Executive and a member of the Dayton City Commission. The attendees included the Executive Director of Power Up Local, the Executive Director of Power a Clean Future Ohio, the Director of Community Solutions of Power a Clean Future Ohio, program directors from the Gund Foundation, the Chicago Consulate Energy Advisor, and the Chicago Consul General.

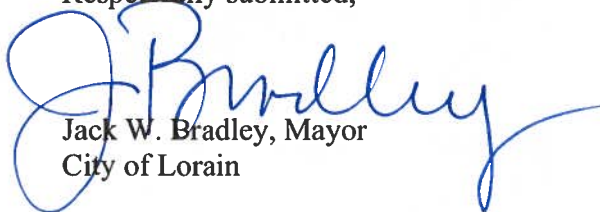
The purpose of the trip was to examine innovative approaches to urban revitalization, climate resilience, and public-private collaboration. These are areas that are highly relevant to the City of Lorain as we continue to position ourselves for long-term growth and environmental stewardship.

During the visit, our delegation met with municipal leaders and planners advancing redevelopment projects along former industrial waterfronts in London, Liverpool, and the greater Manchester region. These discussions were particularly meaningful for Lorain, given our ongoing efforts along the Black River and our lakefront.

There was no cost to the City of Lorain except for parking at the airport and two Uber rides to and from the airport in London and Manchester. All other travel and program expenses were covered by the sponsoring organizations.

I am looking forward to sharing more detailed observations with Council and discussing how we can apply these best practices to benefit our residents.

Respectfully submitted,



Jack W. Bradley, Mayor
City of Lorain



CITY OF LORAIN

City Council Committee & Regular Meeting

6. a.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

The Streets & Utilities Committee met this evening, April 6, 2026, to discuss budget concerns in the Utilities Department.

RECOMMENDATION TO COUNCIL:

We recommend to council

Form Review

Form Started By: Breanna Dull
Final Approval Date: 04/02/2026

Started On: 04/02/2026 11:03 AM



CITY OF LORAIN

City Council Committee & Regular Meeting

7. a.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION COMMENDING THE LORAIN COUNTY COMMUNITY COLLEGE MEN'S BASKETBALL TEAM.

PURPOSE AND BACKGROUND:

The Lorain County Community College Men's basketball team achieved a successful season, culminating in winning the NJCAA Division III Region 12 Championship. The members of the **Lorain County Community College Men's Basketball** team contributing to this championship season include the following athletes: Dennis Pettis Jr., Julian Daniels, Isaiah Rowser, Quavion Grant, Jayveon Roe, Xavier Rivera, Tyberious Kovach, Raheem Whitfield-Tucker, Cole Hecei, Timothy Kikola, Anthony Atkins, Aven Kielian and Bryson Hicks. Seven members of the team are proud Lorain natives, including six graduates of Lorain High School and one graduate of Clearview High School, exemplifying the strength of our local student-athletes. The success of the team is a direct reflection of the leadership, dedication and guidance of Head Coach, Marty Eggleston, who has led the team to four regional championships over his 13 seasons leading the Commodores, and Assistant Coaches, Ricky Melendez and Matt Wysocki, both of whom are also Lorain residents.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider for passage.

Admin Only (descrip. for agenda)

___ Reso. commending the Lorain County Community College Men's Basketball Team.

Attachments

Resolution

Form Review

Form Started By: Breanna Dull
Final Approval Date: 04/02/2026

Started On: 04/02/2026 10:58 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

Resolution No. _____

**A RESOLUTION COMMENDING THE LORAIN COUNTY
COMMUNITY COLLEGE MEN'S BASKETBALL TEAM.**

WHEREAS, the Lorain County Community College Men's basketball team achieved a successful season, culminating in winning the NJCAA Division III Region 12 Championship; and

WHEREAS, the members of the **Lorain County Community College Men's Basketball** team contributing to this championship season include the following athletes: Dennis Pettis Jr., Julian Daniels, Isaiah Rowser, Quavion Grant, Jayveon Roe, Xavier Rivera, Tyberious Kovach, Raheem Whitfield-Tucker, Cole Hecei, Timothy Kikola, Anthony Atkins, Aven Kielian and Bryson Hicks; and

WHEREAS, seven members of the team are proud Lorain natives, including six graduates of Lorain High School and one graduate of Clearview High School, exemplifying the strength of our local student-athletes; and

WHEREAS, the success of the team is a direct reflection of the leadership, dedication and guidance of Head Coach, Marty Eggleston, who has led the team to four regional championships over his 13 seasons leading the Commodores, and Assistant Coaches, Ricky Melendez and Matt Wysocki, both of whom are also Lorain residents.

***NOW THEREFORE BE IT RESOLVED BY THE RESIDENTS OF THE CITY OF LORAIN,
STATE OF OHIO***

SECTION I. That Lorain City Council, hereby congratulates and commends the Lorain County Community College Men's Basketball Team for their championship achievement and recognizes their dedication and representation of the Lorain community.

SECTION II. That Councilman Angel Arroyo presented a copy of this resolution to the **Lorain County Community College Men's Basketball Team** to serve as a memento and tribute to their victory.

SECTION III. It is found and determined that all actions of this Council concerning and relating to the passage of this resolution were adopted in compliance with all legal requirements including ORC 121.22.

SECTION IV. This resolution shall take effect at the earliest period allowed by law.

Passed: _____, 2026 _____
President of Council

Attest: _____, Clerk _____
Mayor



CITY OF LORAIN

City Council Committee & Regular Meeting

7. b.

Meeting Date: 04/06/2026

Submitted by: Breanna Dull, Clerk of Council

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION IN SUPPORT OF ISSUE 5 FOR LORAIN CITY SCHOOLS

PURPOSE AND BACKGROUND:

WHEREAS, Lorain City Schools provide safe, secure school buildings, high-quality teaching, student support, and excellent educational opportunities from preschool through graduation; and

WHEREAS, Lorain City Schools recently faced a \$17 million budget shortfall due to Federal, State & County funding reductions; and

WHEREAS, these cuts forced the district to reduce staff, cut programs, eliminate non-mandatory preschool and pause any expansion for career tech opportunities; and

WHEREAS, with the passage of Issue 5, necessary future cuts will be minimized, the district budget will be stabilized, and some programming and student supports will continue.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider for passage.

Admin Only (descrip. for agenda)

____ Reso. in support of Issue 5 for Lorain City Schools.

Attachments

Resolution

Form Review

Form Started By: Breanna Dull
Final Approval Date: 04/01/2026

Started On: 04/01/2026 03:25 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF ISSUE 5
FOR LORAIN CITY SCHOOLS**

WHEREAS, Lorain City Schools provide safe, secure school buildings, high-quality teaching, student support, and excellent educational opportunities from preschool through graduation; and

WHEREAS, Lorain City Schools recently faced a \$17 million budget shortfall due to Federal, State & County funding reductions; and

WHEREAS, these cuts forced the district to reduce staff, cut programs, eliminate non-mandatory preschool and pause any expansion for career tech opportunities; and

WHEREAS, with the passage of Issue 5, necessary future cuts will be minimized, the district budget will be stabilized, and some programming and student supports will continue.

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

SECTION I. This Council strongly endorses and supports the passage of Issue 5 for Lorain City Schools at the May Primary Election.

SECTION II. Council emphasizes that the passage of Issue 5 is vital to the students of the City of Lorain and their future.

SECTION III. The Clerk of Council shall forward a copy of this Resolution to the Lorain City Schools Board of Education and make it available to the public.

SECTION IV. 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 of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including ORC Section 121.22.

SECTION V. This Resolution shall take effect at the earliest period allowed by law.

Approved: _____, 2026

President of Council

Clerk of Council

Mayor



CITY OF LORAIN

City Council Committee & Regular Meeting

7. c.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A Resolution authorizing the Safety/Service Director, of the City of Lorain, Ohio to waive the requirement for the installation of city sidewalk at 2767 W. 21st Street. in the City of Lorain, Ohio.

PURPOSE AND BACKGROUND

The City of Lorain has a sidewalk requirement per Codified Ordinance 903.03, which mandates the installation of sidewalks when a hard surface driveway is installed on the project site. The City of Lorain Safety/Service Director recommends that the sidewalk requirement be waived for this area for the reason that sidewalks are not currently installed in this area. This waiver will not prohibit the future installation of an assessed sidewalk project.

RECOMMENDATION TO COUNCIL:

Consideration for passage.

Admin Only

____ Reso. auth the S/S Director to waive the request for installation of sidewalk at ~~1439 Meister Rd.~~ 2767 W. 21st Street.

Attachments

Ordinance

Form Review

Inbox

Carrion
Mayor Bradley
P. Riley
Elva Flowers (Originator)
Form Started By: Elva Martes
Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion
Jack Bradley
Michele Beko
Elva Martes

Date

03/31/2026 03:24 PM
03/31/2026 03:25 PM
03/31/2026 03:40 PM
03/31/2026 04:40 PM
Started On: 03/17/2026 11:21 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SAFETY/SERVICE DIRECTOR, OF THE CITY OF LORAIN, OHIO TO WAIVE THE REQUIREMENT FOR THE INSTALLATION OF CITY SIDEWALK AT 2767 W. 21ST STREET IN THE CITY OF LORAIN, OH.

WHEREAS, the City of Lorain currently has a sidewalk requirement per Codified Ordinance 903.03 which mandates the installation of sidewalks when a hard surface driveway is installed at a project site; and,

WHEREAS, the City of Lorain Safety/Service Director recommends that the sidewalk requirement be waived for this area for the reason that sidewalks are not currently installed in this area; and,

WHEREAS, if the City of Lorain deems it necessary to connect a sidewalk network to this area, it will be done through the assessment process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LORAIN, STATE OF OHIO:

SECTION I The Safety/Service Director is authorized to waive the sidewalk requirement as defined by Chapter 903.03 for the property to be built at 2767 W. 21st Street, Lorain, Ohio. This waiver will not prohibit the future installation of an assessed sidewalk project.

SECTION II 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 actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION III That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, Clerk

MAYOR

APPROVED: _____, 2026



CITY OF LORAIN

City Council Committee & Regular Meeting

7. d.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

PURPOSE AND BACKGROUND:

Bids were formally received on March 16, 2026. Ordinance No. 100-24 passed June 17, 2024, giving permission to apply for a grant and loan from the Ohio Public Works Commission which have been granted and approved in the amount of \$1,100,000.00. The city wishes to award contracts for OPWC Round 39 A, B and C to the lowest and best bidders.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Admin Only

___ Ord. auth the S/S DIrector to enter contracts for the rehab of certain roadways in connection with the OPWC Round 39 Contracts A, B and C.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$2,310,086.00
List of Funding Source and/or Account Number: OPWC GRANT/LOAN & 4010.C401.6300.2300
Estimate of Incoming Revenue (fees, grants, etc.): \$1,100,000.00
Financing Requirements (Bonds, Loans, Lease, etc.):

The Total Project Amount is \$2,310,863.00. The City of Lorain has been awarded grant/loan from OPWC in the amount \$1,100,000.00. The City's portion in an amount not to exceed \$1,210,863.00 to be paid from the Capital Improvement Local Roadway Rehab Fund 4010.C401.6300.2300.

Attachments

Ordinance

Form Review

Inbox

Carrion
Mayor Bradley
Harper
P. Riley

Reviewed By

Rey Carrion
Jack Bradley
Anita Harper
Patrick Riley

Date

03/31/2026 03:43 PM
03/31/2026 03:50 PM
04/01/2026 03:36 PM
04/01/2026 03:37 PM
Started On: 03/24/2026 02:50 PM

Form Started By: Elva Martes
Final Approval Date: 04/01/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO CONTRACTS WITH THE LOWEST AND BEST BIDDERS FOR THE REHABILITATION OF CERTAIN ROADWAYS IN CONNECTION WITH OHIO PUBLIC WORKS COMMISSION (OPWC) ROUND 39 CONTRACT A, CONTRACT B AND CONTRACT C.

WHEREAS, the listed roadways within the City of Lorain have failed and no longer meet proper standards of engineering for health, safety and economy for vehicular and pedestrian traffic; and,

WHEREAS, it is necessary to rehabilitate the following roadways as part of the current Local Roadway Rehabilitation Program:

Street Name	From Street Name	To Street Name
IOWA AVE	COLORADO AVE	BRIDGE DR
EASTLAWN ST	NEBRASKA AVE	NEW HAMPSHIRE AVE
W 16 ST	REID AVE	BROADWAY
W23RD ST	W 24TH ST	WASHINGTON AVE
QUEEN ANNE AVE	KINGSWAY DR	W 42ND PL
ASHLAND AVE	W 41ST ST	TOWER BLVD
ORCHARD HILL DR	BELMONT DR	APPLESEED DR
W 29 ST	REID AVE	LEXINGTON AVE
PACKARD DR	CAMDEN AVE	CHELSEA AVE
EDGEWOOD DR	W 35TH ST	W 37TH ST

WHEREAS, bids were formally taken for OPWC ROUND 39 – CONTRACT A, CONTRACT B and CONTRACT C on 3/16/2026; and,

WHEREAS, the City of Lorain through Ordinance No. 100-24 passed June 17, 2024, applied for a grant and loan from the Ohio Public Works Commission for Round 39 funds; and,

WHEREAS, the City of Lorain has received notification from the Ohio Public Works Commission that it has received a grant/loan in the amount of \$1,100,000; and,

WHEREAS, the City of Lorain will finance the project with the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300; and,

WHEREAS, the City of Lorain Department of Engineering has completed the necessary engineering and construction planning and has prepared all necessary construction plans and specifications for the project now on file in the City Engineering Department.

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

SECTION 1: That the Director of Public Safety/Service is hereby authorized to enter into contracts with the lowest and best bidders for the rehabilitation of certain roadways in connection with the Ohio Public Works Commission (OPWC) Round 39 for Contract A in an amount not to exceed **\$377,028**, which includes 10% contingency and OPWC Round 39 Contract B in an amount not to exceed **\$908,152**, which includes 10% contingency and OPWC Round 39 Contract C in an amount not to exceed **\$1,025,683**, which includes 10% contingency.

SECTION 2: That the project shall consist of complete pavement replacement, base pavement replacement, asphalt resurfacing, casting replacements, pavement markings, grading, seeding and mulching and other necessary appurtenances.

SECTION 3: That, the Auditor, is hereby authorized to fund this project by using the grant/loan from the Ohio Public Works Commission and the Capital Improvement – Local Roadway Rehab Fund 4010.C401.6300.2300.

SECTION 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 and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____, CLERK

APPROVED: _____, 2026

PRESIDENT OF COUNCIL

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. e.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO GIVE CONSENT TO THE DIRECTOR OF TRANSPORTATION TO PERFORM MOWING FOR THE NORTH SIDE OF STATE ROUTE 2 PID 116794, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND

The State has identified the need for a mowing contract for the north side of State Route 2 from Middle Ridge Rd. west approximately 3,500 ft. Being in the public interest, the City of Lorain gives consent to the Director of Transportation to completed said project. The City of Lorain will bear no financial responsibility of said project.

RECOMMENDATION TO COUNCIL:

Consideration for passage.

Admin Only

____ Ord. auth the S/S Director to give consent to the Director of Trans. to perform mowing for the north side of State Route 2.

Attachments

Ordinance

Exhibit A

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	03/31/2026 03:45 PM
Mayor Bradley	Jack Bradley	03/31/2026 03:49 PM
P. Riley	Michele Beko	03/31/2026 03:54 PM
Form Started By: Elva Martes		Started On: 03/27/2026 02:42 PM
Final Approval Date: 03/31/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO GIVE CONSENT TO THE DIRECTOR OF TRANSPORTATION TO PERFORM MOWING FOR THE NORTH SIDE OF STATE ROUTE 2 PID 116794, AND DECLARING AN EMERGENCY.

WHEREAS, the State has identified the need for the described project:
The proposed project is for the mowing contract for the north side of State Route 2 from Middle Ridge Rd. west approximately 3,500 feet; and,

WHEREAS, the mowing is currently scheduled to be done in Summer of 2027; and,

WHEREAS, being in the public interest, the City gives consent to the Director of Transportation to complete the above-described project, as it is more fully described in Exhibit A hereto.

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

SECTION I: That the Safety/Service Director is hereby authorized to give consent to the Ohio Department of Transportation to complete the mowing contract for the north side of State Route 2 from Middle Ridge Rd. west approximately 3,500 feet on the conditions that (1) the City of Lorain bear no financial responsibility for the cost of such mowing and (2) that the City shall bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.

SECTION II: That the Safety/Service Director shall and is hereby authorized to fulfill the City of Lorain's obligation to provide adequate maintenance for the described Project in accordance with all applicable state and federal law, provide ample financial provisions, as necessary for the maintenance of the described project and maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.

SECTION III: That if City owned utilities, within a corporation limited or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual. And, if other public and private utilities need to be relocated due to this ODOT project, they will not be reimbursed for relocation, with exceptions due to an easement, etc.

SECTION IV: That the Safety/Service Director of the City of Lorain is hereby empowered on behalf of the City of Lorain to enter into contracts with the Director of Transportation necessary to complete the above-described project, subject to further approval of Lorain City Council and the Law Director's Office.

SECTION V: 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 of any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION VI: This ordinance is hereby declared to be an emergency measure to expedite the highway project approval timeline and to promote highway safety. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor, providing that it meets the statutory requirements for passage otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____, CLERK

PRESIDENT OF COUNCIL

MAYOR

APPROVED: _____, 2026

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 116794

Project Name D03 MOW FY2027 (B)

The following _____ enacted by the City of Lorain of Lorain County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

Mowing

North side of SR 2 from Middle Ridge Road west approximately 3,500'

This project is currently scheduled to be constructed Summer of 2027.

NOW THEREFORE, be it ordained by the City of Lorain of Lorain County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Lorain is hereby empowered on behalf
(Contractual Agent)

of the City of Lorain to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 202____.
(Date)

Attested: _____
(Clerk)
(Officer of City- title)

Attested: _____
(Title)
(Mayor)

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

CERTIFICATE OF COPY
STATE OF OHIO
City of Lorain of Lorain County, Ohio

I, _____, as Clerk of the City of Lorain of Lorain County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Lorain on this ____ day of _____, 202__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 202__,

(SEAL)
(If Applicable)

Clerk Signature
City of Lorain of Lorain County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Lorain of Lorain County, Ohio

Attest: _____, Date

Contractual Officer



CITY OF LORAIN

City Council Committee & Regular Meeting

7. f.

Meeting Date: 04/06/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE TO VACATE A PORTION OF AN ALLEY (16 FEET IN WIDTH) FROM THE EAST RIGHT OF WAY LINE OF EAST AVENUE, EXTENDING 165 FEET TO THE EAST, AS DEPICTED IN EXHIBIT A, ATTACHED HERETO.

PURPOSE AND BACKGROUND

A Petition signed by the owners representing 100% of the frontage of property abutting an alley (16 feet in width) from the east right-of-way of East Avenue, extending 165 feet to the east was submitted requesting this alley be vacated.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Admin Only

___ Ord. to vacate a portion of an alley from the east right of way line of East Ave., extending 165 feet to the east.

Attachments

Ordinance
Exhibit A
Petition

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	03/31/2026 03:46 PM
Mayor Bradley	Jack Bradley	03/31/2026 03:49 PM
P. Riley	Michele Beko	03/31/2026 03:54 PM
Form Started By: Elva Martes		Started On: 03/31/2026 03:01 PM
Final Approval Date: 03/31/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF AN ALLEY (16 FEET IN WIDTH) FROM THE EAST RIGHT OF WAY LINE OF EAST AVENUE, EXTENDING 165 FEET TO THE EAST, AS DEPICTED IN EXHIBIT A, ATTACHED HERETO.

WHEREAS, the above-described alley lies in the City of Lorain as depicted in Exhibit A, attached hereto, and made a part hereof by reference; and,

WHEREAS, a petition signed by 100% of the owners of property abutting a portion of said alley (16 feet in width) as described above, was duly presented to Council praying that said portion of said alley be vacated, copy attached, incorporated herein as Exhibit A; and,

WHEREAS, pursuant to Revised Code 723.04, Lorain City Council for good cause may, by ordinance, vacate an alley for good cause when vacating an alley is not detrimental to the general interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, COUNTY OF LORAIN, STATE OF OHIO:

SECTION I: That a portion of an alley, as described in Exhibit A hereto, be and the same is hereby vacated, subject however to the reservation that the City of Lorain, Ohio reserves to itself and others, easement rights to construct or maintain sewer lines, water lines, gas lines, electric conduits, telephone and electric pole lines and other similar facilities under, on, or above said alley whenever deemed necessary by the City of Lorain, Ohio.

SECTION II: That each one-half of said alley will revert to the respective abutting property owners on each side of said alley.

SECTION III: That pursuant to Revised Code 723.041, any affected railroad or public utility shall be and is hereby deemed to have a permanent easement in such vacated portion of the alley herein vacated for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

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

SECTION V: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____, **CLERK**

APPROVED: _____, 2026

PRESIDENT OF COUNCIL

MAYOR

EXHIBIT A



PETITION TO VACATE

A PETITION TO VACATE A PORTION OF AN ALLEY (16 FEET IN WIDTH) FROM THE EAST RIGHT OF WAY LINE OF EAST AVENUE, EXTENDING 165 FEET TO THE EAST, AS DEPICTED IN EXHIBIT A ATTACHED HERETO.

To the Honorable City Council
City of Lorain, Ohio

Honorable Members:

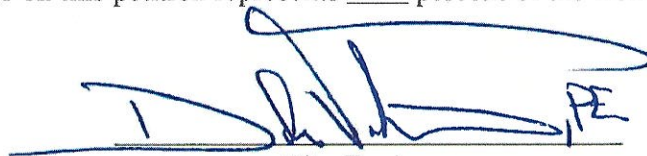
We, the undersigned property owners whose properties abut the portion of alley as described above, do hereby respectfully petition your Honorable Body to declare said portion of alley vacated with reservations as stated below, as it is no longer needed for the purpose of a public alley.

It is understood and agreed by the undersigned parties that if the above petition is granted, and the said portion of alley is declared vacated, that the City of Lorain, Ohio reserves to itself and others, easement rights to construct or maintain sanitary sewer conduits, storm sewer conduits, water conduits, gas conduits, electric conduits, fire alarm system conduits, telephone and electric pole transmission lines and other similar facilities under, or above said alley whenever deemed necessary. It is also agreed that each one half of the alley will revert to the respective abutting owners.

NOTE: The signature of only one of the legal owners to the permanent parcel of land is required to qualify the parcel for this petition. All the legal owners should sign whenever possible however, each must sign individually and on separate lines. The signatures of Mr. and Mrs. J. Doe or John and Mary Doe, etc., are not acceptable. Property under transfer or land contract should be signed by both the Seller (Grantor) and the Purchaser (Grantee). All signatures should be in ink. Opposite the signature, designate the lot number and Street frontage.

ENGINEER'S CERTIFICATION

The signed frontage on this petition represents 100 percent of the frontage between the points named.



City Engineer
City Engineering Dept.

To Council: _____

Date

C: FN 292A

PETITION TO VACATE A PORTION OF AN ALLEY

Owner	Address	Parcel No.	Signature	Frontage (IN FEET)
HARRIS THOMAS R SR & HARRIS PATRICIA A	EAST AVE.	0200093109020	<i>Thomas R Harris SR Patricia A. Harris</i>	165
GODSON JAMES W JR. & COLE ELLA	EAST AVE.	0200093109021	<i>James James J</i>	185
<i>Cole Ellen</i>				



CITY OF LORAIN

City Council Committee & Regular Meeting

7. g.

Meeting Date: 04/06/2026

Submitted by: Evelisse Atkinson, Planning & Zoning Administrator

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE APPROVING THE PROPOSED PRELIMINARY PLAN FOR THE COTTAGES AT LIGHTHOUSE POINT DEVELOPMENT IN THE CITY OF LORAIN, OHIO

PURPOSE AND BACKGROUND

A Preliminary Development Plan proposing 57 duplex (114 units) owner-occupied homes in a PLanned Unit Development (PUD).

RECOMMENDATION TO COUNCIL:

Consider for passage

Admin Only

___ Ord. approving the proposed Preliminary Development Plan for the Cottages at Lighthouse Point Development.

Attachments

Ordinance PDP 01-2026
Exhibit A-I

Form Review

Inbox	Reviewed By	Date
M. Kuszniir	Matt Kuszniir	03/30/2026 02:04 PM
Carrion	Rey Carrion	03/31/2026 03:39 PM
Mayor Bradley	Jack Bradley	03/31/2026 03:50 PM
P. Riley	Michele Beko	03/31/2026 03:54 PM
Form Started By: Evelisse Atkinson		Started On: 03/23/2026 05:03 PM
Final Approval Date: 03/31/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PROPOSED
PRELIMINARY PLAN FOR THE COTTAGES AT
LIGHTHOUSE POINT DEVELOPMENT IN THE CITY OF
LORAIN, OHIO

WHEREAS, the Lorain City Planning Commission, at their meeting of February 4, 2026, reviewed and recommended that the proposed Preliminary Plan for the Cottages at Lighthouse Point development located on Jaeger Rd. Permanent Parcel Numbers 02-02-009-101-089 and 02-02-008-107-061, Lorain, be approved; and,

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

SECTION I. That Lorain City Council hereby approves the proposed Preliminary Plan for the Cottages at Lighthouse Point development as recommended by the Lorain Planning Commission, a copy of said plan being attached hereto and marked Exhibit A-I and fully incorporated herein.

SECTION II. That Lorain City Council hereby directs the Building Inspector to issue building permits only in accordance with this proposed Preliminary Plan.

SECTION III. 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 actions were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION IV. Except as otherwise provided herein, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2026

MAYOR



The City of Lorain, Ohio
Division of Building, Housing, and Planning
Rey Carrion, Safety Service Director

Jack W. Bradley, Mayor

February 5, 2026

Honorable Members of Council
City Hall- First Floor
200 West Erie Avenue
Lorain, OH 44052

Re: P.D.P. 01-2026, (Previously held in abeyance) Submission for Planning Commission's review and consideration, a Preliminary Development Plan for residential new construction, in a PUD-Planned Unit Development district, Chapter 1131 and Section 1145 Site Development Plans located at, PPN's 02-02-009-101-089 and 02-02-008-107-061. Kevin Hoffman, Polaris Engineering & Surveying, (agent) applicant.

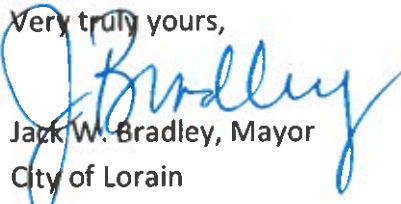
Honorable Members of Council:

The Lorain Planning Commission met in regular session on February 4, 2026, and considered the above referred to item.

After due consideration, it was regularly moved and supported to recommend approval, to Lorain City Council.

Motion Carried: 5 Ayes 0 Nays

Very truly yours,


Jack W. Bradley, Mayor
City of Lorain

cc: Safety/Service Director
Law Department
Engineering Department
Clerk of Council
File



Jack Bradley
Mayor

CITY OF LORAIN

PLANNING COMMISSION



PDP 01-2026

FDP _____

APPLICATION FOR DEVELOPMENT PLAN SUBMISSION

APPLICATION IS HEREBY MADE TO THE PLANNING COMMISSION OF THE CITY OF LORAIN, OHIO FOR DEVELOPMENT PLAN APPROVAL, CHAPTER 1145.

PLEASE CHECK ONE:

PRELIMINARY DEVELOPMENT PLAN: (required for Mixed-Use and Planned Unit Developments)

FINAL DEVELOPMENT PLAN:

OWNER OR AGENT NAME: Agent - Kevin Hoffman - Polaris Engineering & Surveying, Inc.

ADDRESS OF OWNER: 34600 Chardon Road, Suite D

CITY: Willoughby Hills STATE: OH ZIP CODE: 44094

PHONE: 440-944-4433 x102 EMAIL: kevinh@polaris-es.com

PROPERTY ADDRESS or PPN: PPN 0202009101089 & 0202008107061

CITY: Lorain STATE: OH ZIP CODE: 44053

BRIEF DESCRIPTION OF PROJECT: _____

Proposing 57 Duplex Units (114 total Units) Development with Public Road

ZONING DISTRICT: PUD


APPLICANT'S SIGNATURE

12/12/25
DATE

APPROVED	
_____ CHAIRMAN, CITY OF LORAIN PLANNING COMMISSION	_____ DATE
FOR OFFICE USE ONLY	



Polaris Engineering & Surveying

34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

December 12, 2025

City of Lorain, Building, Housing & Planning
Attn: Evelisse Atkinson, Planning & Zoning Administrator
200 West Erie Ave., 5th Floor
Lorain, OH 44052

RE: Lighthouse Pointe – Amended PUD Preliminary Plan

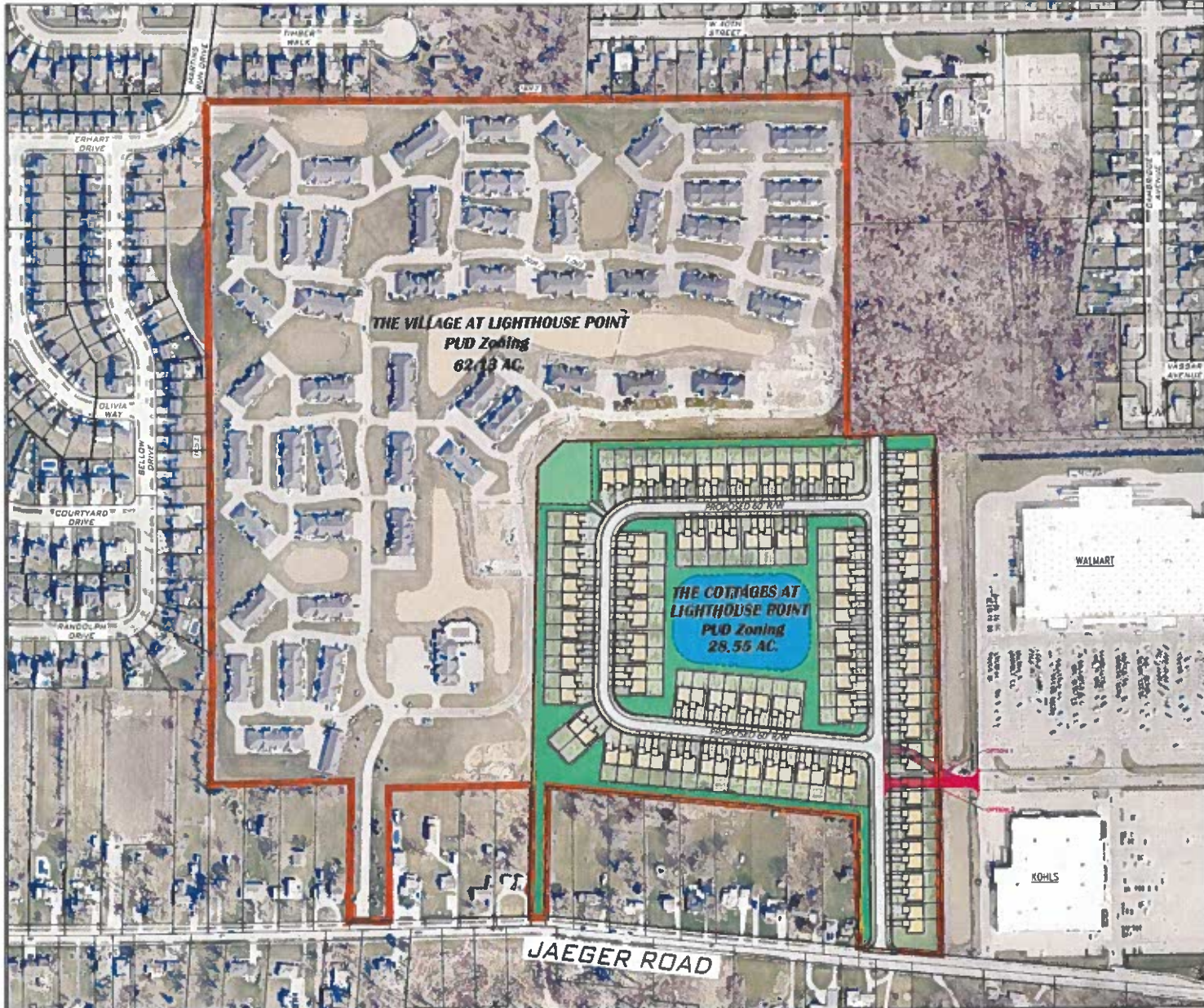
Ms. Atkinson,

On behalf of my client, Robert Benjamin of Claridon-Chardon Development, LLC please find the attached application for the Amended PUD Preliminary Plan for Lighthouse Pointe. This plan is being amended to propose 57 duplex buildings (114 total units) on the remaining 28.55 acres of vacant land owned by Jovic, LLC. This sub-development will be referred to as The Cottages at Lighthouse Point. The proposed duplex buildings will be ranch-style dwellings (with basements) and will be platted on fee simple sublots. The dwellings will front onto a proposed 60 public right of way, and the roadway will be constructed to city standard specifications. Approximately 7.41 acres of open space will be provided which is in excess of the 20% requirement. We look forward to presenting this plan to the commission.

Respectfully,

A handwritten signature in black ink that reads "Kevin T. Hoffman".

Kevin T. Hoffman, P.E.
Polaris Engineering & Surveying, Inc.



VICINITY MAP
(N.T.S)



PROPERTY OWNER:
 Jovic, LLC
 1451 Meister Road
 Lorain, OH 44053
 PHONE: 440-759-2920
 CONTACT: Anthony Giardini

DEVELOPED BY:
 Claridon-Chardon Real Estate
 Development, LLC
 38270 McDowell Dr.
 Solon, OH 44139
 PHONE: (216) 410-3485
 CONTACT: Robert Benjamin

**LIGHTHOUSE POINT
 AMENDED PUD**

CITY OF LORAIN - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.
 1440 CHARDON ROAD - SUITE 20
 WILLOUGHBY HILLS, OHIO 44094
 www.polaris-es.com



**OVERALL
 DEVELOPMENT PLAN
 FOR
 AMENDED PUD**

PREPARED FOR:
 Claridon-Chardon
 Real Estate Development, LLC
 PHONE: (216) 410-3485
 CONTACT:
 ROBERT BENJAMIN

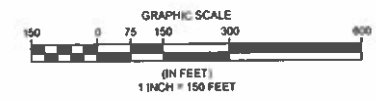
CONTRACT NO.

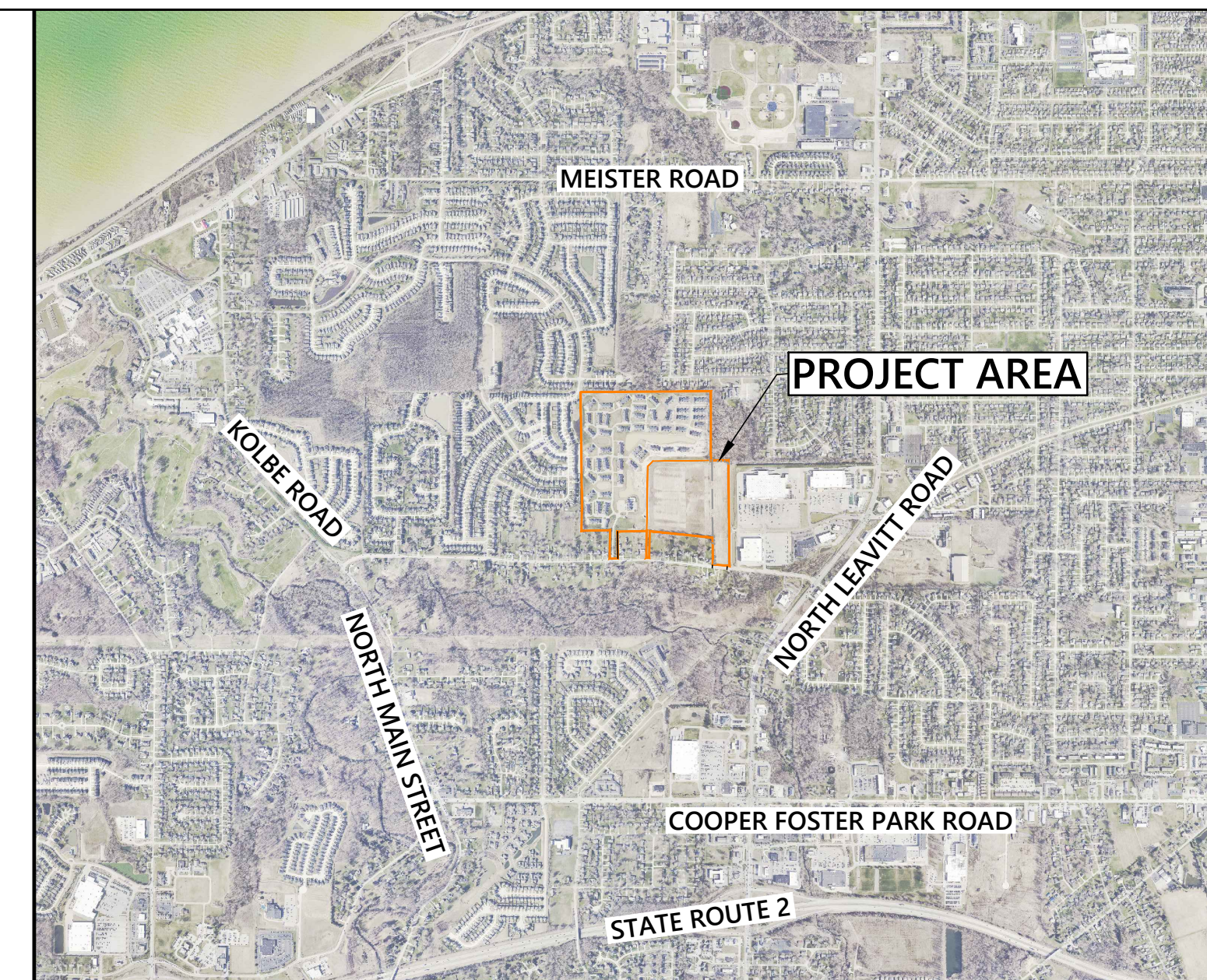
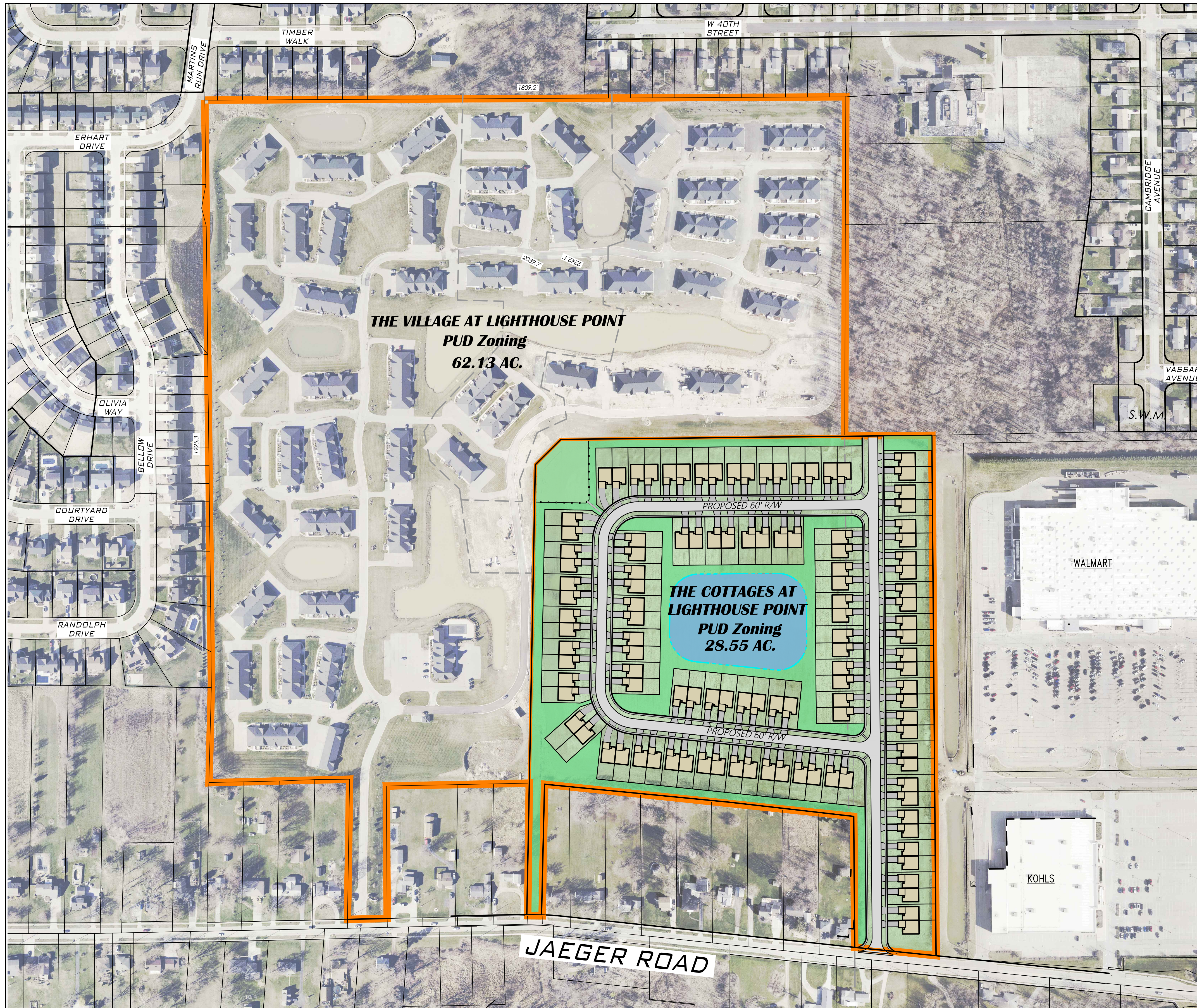
25134

SHEET	OF
01	03

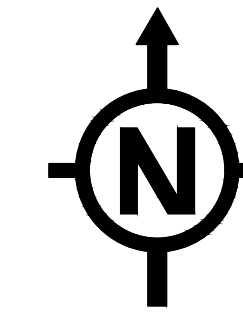
REV. No.	DATE	BY	DATE: 3/27/23	DRAWN: KTH
			SCALE: HOR. 1"=150' VERT. 1"=50'	
			FOLDER: 2023/03/27/23	
			FILENAME: 25134 Preliminary Plan	
			TAB: 01-Overall	
			CHKD. BY: MFS	
			BASE. BY: JSM	

NOTE:
 EXISTING TOPOGRAPHIC AND SURROUNDING PARCEL INFORMATION
 SHOWN IS PER LORAIN COUNTY GIS DATA. POLARIS ENGINEERING AND
 SURVEYING, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF
 THE TOPOGRAPHIC AND SURVEY INFORMATION SHOWN ON THIS PLAN





VICINITY MAP
(N.T.S)



PROPERTY OWNER:
 Jovic, LLC
 1451 Meister Road
 Lorain, OH 44053
 PHONE: 440-759-2920
 CONTACT: Anthony Giardini

DEVELOPED BY:
 Claridon-Chardon Real Estate
 Development, LLC
 38270 McDowell Dr.
 Solon, OH 44139
 PHONE: (216) 410-3485
 CONTACT: Robert Benjamin

**LIGHTHOUSE POINT
AMENDED PUD**

CITY OF LORAIN - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.
 34600 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433
 www.polaris-es.com



**OVERALL
DEVELOPMENT PLAN
FOR
AMENDED PUD**

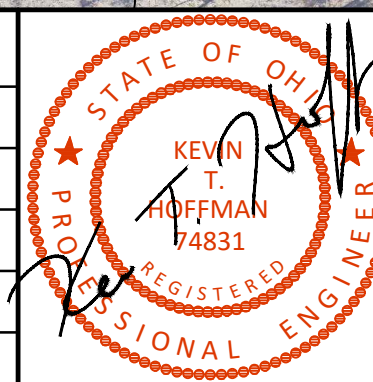
PREPARED FOR:
 Claridon-Chardon
 Real Estate Development, LLC
 PHONE: (216) 410-3485
 CONTACT:
 ROBERT BENJAMIN

CONTRACT No.

25134

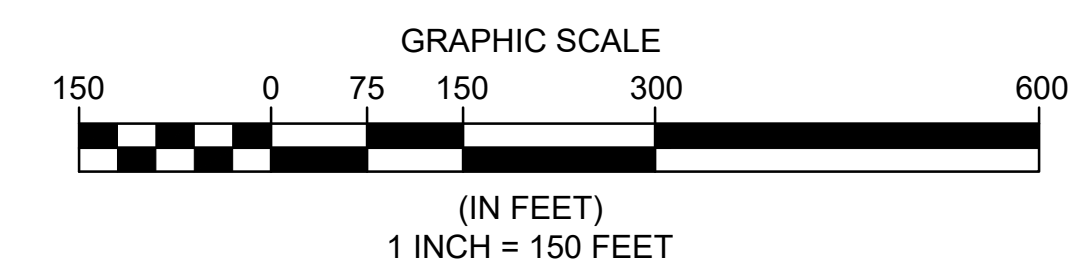
SHEET	OF
01	03

REV. No.	DATE	BY



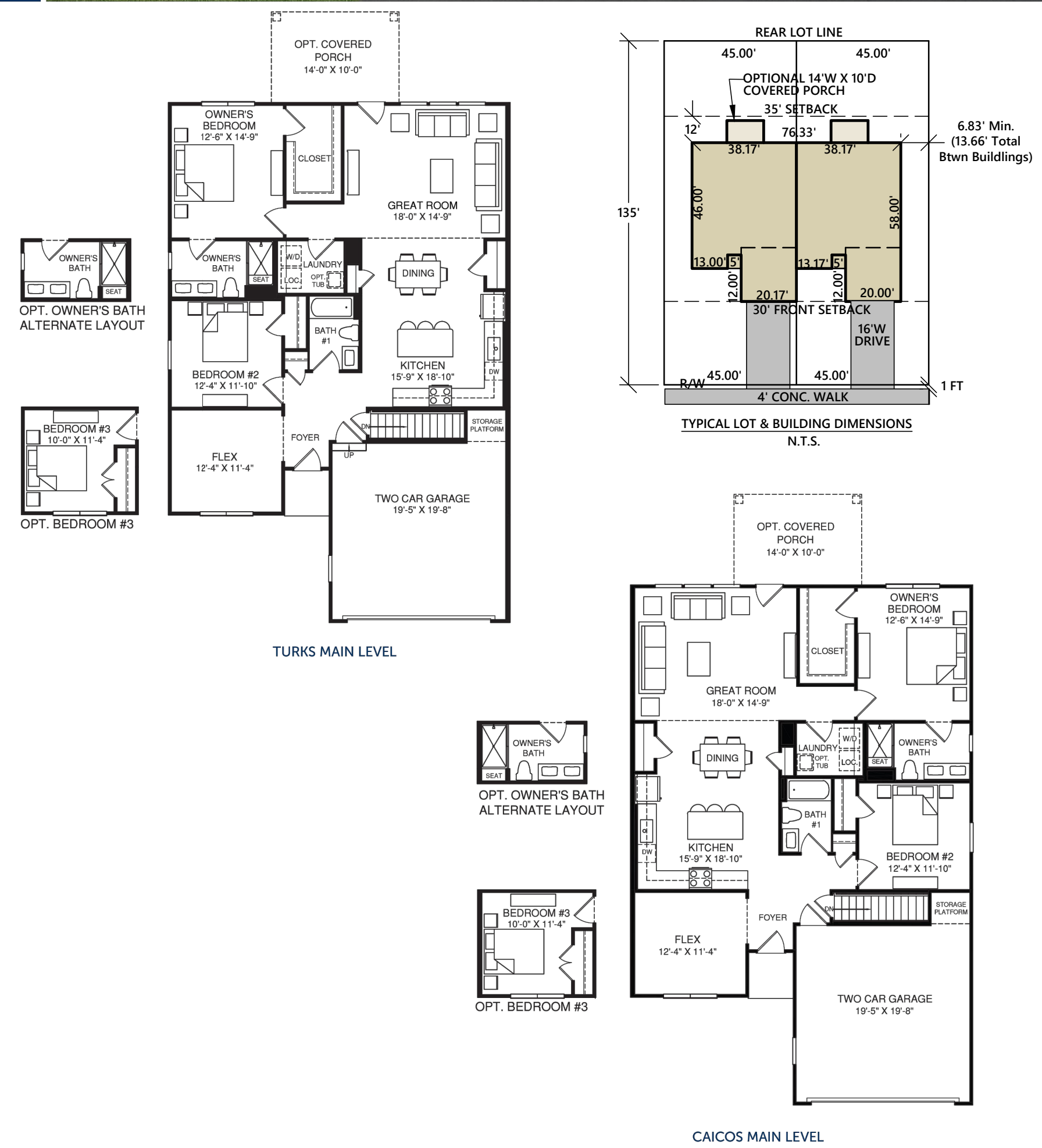
DATE: 12/12/25 DRAWN: KTH
 SCALE: HOR. 1"=150' VERT. N/A
 FOLDER: DWG/Concept Planning
 FILENAME: 25134 Preliminary Plan
 TAB: 01-Overall
 BNDY. BY: MPS
 BASE. BY: SRB

NOTE:
 EXISTING TOPOGRAPHIC AND SURROUNDING PARCEL INFORMATION SHOWN IS PER LORAIN COUNTY GIS DATA. POLARIS ENGINEERING AND SURVEYING, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE TOPOGRAPHIC AND SURVEY INFORMATION SHOWN ON THIS PLAN.



SITE INFORMATION:
PROJECT AREA = 28.5549 Ac.
CURRENT & PROP. ZONING = PUD
OPEN SPACE REQUIRED = 5.71 Ac. (20%)
OPEN SPACE PROVIDED 7.41 Ac. (25.9%)
RIGHT OF WAY PROVIDED = 4.75 AC.
57 DUPLEX BUILDINGS SHOWN = 114 TOTAL UNITS
DENSITY = 3.99 UNITS/AC
ROADWAY - ±3250 LF OF 27' WIDE PAVEMENT (BTWN BACK OF CURBS)

TURKS/CAICOS



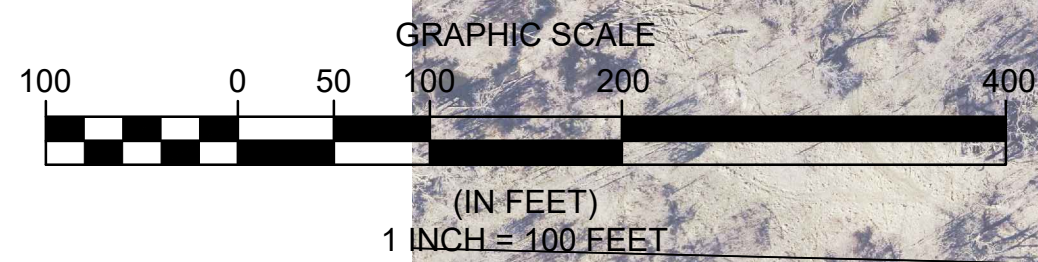
PARCEL CURVE TABLE - Rec./Msd.

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	41.04'	830.00'	2°49'59"	41.04'	N89°05'01"W	20.52'

NOTE:
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REV. No.	DATE	BY

DATE: 12/12/25 DRAWN: KTH
 SCALE: HOR. 1"=100' VERT. N/A
 FOLDER: DWG/Concept Planning
 FILENAME: 25134 Preliminary Plan
 TAB: 02-Prelim
 BNDY. BY: MPS
 BASE. BY: SRB



**LIGHTHOUSE POINT
 AMENDED PUD**

CITY OF LORAIN - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.
 34600 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433
 www.polaris-es.com



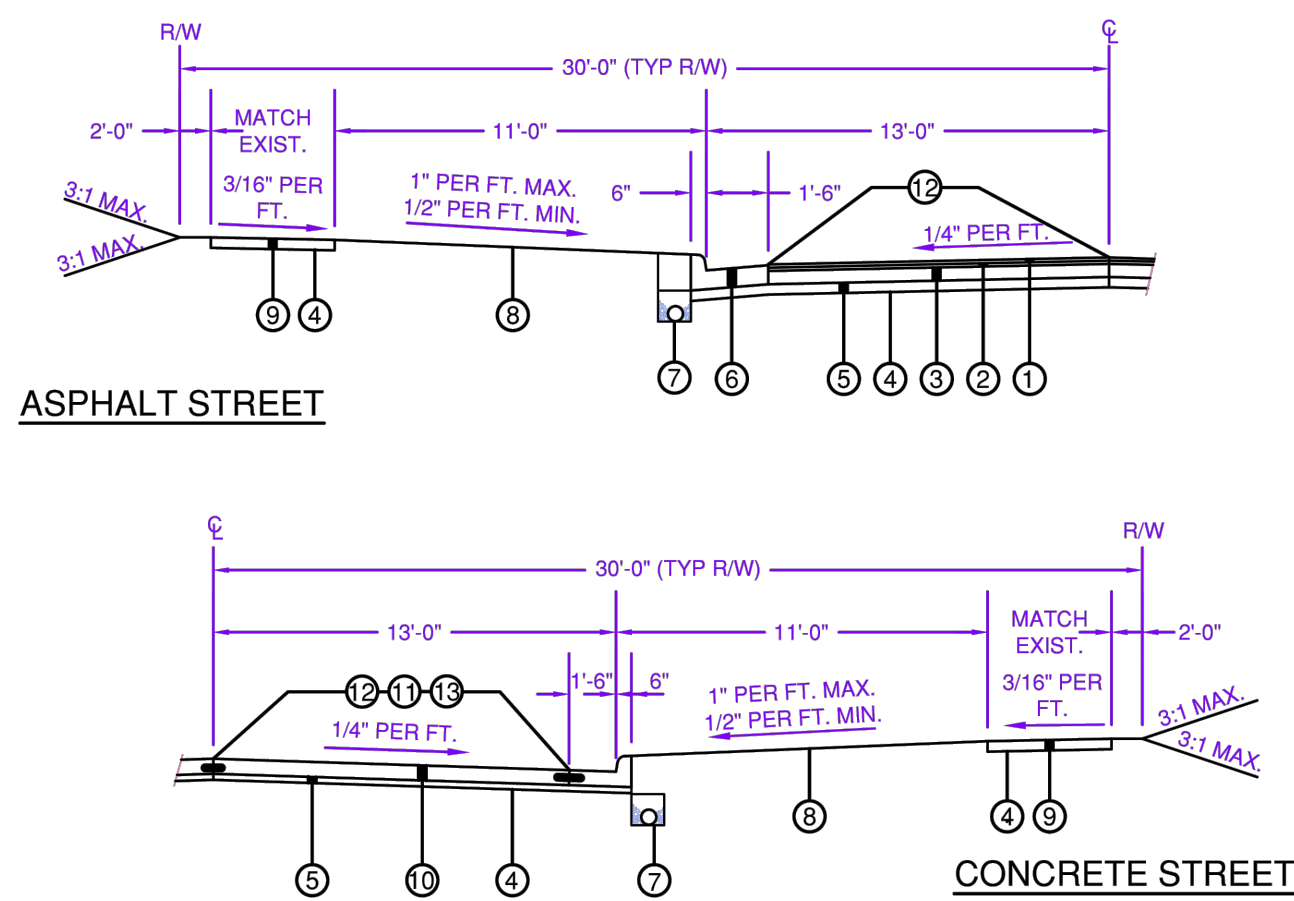
**THE COTTAGES
 AT LIGHTHOUSE POINT
 PRELIMINARY SITE PLAN**

PREPARED FOR:
 Claridon-Chardon
 Real Estate Development, LLC
 PHONE: (216) 410-3485
 CONTACT:
 ROBERT BENJAMIN

CONTRACT No.

25134

SHEET OF
 02 03



- LEGEND**
- 1 ITEM 441 1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22 (10% RAP MAX)
 - 2 ITEM 441 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22 (35% RAP MAX)
 - 3 ITEM 301 9" ASPHALT CONCRETE BASE
 - 4 ITEM 204 SUBGRADE COMPACTION AND PROOF ROLLING
 - 5 SUBBASE: ASPHALT 4" 304 LIMESTONE
 - 6 ITEM 609 24" CONCRETE CURB & GUTTER, MODIFIED TYPE 2, CLASS QC 1
 - 7 ITEM 605 4" UNDERDRAINS (SEE DETAIL PV-3.0)
 - 8 ITEM 659 SEEDING AND MULCHING
 - 9 ITEM 608 4" CONCRETE SIDEWALK 6" DRIVE APPROACH AND 6" SIDEWALK BEHIND APPROACH, 6" CURB RAMPS
 - 10 ITEM 452 8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT WITH TYPE 2A INTEGRAL CURB, CLASS QC 1
 - 11 ITEM 451.09 LONGITUDINAL & TRANSVERSE JOINTS PER ODOT SCD BP-2.1 AND 2.2; SAW CUT TRANSVERSE JOINTS ON 15' CENTERS AND AT RE-ENTRY CORNERS; #5 X 30" TIE BAR @ 30" C/C FOR LONGITUDINAL JOINTS
 - 12 ITEM 451.16/705.04 JOINT SEALING: LONGITUDINAL, TRANSVERSE AND CURB & GUTTER JOINTS; 2" TO 4" BAND WHEN SEALING ASPHALT
 - 13 ITEM 451.09 PAVEMENT GUTTER REINFORCING STEEL: SAW CUT; #5 X 30" TIE BAR @ 30" C/C PER ODOT SCD BP-2.1

- NOTES**
- VERTICAL 6" CURB ROADWAY STANDARDS ARE AS FOLLOWS: TRAVEL LANE = 26" MINIMUM. BOC TO BOC 27" MINIMUM.
 - ROLLED 4" CURB ROADWAY STANDARDS ARE AS FOLLOWS: TRAVEL LANE = 26" MINIMUM. BOC TO BOC 27" 4" MINIMUM.
 - ADDITIONAL CURB DESIGNS CAN BE FOUND ON PV 5.0 AND PV 5.1.
 - CONCRETE SPECIFICATIONS: QC1P: ROADWAY; QCMS: BOXOUTS, DRIVEWAYS, SIDEWALK WITHIN DRIVEWAY; QC1 OR QC MISC: WALK AND CURB RAMPS.

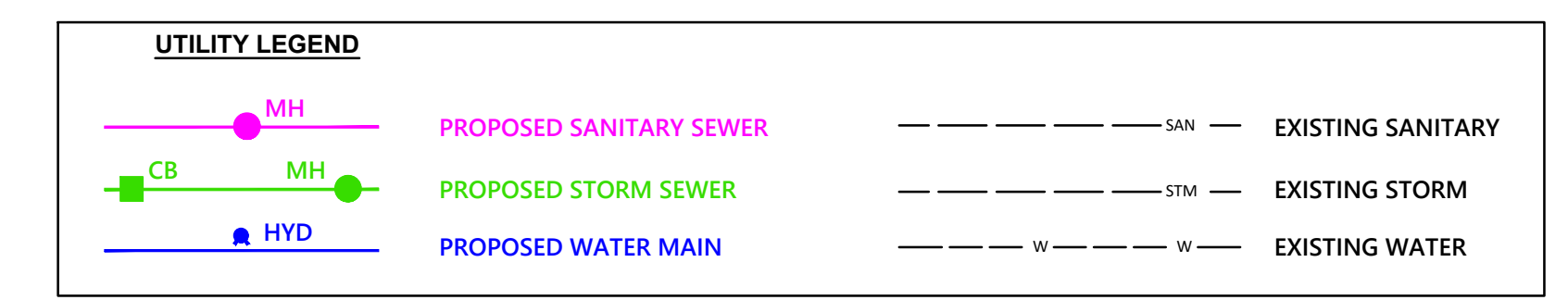
NOTE 1: THIS DETAIL IS VALID ONLY WHEN USED AS PRESENTED HERE, WITHOUT CHANGES, AND IN CONJUNCTION WITH ANY GENERAL NOTES AND/OR OTHER DETAILS WHICH MAY APPLY. ANY CHANGES TO THIS DETAIL SHALL FIRST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

NOTE 2: BEFORE ANY EXCAVATING, CALL THE FOLLOWING NUMBER AT LEAST 48 HOURS IN ADVANCE: O.U.P.S. @ (800) 382-2784

NO.	DATE	REVISION	NO.	DATE	REVISION
2	02/12/2016		11	03/04/2020	LEGEND NO. 12 REV.
4	04/18/2017		13	04/26/2022	CROSS SLOPE REV.
7	01/01/2018		13	07/28/2022	CONC. SUBBASE DEPTH
10	06/20/2019	NO. 4 CHANGED			
11	02/05/2020	DETAIL NO. 12 REVISED			
11	02/12/2020	SIDEWALK WIDTH REV.			

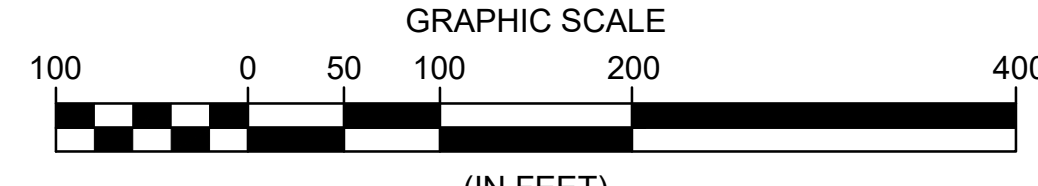
City of Lorain
200 West Erie Avenue Lorain, Ohio 44052
Phone: (440) 204-2003

**STANDARD DESIGNS
PAVEMENT
TYPICAL STREET-RESIDENTIAL**
PV-2.0



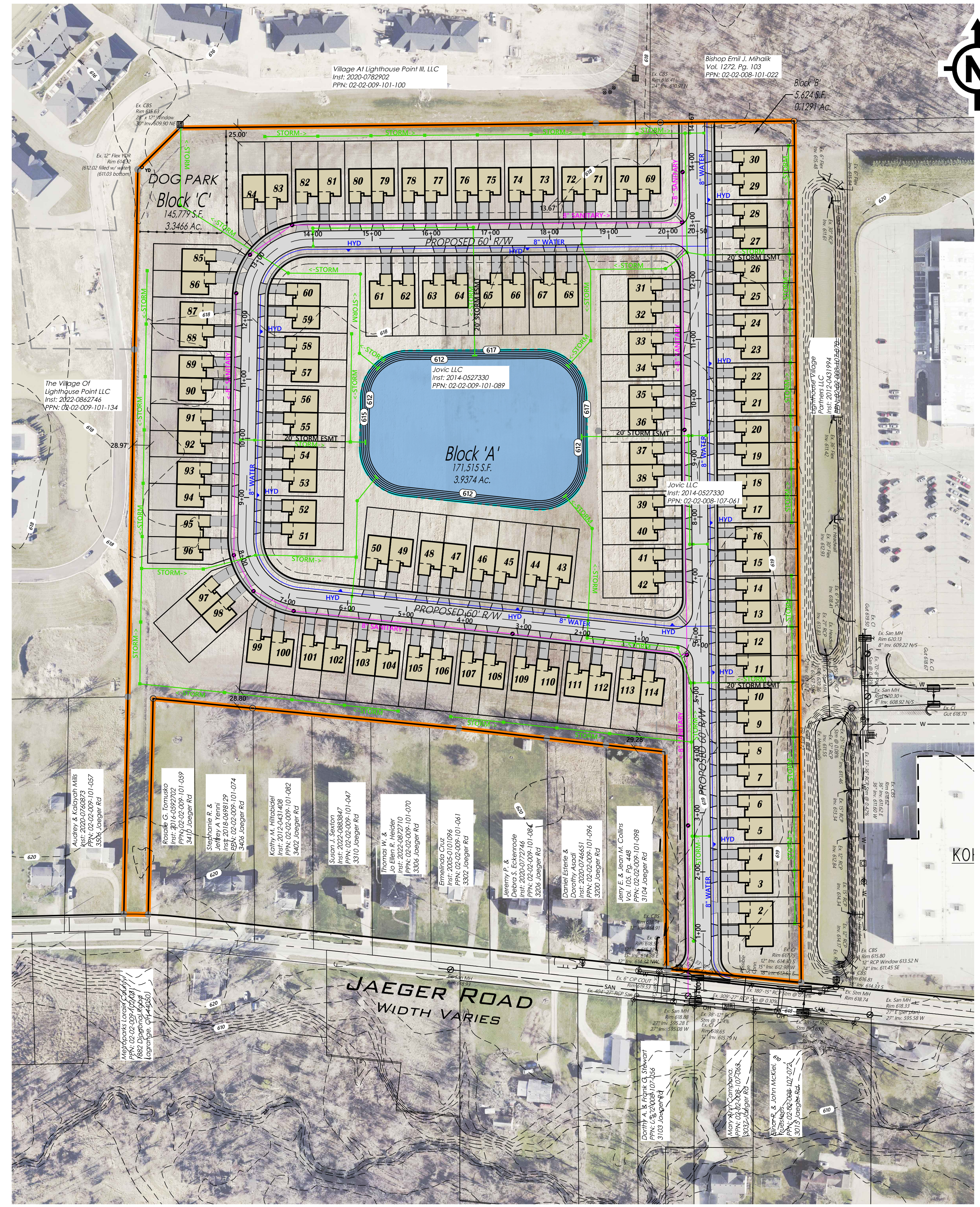
- SYMBOL LEGEND**
- Ex. Clean Out
 - Ex. Catch Basin
 - Prop. Catch Basin
 - Ex. Yard Drain
 - Ex. Manhole
 - Ex. Storm Manhole
 - Prop. Storm Manhole
 - Ex. Sanitary Manhole
 - Prop. Sanitary Manhole
 - Prop. Curb Inlet
 - Ex. Curb Inlet
 - Ex. Storm Inlet MH
 - Ex. Gas Meter
 - Ex. Gas Valve
 - Ex. Gas Marker
 - Ex. Water Valve
 - Ex. Water Meter
 - Ex. Fire Hydrant
 - Prop. Hydrant
 - Prop. WL Valve
 - Well
 - Ex. Telephone Box
 - Ex. Electrical Box
 - Ex. Power Transformer
 - Cable TV Box
 - Ex. Power Pole
 - Ex. Light Power Pole
 - Ex. Yard Light
 - Ex. Guy Wire
 - Ex. Light Pole
 - Prop. Light Pole
 - Traffic Signal Pole
 - Traffic Signal Box
 - Ex. Tree
 - Ex. Pine Tree
 - Ex. Bush
 - Ex. Stump
 - Ex. Mailbox
 - Ex. Sign
 - Electrical Outlet
 - Ex. Monument Box
 - Irrigation Valve
 - Sprinkler Control Box
 - Sprinkler Head
 - Test Bore
 - Guard Post

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REV. NO.	DATE	BY	DESCRIPTION

DATE: 12/12/25 DRAWN: KTH
SCALE: HOR. 1"=100' VERT. N/A
FOLDER: DWG/Concept Planning
FILENAME: 25134 Preliminary Plan
TAB: 03-Utility
BDY. BY: MPS
BASE. BY: SRB



**LIGHTHOUSE POINT
AMENDED PUD**

POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433
www.polaris-es.com



**THE COTTAGES
AT LIGHTHOUSE POINT
PRELIMINARY PLAN**

PREPARED FOR:
Claridon-Chardon
Real Estate Development, LLC
PHONE: (216) 410-34895
CONTACT:
ROBERT BENJAMIN

CONTRACT NO. 25134

SHEET	OF
03	03



Polaris Engineering & Surveying

34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

December 12, 2025

**RE: Lighthouse Point Amended PUD Preliminary Plan
The Cottages at Lighthouse Point – Adjoining Owners:**

The Village Of
Lighthouse Point LLC
PPN: 02-02-009-101-100 & 134
3600 Jaeger Road
Lorain, OH 44053

Bishop Emil J. Mihalik
PPN: 02-02-008-101-022
2711 W.40th Street
Lorain, OH 44053

Lighthouse Village
Partners LLC
PPN: 02-02-008-107-070
Lorain, OH 44053

Elinor R. & John McKiel, Trustees
PPN: 02-02-008-107-072
3015 Jaeger Rd.
Lorain, OH 44053

Mary Ann Campana,
PPN: 02-02-008-107-063
3037 Jaeger Rd
Lorain, OH 44053

Dorothy A. & Frank G. Stewart
PPN: 02-02-008-107-056
3103 Jaeger Rd
Lorain, OH 44053

Metroparks Lorain County
PPN: 02-02-009-102-031
1882 Diagonal Road
Lagrange, OH 44050

Jerry E. & Jean M. Collins
PPN: 02-02-009-101-098
3104 Jaeger Rd
Lorain, OH 44053

Daniel Esterle &
Dorothy Asadi
PPN: 02-02-009-101-096
3200 Jaeger Rd
Lorain, OH 44053

Jeremy P. &
Debra S. Eckenrode
PPN: 02-02-009-101-084
3206 Jaeger Rd
Lorain, OH 44053

Ermelinda Cruz
PPN: 02-02-009-101-061
3302 Jaeger Rd
Lorain, OH 44053

Thomas W. &
Jo Ellen R. Heider
PPN: 02-02-009-101-070
3306 Jaeger Rd
Lorain, OH 44053

Susan J. Sexton
PPN: 02-02-009-101-047
3310 Jaeger Rd
Lorain, OH 44053

Kathy M. Hiltabidel
PPN: 02-02-009-101-082
3402 Jaeger Rd
Lorain, OH 44053

Stephanie R. &
Jeffrey A Yenni
PPN: 02-02-009-101-074

3406 Jaeger Rd
Lorain, OH 44053

Rosalie G. Tomusko
PPN: 02-02-009-101-059
3410 Jaeger Rd
Lorain, OH 44053

Audrey & Kalayah Mills
Inst: 2020-0760873
PPN: 02-02-009-101-057
3506 Jaeger Rd
Lorain, OH 44053



CITY OF LORAIN

City Council Committee & Regular Meeting

7. h.

Meeting Date: 04/06/2026

Submitted by: Andrea Smith

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN TO ENTER INTO A DISPOSITION AGREEMENT FOR THE TRANSFER OF THE REAL PROPERTY DESCRIBED ON EXHIBIT A TO THE LORAIN COUNTY PORT AUTHORITY AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND

WHEREAS, pursuant to Section 4582.22 of the Ohio Revised Code, the Lorain County Port Authority, an instrumentality of the State of Ohio conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for development within the jurisdiction of the City of Lorain by Ordinance No. 8706 of the Council of the City of Lorain, adopted May 4, 1964; and

WHEREAS, pursuant to Ohio Revised Code Section 4502.38, the City of Lorain is authorized to convey real property to the Lorain County Port Authority upon terms that are mutually agreeable; and

WHEREAS, pursuant to Ohio Revised Code Section 4582.38, the City of Lorain has determined that the real property described in Exhibit A, that is attached hereto and incorporated herein by reference, is not needed for municipal purposes; and

WHEREAS, the Lorain County Port Authority desires to have the real property described in Exhibit A for the purpose of transferring the property to the Lorain County Community Action Agency for the continued operations of a licensed Head Start day care and administrative offices; and

WHEREAS, the City of Lorain desires to convey the real property described in Exhibit A to the Lorain County Port Authority upon the terms and conditions set forth in the Disposition Agreement that has been marked as Exhibit B, is attached hereto and incorporated herein by reference (the "Disposition Agreement"); and

WHEREAS, the Lorain County Community Action Agency has been in a longstanding lease with the City of Lorain, and the transfer will result in the continued use of the real property described in Exhibit A, for the benefit of the citizens of Lorain.

RECOMMENDATION TO COUNCIL:

Ordinance- Consider for passage.

Admin Only

____ Ord. auth the S/S Director to enter into a disposition agreement for the transfer of property described on ex. A to the Lorain Port Authority.

Attachments

Ordinance
 Exhibit A
 Exhibit B

Form Review

Inbox

M. Kusznr
 Andrea Smith (Originator)
 M. Kusznr
 Carrion
 Mayor Bradley
 P. Riley
 Andrea Smith (Originator)
 M. Kusznr
 Andrea Smith (Originator)
 M. Kusznr
 Carrion
 Mayor Bradley
 P. Riley
 Form Started By: Andrea Smith
 Final Approval Date: 03/31/2026

Reviewed By

Matt Kusznr
 Andrea Smith
 Matt Kusznr
 Jack Bradley
 Michele Beko
 Maggie Partin
 Andrea Smith
 Andrea Smith
 Matt Kusznr
 Rey Carrion
 Jack Bradley
 Michele Beko

Date

03/09/2026 06:40 PM
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 03/31/2026 03:24 PM
 03/31/2026 03:25 PM
 03/31/2026 03:40 PM
 Started On: 03/09/2026 02:20 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN TO ENTER INTO A DISPOSITION AGREEMENT FOR THE TRANSFER OF THE REAL PROPERTY DESCRIBED ON EXHIBIT A TO THE LORAIN COUNTY PORT AUTHORITY AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 4582.22 of the Ohio Revised Code, the Lorain County Port Authority, an instrumentality of the State of Ohio conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for development within the jurisdiction of the City of Lorain by Ordinance No. 8706 of the Council of the City of Lorain, adopted May 4, 1964; and

WHEREAS, pursuant to Ohio Revised Code Section 4502.38, the City of Lorain is authorized to convey real property to the Lorain County Port Authority upon terms that are mutually agreeable; and

WHEREAS, pursuant to Ohio Revised Code Section 4582.38, the City of Lorain has determined that the real property described in Exhibit A, that is attached hereto and incorporated herein by reference, is not needed for municipal purposes; and

WHEREAS, the Lorain County Port Authority desires to have the real property described in Exhibit A for the purpose of transferring the property to the Lorain County Community Action Agency for the continued operations of a licensed Head Start day care and administrative offices; and

WHEREAS, the City of Lorain desires to convey the real property described in Exhibit A to the Lorain County Port Authority upon the terms and conditions set forth in the Disposition Agreement that has been marked as Exhibit B, is attached hereto and incorporated herein by reference (the "Disposition Agreement"); and

WHEREAS, the Lorain County Community Action Agency has been in a longstanding lease with the City of Lorain, and the transfer will result in the continued use of the real property described in Exhibit A, for the benefit of the citizens of Lorain.

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

SECTION I. That the Council of the City of Lorain hereby finds and determines that the real property referred to herein as 1050 Reid Avenue, Lorain, Ohio 44052, owned by the City of Lorain, identified as Lorain County Permanent Parcel Nos.: 02-01-004-113-009, 02-01-003-122-010, 02-01-003-122-011, 02-01-003-122-012, 02-01-003-122-013, 02-01-003-122-014, 02-01-003-122-099 and 016, and 02-01-003-122-015 and more fully described in Exhibit A, that is attached hereto and incorporated herein by reference, are not needed or required by the City of Lorain for its purposes, except for the rights of possession, use and cancellation as hereinafter set forth.

SECTION II. It is hereby determined that the purpose, maintenance and operation of the Property shall be in accordance with the terms and conditions of the disposition agreement between the City of Lorain and the Lorain County Port Authority as set forth in Exhibit B, attached hereto and incorporated herein by reference. The Safety Service Director being authorized to amend the terms and conditions of the Disposition Agreement provided the amendments are made with the consent and approval of the Lorain Law Director (the “Disposition Agreement”).

SECTION III. That the City approves, confirms, and continues the designation of the Lorain County Port Authority as the agency of the City of Lorain in order to carry out the polity of the City of Lorain to promote the health, safety, morals and general welfare of the inhabitants of the City of Lorain through the designation of the Lorain County Port Authority as the agency of the City of Lorain.

SECTION IV. That the Safety Service Director of the City of Lorain is hereby authorized to enter into the Disposition Agreement, (subject to such changes and amendments as he may request, subject to the consent and approval of the Lorain Law Director) with the Lorain County Port Authority for the transfer of Permanent Parcel Nos.: 02-01-004-113-009, 02-01-003-122-010, 02-01-003-122-011, 02-01-003-122-012, 02-01-003-122-013, 02-01-003-122-014, 02-01-003-122-099 and 016, and 02-01-003-122-015 to the Lorain County Port Authority,

SECTION V. 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 of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION VI. That this ordinance is declared to be an emergency, the emergency being the immediate need to transfer the real property to the Lorain County Community Action Agency in order to prevent any interruption of services and programs. Therefore this ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, providing it meets the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR
APPROVED: _____, 2026

Exhibit A

(Legal Description of 1050 Reid Avenue, Lorain, Ohio 44052)

PARCEL "A"

Situation in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublot No. 1 in Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County records, and having a frontage of 50 feet of the Southerly side of Ninth Street, (Formerly Second Avenue), and extending back between parallel lines 154 feet, 6 inches, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-009

Situated in the City of Lorain, County of Lorain, and State of Ohio and known as being Sublot No. 1, Block No. 9, in Selah Chamberlain Trustees Allotment, of part of Original Black River Township Lot Nos. 4 and 5, tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and being 50 feet front on the Southerly side of Second Avenue now known as Ninth Street, and extending back of equal width along the Westerly line of Reid Street known as Reid Avenue 154 feet 6 inches deep to the Northerly line of a 16 foot alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-010

PARCEL "B"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Northerly 75 feet of Sublot No. 1 and 3, Block No. 13 in Selah Chamberlains Trustee's Allotment, of part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and together forming a parcel of land 100 feet front on the Southerly side of Tenth Street (formerly Third Avenue) and extending back of equal width 75 feet along the Westerly side of Reid Avenue, as appears by said plat, be the same more or less, but subject to all legal highways. Said parcel is also known as permanent parcel number 02-01-003-122-010.

PARCEL "C"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublots Nos. 1 and 3, Block No. 13 in Selah Chamberlain Trustee's Addition of part of Original Black River Township, Lot Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 pf Maps, Page 11 of Lorain County Records, and bounded and describes as follows: Beginning on the Westerly line of Reid Avenue, at a point 75.5 feet Southerly from the Northeast corner of said Sublots No. 1 and 3, 100 feet to the Westerly line of said Sublots No. 3; thence Easterly on a line running parallel with the Northerly lines of said Sublot s Nos. 1 and 3, 100 feet to the Westerly line of Reid Avenue, thence Northerly, along the Westerly line of Reid Avenue, 39 feet to the place of beginning, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-011

PARCEL "D"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 40 feet of Sublots Numbers 1 and 3 in Block No. 13 of Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots. Nos. 3, 4 and 6 Tract 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records, and together forming a parcel of land being 40 feet front on the Southwesterly side of Reid Avenue (formerly Reid Street) and extending back of equal width 100 feet along the Northwesterly line of a 16 foot alley to an alley 16 feet wide in the rear, as appears by said plat, be the same more or less but subject to all legal highways.

P.P.N. 02-01-003-122-012

PARCEL "E"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Northerly 75.74 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records.

Said part of said Sublot No. 2 has a frontage of 75.74 feet on the Westerly side of Reid Avenue and extends back between parallel line 50 feet as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-013

PARCEL "F"

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Sublot No. 2, Block No. 13, in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded Plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records. Said Part of said Sublot No. 2, Block No. 13, is bounded and describes as follows:

Beginning in the Westerly line of Reid Avenue at a point which is 36.92 feet Northerly. As measured along the Westerly line of Reid Avenue, from the Northerly line of 1st St; thence Northerly along the Westerly line of Reid Avenue 41.84 feet to a point; thence Westerly in a line parallel with the Northerly line of 11th Street, about 50 feet to the Westerly line of said Sublot No. 2; thence Southerly along the Westerly line of said Sublot No. 2, 41.84 feet line of 11th Street, about 50 feet to the place of beginning be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-014

PARCEL "G"

Situated in the City of Lorain, County of Lorain, and State of Ohio: known as being Sublots Nos. 4 and 5, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots. Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records.

Said Sublot No. 4, Block No. 13, has a frontage of 50 feet on the Northerly side of Eleventh Street, formerly Fourth Avenue, and extends back between parallel lines along the Easterly

Exhibit A

side of an alley 154 feet 6 inches to the Southerly line of a 16 foot alley, and Sublot No. 5, Block No. 13, has a frontage of 54 feet on the Easterly side of Streator Place, formerly Fourth Avenue, to the Westerly line of an alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-099 and 016

PARCEL "H"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 36.92 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain's Trustee's Allotment of part of Original Black River Township Lot No. 3, Tract No. 1, as shown by the recorded plat in Volume 2, page 11 of Lorain County Records, and has a frontage of 36.92 feet on the Southwesterly side of Reid Avenue, and extending back between parallel lines 50 feet deep along the Northerly side of Eleventh Street, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-015

DISPOSITION AGREEMENT

THIS AGREEMENT is made and executed this ___ day of _____,2026, at Lorain, Ohio, by the City of Lorain, Ohio a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio, (which together with any successor or public officers hereinafter designated by or pursuant to law is hereinafter call "City") and the Lorain County Port Authority, a Port Authority duly organized under the Constitution and laws of the State of Ohio, (hereinafter call "Port Authority")

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Chapter 4582.38, the City is willing to transfer the real property described in Exhibit "A" attached hereto to the Port Authority upon the terms and conditions set for herein;

WHEREAS, the City acting through the City Council has by Ordinance No. _____,authorized the Director of Public Safety/Service to enter into Contracts for the Disposition of Land for the Property described in Exhibit "A" attached; and so forth

NOW, THEREFORE, in consideration of the Covenants and Agreement contained herein, the City and Port Authority agree as follows:

SECTION 1: AGREEMENT TO TRANSFER AND ACCEPT PROPERTY

The City agrees to transfer to the Port Authority and the Port Authority agrees to accept from the City the parcel of real property commonly known as 1050 Reid Avenue, Lorain, Ohio, assigned Lorain County Permanent Parcel Nos. 02-01-004-113-009, 02-01-003-122-010, 02-01-003-122-011, 02-01-003-122-012, 02-01-003-122-013, 02-01-003-122-014, 02-01-003-122-099 and 016, and 02-01-003-122-015, and more fully described in Exhibit "A", attached hereto and incorporated herein by reference. The property to be conveyed shall include the land, all appurtenant rights, privileges and easement (all of the foregoing hereinafter collectively called the "Property").

SECTION 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The City will convey on the closing date a marketable title to the Port Authority evidenced by a good and sufficient Limited Warranty Deed conveying good and indefeasible fee simple title to the Property, free and clear of all encumbrances whatsoever, except the following:

(i) The following easements:

Any easements of record and in addition thereto such easements as are necessary for public utilities (including, but not limited to, sanitary and storm sewers, electric, telephone and other transmission lines, gas and water lines).

(ii) Taxes and assessments; and

(iii) Zoning ordinances.

(b) Closing Date. The closing date of this transaction shall be no later than _____, 2026 unless mutually extended by the parties.

(c) Escrow Agent. At the option of the City, this transaction shall be placed in escrow with Land America Lawyers Title Co. (formerly Lorain County Title Co.) at 424 Middle Avenue, Elyria, Ohio (hereinafter referred to as the "Escrow Agent"). An executed copy of the Agreement shall be deposited with the Escrow Agent by no later than _____, 2026. All other documents and funds necessary for the completion of this transactions shall be placed in escrow with the Escrow Agent on or before the Closing Date.

(d) Duties of Escrow Agent. If an Escrow Agent is selected by the City, then on the closing date the Escrow Agent shall file for record the Limited Warranty and this Disposition Agreement and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the Escrow Agent shall then have on hand all funds and documents necessary to complete this transaction and provided the Escrow Agent has stated in writing that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the title insurance policy.

(e) Possession. Possession of the Property shall be delivered to the Port Authority upon filing of the Deed.

(t) Seller's Removal of Stored Materials. Prior to the Closing Date, Seller shall have removed from the Property all of the materials stored on the grounds outside the building, such that the grounds are restored to grade

SECTION 4. CHARGES

In closing this transaction the City shall pay the following costs:

(a) The cost of Title Examination and any Title Insurance Commitment.

This transaction is exempt from the real property conveyance fee under 5(a) of the Statement of Reason for Exemption from Real Property Conveyance Fee. (Selling or purchasing from a State or government Agency.)

(b) Any past due utilities and other expenses with respect to the Property shall be paid by Seller. Seller and Buyer shall cooperate to arrange for utilities to the Property to be transferred to Buyer at Closing.

(c) Other normally pro-rated items shall be pro-rated as of the Closing Date.

(d) Seller shall pay all fees, to the extent there are any, for obtaining and recording releases of any liens or encumbrances.

SECTION 5. BROKERS COMMISSION

The City and the Port Authority each represent and warrant to the other that neither party has had any dealings with any real estate agent or broker so as to entitle such agent or broker to any commission in connection with the transfer of the Property to the Port Authority. If for any reason any such commission shall become due, the party dealing with such agent shall pay any such commission and agrees to indemnify and save the other party harmless from any and all claims for any such commission and from any attorney's fees and litigation or other expenses relating to any such claims.

SECTION 6. NOTICES

Unless otherwise expressly required by the terms of this Agreement, notice required or permitted to be given by the parties shall be delivered personally or served by certified for registered mail to the parties at the addresses set forth below, unless different addresses are given by one party or another:

AS TO THE CITY;

City of Lorain, Ohio
Director of Public Service/Safety
200 West Erie Avenue, 7th Floor
Lorain, Ohio 44052

Director of Law
City of Lorain,
Ohio
200 West Erie Ave., 7th Floor
Lorain, Ohio 44052

AS TO THE PORT AUTHORITY:

Lorain County Port Authority
Mr. Jim Miller, Executive Director
226 Middle Avenue Room 500
Elyria, Ohio 44035

SECTION 7. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that neither party shall assign this Agreement without the prior written consent of the other party.

SECTION 8. INTEGRATED CONTRACT/NOW WARRANTIES PROVIDED

This agreement shall be deemed to contain all of the terms and conditions agreed upon, and City and the Port Authority agree that any modifications must be in writing and signed by all parties.

SECTION 9. SPECIAL PROVISIONS

(a) Approval of City. Any provision of the Agreement requiring the approval of the City, the satisfaction of the City, certificate or certification by the City shall be interpreted as requiring action by the Safety Service Director of the City of Lorain granting, authorizing or expressing such approval, satisfaction certificate, or certification, as the case may be, unless such provision expressly provided otherwise. The City agrees that any provision of this Agreement requiring the approval, satisfaction or certification of the City shall be deemed to have reference to approval, satisfaction or certification based on an objective, reasonable standard.

(b) Prohibition of mechanic's and Other Liens. The Port Authority shall not permit any mechanics' or other liens to be filed or exist against the Property or improvements by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lorain Port Authority in connection with any improvements. If any such lien is at any time filed, the Port Authority shall give written notice thereof to the City and, within ninety (90) days after the notice of the filing thereof (subject to the right to contest hereinafter set forth), cause the same to be discharged of record by payment, deposit, bond, order of a Court or competent jurisdiction or otherwise. The Port Authority, after providing written notice to the City of such lien, shall have the right (in its name or, to the extent lawful, in the City's name, or both) to contest (at the Port Authority's expense) the validity or amount of any such lien by appropriate proceedings timely instituted, the Port Authority and the improvements will be endangered or the improvements or any part thereof will be subject to loss or forfeiture due to such refusal to discharge the lien; in such event, the Port Authority shall promptly cause such mechanics' or other liens to be discharged.

(c) Port Authority may convey said property to the Lorain County Community Action Agency, (hereinafter "LCCAA") to be used for the continued operation of a licensed Head Start day care and administrative offices.

SECTION 10. PROPERTY BEING CONVEYED IN PRESENT CONDITION

The Port Authority is accepting the Property in its present condition and with no warranties or representations that survive the closing as to the existence of any sub-surface, environmental, or any other conditions. The City agrees to provide all information and public records in its possession regarding the property. Port accepts this property in its as is condition.

IN WITNESS WHEREOF, the City and the Port Authority have caused this Agreement to be executed by duly authorized representatives as of the date first written above.

CITY OF LORAIN, OHIO

By: _____
Rey Carrion
Safety Service Director

Lorain Port Authority

By: _____
Jim Miller
Executive Director

Approved as to Form:

Law Director's Office
City of Lorain, Ohio

EXHIBIT "A"
(Legal Description of 1050 Reid Avenue, Lorain, Ohio 44052)

PARCEL "A"

Situation in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublot No. 1 in Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County records, and having a frontage of 50 feet of the Southerly side of Ninth Street, (Formerly Second Avenue), and extending back between parallel lines 154 feet, 6 inches, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-009

Situated in the City of Lorain, County of Lorain, and State of Ohio and known as being Sublot No. 1, Block No. 9, in Selah Chamberlain Trustees Allotment, of part of Original Black River Township Lot Nos. 4 and 5, tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and being 50 feet front on the Southerly side of Second Avenue now known as Ninth Street, and extending back of equal width along the Westerly line of Reid Street known as Reid Avenue 154 feet 6 inches deep to the Northerly line of a 16 foot alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-004-113-010

PARCEL "B"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Northerly 75 feet of Sublot No. 1 and 3, Block No. 13 in Selah Chamberlains Trustee's Allotment, of part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat in Volume 2, Page 11 of Lorain County Records, and together forming a parcel of land 100 feet front on the Southerly side of Tenth Street (formerly Third Avenue) and extending back of equal width 75 feet along the Westerly side of Reid Avenue, as appears by said plat, be the same more or less, but subject to all legal highways. Said parcel is also known as permanent parcel number 02-01-003-122-010.

PARCEL "C"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being Sublots Nos. 1 and 3, Block No. 13 in Selah Chamberlain Trustee's Addition of part of Original Black River Township, Lot Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 pf Maps, Page 11 of Lorain County Records, and bounded and describes as follows: Beginning on the Westerly line of Reid Avenue, at a point 75.5 feet Southerly from the Northeast corner of said Sublots No. 1 and 3, 100 feet to the Westerly line of said Sublots No. 3; thence Easterly on a line running parallel with the Northerly lines of said Sublot s Nos. 1 and 3, 100 feet to the Westerly line of Reid Avenue, thence Northerly, along the Westerly line of Reid Avenue, 39 feet to the place of beginning, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-011

PARCEL "D"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 40 feet of Sublots Numbers 1 and 3 in Block No. 13 of Selah Chamberlain Trustee's Allotment of part of Original Black River Township Lots. Nos. 3, 4 and 6 Tract 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records, and together forming a parcel of land being 40 feet front on the Southwesterly side of Reid Avenue (formerly Reid Street) and extending back of equal width 100 feet along the Northwesterly line of a 16 foot alley to an alley 16 feet wide in the rear, as appears by said plat, be the same more or less but subject to all legal highways.

P.P.N. 02-01-003-122-012

PARCEL "E"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Northerly 75.74 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records.

Said part of said Sublot No. 2 has a frontage of 75.74 feet on the Westerly side of Reid Avenue and extends back between parallel line 50 feet as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-013

PARCEL "F"

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Sublot No. 2, Block No. 13, in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots Nos. 3, 4, and 6, Tract No. 1, as shown by the recorded Plat of said Allotment in Volume 2 of Maps, Page 11 of Lorain County Records. Said Part of said Sublot No. 2, Block No. 13, is bounded and describes as follows:

Beginning in the Westerly line of Reid Avenue at a point which is 36.92 feet Northerly. As measured along the Westerly line of Reid Avenue, from the Northerly line of 11th St; thence Northerly along the Westerly line of Reid Avenue 41.84 feet to a point; thence Westerly in a line parallel with the Northerly line of 11th Street, about 50 feet to the Westerly line of said Sublot No. 2; thence Southerly along the Westerly line of said Sublot No. 2, 41.84 feet line of 11th Street, about 50 feet to the place of beginning be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-014

PARCEL "G"

Situated in the City of Lorain, County of Lorain, and State of Ohio: known as being Sublots Nos. 4 and 5, Block No. 13 in Selah Chamberlain Trustee's Allotment of a part of Original Black River Township Lots. Nos. 3, 4 and 6, Tract No. 1, as shown by the recorded plat in Volume 2 of Maps, Page 11 of Lorain County Records.

Said Sublot No. 4, Block No. 13, has a frontage of 50 feet on the Northerly side of Eleventh Street, formerly Fourth Avenue, and extends back between parallel lines along the Easterly side of an alley 154 feet 6 inches to the Southerly line of a 16 foot alley, and Sublot No. 5, Block No. 13, has a frontage of 54 feet on the Easterly side of Streator Place, formerly Fourth Avenue, to the Westerly line of an alley, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-099 and 016

PARCEL "H"

Situated in the City of Lorain, County of Lorain, and State of Ohio, and known as being the Southerly 36.92 feet of Sublot No. 2, Block No. 13 in Selah Chamberlain's Trustee's Allotment of part of Original Black River Township Lot No. 3, Tract No. 1, as shown by the recorded plat in Volume 2, page 11 of Lorain County Records, and has a frontage of 36.92 feet on the Southwesterly side of Reid Avenue, and extending back between parallel lines 50 feet deep along the Northerly side of Eleventh Street, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P.N. 02-01-003-122-015



CITY OF LORAIN

City Council Committee & Regular Meeting

7. i.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING

SECTION 911.216 – DELIVERY OF BILLS &

SECTION 911.217 – CHARGES FOR WATER/SEWER ARE A LIEN AGAINST THE PROPERTY

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.216 & 911.217 were last updated in 1996 and are in need of updating to provide a clear explanation(s);

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Sec. 911.216 – Delivery of bills & Sec. 911.217 – Charges for Water/Sewer are a lien against the property.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Carrion	Joe Carbonaro	03/12/2026 02:12 PM
Carbonaro (Originator)	Maggie Partin	03/30/2026 01:40 PM
Carrion	Maggie Partin	03/30/2026 01:41 PM
Carbonaro (Originator)	Joe Carbonaro	03/30/2026 01:46 PM
Carrion	Rey Carrion	03/31/2026 03:21 PM
Mayor Bradley	Jack Bradley	03/31/2026 03:25 PM
P. Riley	Michele Beko	03/31/2026 03:40 PM
Form Started By: Joe Carbonaro		Started On: 03/06/2026 01:58 PM
Final Approval Date: 03/31/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 911.216 – DELIVERY OF BILLS &
SECTION 911.217 – CHARGES FOR WATER/SEWER ARE A LIEN AGAINST THE
PROPERTY**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.216 & 911.217 were last updated in 1996 and are in need of updating to provide a clear explanation(s);

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

SECTION I: DELIVER OF BILLS

Section 911.216 of the Lorain Codified Ordinances currently reads as follows:

When bills are sent or delivered to premises supplied with water, the occupant shall pay the bill if he is the customer or if not, return the bill to the Department of Utilities accompanied by a statement as to why the bill is being returned. Failure to receive the bill shall not relieve any person of their obligation to pay the bill, provided that failure to receive a bill was through no fault or neglect of the Department of Utilities. (Ord. 167-96. Passed 9-16-96.)

&

CHARGES FOR WATER/SEWER ARE A LIEN AGAINST THE PROPERTY

Section 911.217 of the Lorain Codified Ordinances currently reads as follows:

(a) All charges for water/sewer are assessed against the property to which the service is rendered and are a lien against such property collectable as other liens and taxes.

(b) The lien list will be completed as deemed necessary. The lien list will be forwarded to the County through the City Auditor. Once submitted, the list must remain unchanged save for legal or court directives. After the lien list is submitted, all references and payments are to be made to the County.

(c) Failure to investigate such charges and services does not relieve the new owner of debt of such charges against said property and shall be cause for the Department of Utilities to refuse water/sewer service to said property until all charges against said property are paid in full. (Ord. 167-96. Passed 9-16-96.)

SECTION II: That Section(s) 911.216 & 911.217 of the Lorain Codified Ordinances **Shall be amended to read as follows:**

911.216 DELIVERY OF BILLS

When bills are sent and/or delivered to premises supplied with water, the occupant and/or property owner shall pay the bill if they are the customer or if not, return the bill to the Department of Utilities accompanied by a statement explaining why the bill is being returned. Failure to receive the bill shall not relieve any person of their obligation to pay the amount due on the bill, provided that the failure to receive a bill was through no fault or neglect of the Department of Utilities.

&

911.217 CHARGES FOR WATER/SEWER ARE A LIEN AGAINST THE PROPERTY

(a) All charges for water/sewer are assessed against the property to which the service is rendered and are a lien against such property collectable as other liens and taxes.

(b) The lien list will be completed as deemed necessary. The lien list will be forwarded to the County through the City Auditor. Once submitted, the list must remain unchanged save for legal or court directives. After the lien list is submitted, all references and payments are to be made to the County.

(c) Failure to investigate such charges and services does not relieve the new owner of debt of such charges against said property and shall be cause for the Department of Utilities to refuse water/sewer service to said property until all charges against said property are paid in full.

(d) Properties that have a lien placed and water service terminated, shall not receive water service reinstatement until a minimum of 50% of the lien amount is paid to the County Auditor's office which in turn will be remitted to the Utilities Department of the City of Lorain. Receipt shall be provided to the City of Lorain Utilities Department prior to water service being turned back on. Any other fees associated with the reinstatement of water service shall remain in effect.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. j.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE CREATING

SECTION 913.058 – TV INSPECTION OF EXISTING SANITARY LATERAL BY CITY

PURPOSE AND BACKGROUND

WHEREAS, a review of the current Lorain Codified Ordinances does not accurately specify the procedure for a customer requested Sanitary Sewer Lateral Inspection conducted by the Utilities Department Sewer Sub-Department, and;

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to updating the Lorain Codified Ordinances, and;

WHEREAS, Section 913.058 has been reserved for future legislation and shall be known from this point forward as "TV Inspection of Existing Sanitary Lateral by City".

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. creating Section 913.058 – TV Inspection of Existing Sanitary Lateral by City.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Carrion	Joe Carbonaro	04/01/2026 09:23 AM
Carbonaro (Originator)	Joe Carbonaro	04/01/2026 09:26 AM
Carrion	Rey Carrion	04/01/2026 01:45 PM
Mayor Bradley	Jack Bradley	04/01/2026 02:17 PM
P. Riley	Patrick Riley	04/01/2026 02:56 PM
Form Started By: Joe Carbonaro		Started On: 03/18/2026 03:22 PM
Final Approval Date: 04/01/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE CREATING
SECTION 913.058 – TV INSPECTION OF EXISTING SANITARY LATERAL BY CITY**

WHEREAS, a review of the current Lorain Codified Ordinances does not accurately specify the procedure for a customer requested Sanitary Sewer Lateral Inspection conducted by the Utilities Department Sewer Sub-Department, and;

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to updating the Lorain Codified Ordinances, and;

WHEREAS, Section 913.058 has been reserved for future legislation and shall be known from this point forward as “TV Inspection of Existing Sanitary Lateral by City”.

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

SECTION I: TV INSPECTION OF EXISTING SANITARY LATERAL BY CITY

Section 913.058 of the Lorain Codified Ordinances will from this time forward read as follows:

- (a) The City of Lorain Sewer Department can be requested to inspect the sanitary sewer lateral (non-emergency) of a property via method of CCTV. The property owner shall be the only individual able to make the request to the Sewer Department, who shall then provide the necessary information such as date and time in which the work can occur.
 - a. For a property owner to request an inspection, they will contact an Accounts Representative who can collect their information and provide details to the Sewer Department personnel. The owner does not need to be present for the inspection to occur.
- (b) The property shall be assessed a Lateral Inspection Fee of one hundred and seventy-five dollars (\$175) on their Utility Bill, to cover the cost of equipment used to perform the inspection, and to be paid at the time of their next due date of their Utility Bill.
 - a. If it is found that the cause for the inspection was a blockage or break in the portion of the lateral found to be the responsibility of the City of Lorain Utilities Department (Codified Ordinance(s) 913.032 & 913.057). The Inspection Fee shall be reversed and removed from the Utility Bill.

SECTION II: 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 of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____ **CLERK**

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. k.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING SECTION 911.112 – WATER TURN-ON

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.112 was last updated in 2002 and is in need of updating to reflect cost of services;

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.112 – Water Turn-On.

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

03/31/2026 03:29 PM

03/31/2026 03:35 PM

03/31/2026 03:40 PM

Started On: 03/18/2026 03:29 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 911.112 – WATER TURN-ON**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.112 was last updated in 2002 and is in need of updating to reflect cost of services;

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

SECTION I: WATER TURN-ON

Section 911.112 of the Lorain Codified Ordinances currently reads as follows:

The supply of water turned off under Section [911.111](#) will not be turned on again until the cause of the turn-off has been removed and all charges, including a turn-on charge has been paid. The turn-on charge during regular working hours is \$25.00 (\$12.50 to Water Funds; \$12.50 to Water Pollution Control Funds). The turn-on charge after working hours if \$45.00 (\$22.50 to Water Funds; \$22.50 to Water Pollution Control Funds). Water to a premises shall be turned on only by employees of the Division of Water when turned off for any of the reasons set forth in Section [911.111](#). (Ord. 192-02. Passed 11-18-02.)

SECTION II: That Section(s) 911.112 of the Lorain Codified Ordinances **Shall be amended to read as follows:**

911.112 WATER TURN-ON

The supply of water turned off under Section [911.111](#) will not be turned on again until the cause of the turn-off has been removed and all charges, including a turn-on charge has been paid. The turn-on charge during regular working hours shall be \$50.00 (\$25.00 to Water Works Funds; \$25.00 to Water Pollution Control Funds). The turn-on charge after working hours shall be \$100 (\$50 to Water Works Funds; \$50 to Water Pollution Control Funds). The curb stop that requires operation for water service to a premise shall be operated/turned only by employees of the Utilities Department (Section 911.403) when turned off for any of the reasons set forth in Section [911.111](#).

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. I.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING

SECTION 911.230 – SEWER ONLY ACCOUNTS

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.230 was last updated in 1996 and is in need of updating;

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.230 – Sewer Only Accounts.

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

03/31/2026 03:30 PM

03/31/2026 03:35 PM

03/31/2026 03:40 PM

Started On: 03/18/2026 03:36 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 911.230 – SEWER ONLY ACCOUNTS**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.230 was last updated in 1996 and is in need of updating;

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

SECTION I: SEWER ONLY ACCOUNTS

Section 911.230 of the Lorain Codified Ordinances currently reads as follows:

(a) An application for sewer service must be made at the Department of Utilities. The customer will pay sewer service charges that will be determined by the Director of Utilities.

(b) The customer will be billed monthly or quarterly for the sewer service as determined by the Director of Utilities. The billing will be at the same time that the water and sewer bills are due in the location of the customer.

(Ord. 167-96. Passed 9-16-96.)

SECTION II: That Section(s) 911.230 of the Lorain Codified Ordinances **Shall be amended to read as follows:**

911.230 SEWER ONLY ACCOUNTS

(a) An application for sewer service must be made to the Department of Utilities. The customer shall pay sewer service charges that will be determined by the Utilities Department. Charges for sewer service will be based on the amount of volume of water used through a customer's water meter as provided by the water service provider.

(b) The customer shall be billed monthly or quarterly for the sewer service as determined by the Director of Utilities. The billing will be at the same time that the water and sewer bills are due in the location of the customer.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____ **CLERK**

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. m.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING

SECTION 911.302 – REGULATORY CAPITAL IMPROVEMENT COMPLIANCE CHARGE

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.302 was last updated in 2017 and is in need of further updating to ensure clarification;

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.302 – Regulatory Capital Improvement Compliance Charge.

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

03/31/2026 03:31 PM

03/31/2026 03:35 PM

03/31/2026 03:40 PM

Started On: 03/18/2026 03:43 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE AMENDING

SECTION 911.302 – REGULATORY CAPITAL IMPROVEMENT COMPLIANCE CHARGE

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.302 was last updated in 2017 and is in need of further updating to ensure clarification;

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

SECTION I: REGULATORY CAPITAL IMPROVEMENT COMPLIANCE CHARGE

Section 911.302 of the Lorain Codified Ordinances currently reads as follows:

All consumers supplied with water by the City shall be charged a monthly Regulatory Capital Improvement Compliance Charge based on the size of their meter. The Regulatory Capital Improvement Compliance Charge shall be part of the rates as determined in Section [911.303](#). (Ord. 103-17. Passed 10-2-17.)

SECTION II: That Section(s) 911.112 of the Lorain Codified Ordinances **Shall be amended to read as follows:**

911.302 WATER FIXED CHARGE

All premises/properties supplied with water by the Utilities Department, Water Purification Plant of the City of Lorain shall be assessed a monthly fixed charge as set forth by the Director of Public Safety & Service based on the size of their water meter that services their premise/property. The Water Fixed Charge shall be part of the rates as determined in Section [911.303](#).

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. n.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING

SECTION 911.503 – ENTERING PROPERTIES FOR OPERATION OF METERING SYSTEMS;

SECTION 911.504 – ACCESS TO PROPERTY FOR OPERATION OF METERING SYSTEMS;

SECTION 911.505 – NUMBER OF METERS ALLOWED;

SECTION 911.507 – INSTALLATION OF METERS BY DIVISION OF WATER ONLY

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section(s) 911.503, 911.504, & 911.507 were last updated in 1996 and Section 911.505 was last updated in 2005 and all are in need of updating to provide clear explanation(s);

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.503, Section 911.504, Section 911.505 and Section 911.507 (Utilities Dept.).

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

03/31/2026 03:34 PM

03/31/2026 03:35 PM

03/31/2026 03:40 PM

Started On: 03/18/2026 04:00 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE AMENDING

**SECTION 911.503 – ENTERING PROPERTIES FOR OPERATION OF METERING SYSTEMS;
SECTION 911.504 – ACCESS TO PROPERTY FOR OPERATION OF METERING SYSTEMS;
SECTION 911.505 – NUMBER OF METERS ALLOWED;
SECTION 911.507 – INSTALLATION OF METERS BY DIVISION OF WATER ONLY**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section(s) 911.503, 911.504, & 911.507 were last updated in 1996 and Section 911.505 was last updated in 2005 and all are in need of updating to provide clear explanation(s);

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

SECTION I: ENTERING PROPERTIES FOR OPERATION OF METERING SYSTEMS

Section 911.503 of the Lorain Codified Ordinance currently reads as follows:

The Director of Public Service or his appointed agents are authorized to enter all properties served with water by the Division of Water for the purpose of installing, reading and maintaining the metering system.

(Ord. 167-96. Passed 9-16-96.)

&

ACCESS TO PROPERTY FOR OPERATION OF METERING SYSTEMS

Section 911.504 of the Lorain Codified Ordinance currently reads as follows:

(a) Water service may be terminated for failure of a customer to provide access to the property for the purpose of installing, reading or maintaining the metering system after being given notice and reasonable time to comply with such notice.

(b) The property owner shall pay the appropriate service termination and resumption charges as specified in Section [911.207](#) for denying access to the Director of Public Service or his agents for the purpose of installing, reading and maintaining the metering system.

(Ord. 167-96. Passed 9-16-96.)

&

NUMBER OF METERS ALLOWED

Section 911.505 of the Lorain Codified Ordinances currently reads as follows:

No more than one meter shall be used per premise served by a single service. Where there is multiple occupancy on one premise such as a duplex, each side shall have a meter in a separate line from the second shutoff to the second meter. The owner of the premise shall pay as stated in Section [911.524](#) for manifold, additional shutoff and meter in duplex or similar multiple occupancy premise.

A second meter may be installed upon approval of the Director of Utilities for the purpose of monitoring pond, irrigation, or pool use water. The meter and waterline are subject to inspection by Utilities Department staff upon notice to the owner of the residence. An inspection fee will be assessed for each inspection. Customers must petition the director in writing to request a second meter. Customers with second meters installed shall not be subject to provisions of summer sewer averaging. (Ord. 42-05. Passed 3-7-05.)

&

INSTALLATION OF METERS BY DIVISION OF WATER ONLY

Section 911.507 of the Lorain Codified Ordinance currently reads as follows:

The water metering system will be installed by the Division of Water or their duly authorized representatives. This system will include the water meter, remote register and necessary wire to connect the remote register to the meter.

(Ord. 167-96. Passed 9-16-96.)

SECTION II: That Section(s) 911.503, 911.504, 911.505, & 911.507 of the Lorain Codified Ordinances **shall be amended to read as follows:**

911.503 ENTERING PROPERTIES FOR OPERATION OF METERING SYSTEMS

The Director of **Utilities** or his appointed agents/**personnel** are authorized to enter all properties served with water by the **Utilities Department of the City of Lorain** for the purpose of, **including but not limited to**, installing, **inspecting**, reading, and maintaining the **water** metering system.

&

911.504 ACCESS TO PROPERTY FOR OPERATION OF METERING SYSTEMS

(a) Water service may be terminated for failure of a customer to provide access to the property for the purpose of, **including but not limited to**, installing, **inspecting**, reading, or maintaining the **water** metering system after **have** being given **advanced** notice and a reasonable **timeframe** to comply with such notice.

(b) The property owner shall pay the appropriate service termination (**turn-off**) and resumption (**turn-on**) charges as specified in Section [911.207](#) for denying and/or **not providing** access to the Director of **Utilities** or his **appointed agents/personnel** for the purpose of, **including but not limited to**, installing, **inspecting**, reading, and maintaining the metering system.

&

911.505 NUMBER OF METERS ALLOWED

No more than one (1) meter shall be used per premise served by a single water service. Where there are multiple occupancies at one premise such as a duplex, each side shall have a meter on a completely separate water service tap from the water main to their own curb stop to their meter. The owner of the premise shall pay as stated in Section(s) 911.524 & 911.405 for all required charges necessary for duplex or similar multiple occupancy premise(s).

A second meter may be installed upon approval of the Director of Utilities for the purpose of monitoring pond, irrigation, or pool use water. The meter and waterline are subject to inspection by Utilities Department staff upon notice to the owner of the residence. An inspection fee will be assessed for each inspection. Customers shall submit a request in writing to the Utilities Department the second meter. Customers with second meters installed shall not be subject to the provisions of summer sewer discount.

&

911.507 INSTALLATION OF METERS BY DIVISION OF WATER ONLY

The water metering system shall be installed by the Utilities Department or their duly authorized representative(s). This system will include the water meter, remote register and necessary wire to connect the remote register to the meter as well as any other equipment/materials deemed necessary.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. o.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING

SECTION 911.517 – ALL WATER MUST BE METERED;
SECTION 911.518 – METER TO BE FURNISHED BY CITY;
SECTION 911.519 – REPLACEMENT OF METERS;

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.517 was last updated in 1996, Section 911.518 was last updated in 2005, and Section 911.519 was last updated in 1996 and all are in need of updating to provide a clear explanation(s);

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.517, Section 911.518 and Section 911.519 (Utilities Dept.).

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 03/31/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

03/31/2026 03:36 PM

03/31/2026 03:38 PM

03/31/2026 03:40 PM

Started On: 03/18/2026 04:11 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 911.517 – ALL WATER MUST BE METERED;
SECTION 911.518 – METER TO BE FURNISHED BY CITY;
SECTION 911.519 – REPLACEMENT OF METERS;**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.517 was last updated in 1996, Section 911.518 was last updated in 2005, and Section 911.519 was last updated in 1996 and all are in need of updating to provide a clear explanation(s);

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

SECTION I: ALL WATER MUST BE METERED

Section 911.517 of the Lorain Codified Ordinances currently reads as follows:

No person shall consume or make use of water supplied by the Division of Water of the City of Lorain for any purpose whatsoever, except as hereinafter provided unless such water shall have passed through a meter supplied by the Division of Water. All meters shall be provided and installed by the City. The customer will be billed for installation cost as provided by Section [911.524](#). The size of the meter to be installed shall be requested by the owner and approved by the City on the basis of estimated use requirements.
(Ord. 167-96. Passed 9-16-96.)

&

METER TO BE FURNISHED BY CITY

Section 911.518 of the Lorain Codified Ordinances currently reads as follows:

All water meters used for all purposes, or for vessels moored during the winter season, shall be furnished by the Division of Water of the City of Lorain.
(Ord. 42-05. Passed 3-7-05.)

&

REPLACEMENT OF METERS

Section 911.519 of the Lorain Codified Ordinances currently reads as follows:

The Utilities Department, Division of Water, has the right to replace any of its meters it deems necessary and cannot be held responsible for damage to service lines caused by such work if reasonable care is exercised. Notice to replace inferior meters will constitute reasonable care.
(Ord. 167-96. Passed 9-16-96.)

SECTION II: That Section(s) 911.517, 911.518, & 911.519 of the Lorain Codified Ordinances
Shall be amended to read as follows:

911.517 ALL WATER MUST BE METERED

No person shall consume or make use of water supplied by the Utilities Department, Water Purification Plant of the City of Lorain for any purpose whatsoever, except as hereinafter provided unless such water shall have passed through a meter supplied and/or approved by the Utilities Department. All meters shall be provided and installed by the City, unless otherwise approved by the Director of Utilities. The customer shall be billed for the installation cost as provided in Section 911.524. The size of the meter to be installed shall be requested by the owner and approved by the City on the basis of estimated use requirements.

&

911.518 METER TO BE FURNISHED BY CITY

All water meters used for any and all purposes of potable water, or for vessels moored during the winter season, shall be furnished by the Utilities Department of the City of Lorain.

&

911.519 REPLACEMENT OF METERS

The Utilities Department has the right to replace any of its water meters it deems necessary and cannot nor shall not be held responsible for damage to service lines caused by such work if reasonable care is exercised. Notice to replace inferior meters will constitute reasonable care.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Committee & Regular Meeting

7. p.

Meeting Date: 04/06/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE **AN ORDINANCE AMENDING** **SECTION 911.307 – EXCEPTIONS TO THE WATER RATES**

PURPOSE AND BACKGROUND

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.307 was last updated in 2017 and is in need of further updating to ensure clarification;

RECOMMENDATION TO COUNCIL:

Passage

Admin Only

___ Ord. amending Section 911.307 – Exceptions to the water rates.

Attachments

Ordinance
Application
Former Application (2022)

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	03/31/2026 03:37 PM
Mayor Bradley	Jack Bradley	03/31/2026 03:38 PM
P. Riley	Michele Beko	03/31/2026 03:40 PM
Form Started By: Joe Carbonaro		Started On: 03/20/2026 02:16 PM
Final Approval Date: 03/31/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

**AN ORDINANCE AMENDING
SECTION 911.307 – EXCEPTIONS TO THE WATER RATES**

WHEREAS, it is the desire of the City of Lorain Utilities Department to ensure clarity when it comes to the Lorain Codified Ordinances;

WHEREAS, Section 911.307 was last updated in 2017 and is in need of further updating to ensure clarification;

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

SECTION I: EXCEPTIONS TO THE WATER RATES

Section 911.307 of the Lorain Codified Ordinances currently reads as follows:

- (a) Any person residing inside the City limits who:
- (1) Is sixty-five (65) years of age or older or permanently and totally disabled as established by the Social Security Administration and verified by a physician's medical certificate; and
 - (2) Is the owner of the residence inside City limits being serviced and can only be applied to the property that the applicant lives in; and
 - (3) Is the head of his or her household; and
 - (4) Has a total household income that falls below 110% of the Federal Poverty Guidelines; household income shall include income of all residents living at the property.

Shall be entitled to a discounted water rates as established in Section [911.303](#) on the basis of 100 cubic feet of water used, provided, however, that this rate shall not be available to that part of the household's usage which exceeds 400 cubic feet in any month; nor shall these rates be available where a member of the household has earnings above 110% of the Federal Poverty Guidelines.

(b) To be eligible for the discounted rates provided for in this section a person must submit an application furnished by the Department of Utilities, which application must be approved by the Director of Public Safety/Service. (Ord. 103-17. Passed 10-2-17.)

SECTION II: That Section(s) 911.112 of the Lorain Codified Ordinances **Shall be amended to read as follows:**

911.307 AFFORDABILITY PROGRAM FOR WATER RATES

- (a) Any customer residing inside the Corporate Limits of the City of Lorain who:
- (1) Is sixty-five (65) years of age or older or is permanently and totally disabled as established by the Social Security Administration and verified by a physician's medical certificate; and
 - (2) Is the owner of the residence inside the Corporate Limits of the City of Lorain being serviced and can only be applied to the property that the applicant lives in; and
 - (3) Is the head of his or her household; and

(4) Has a total household income that falls below 110% of the Federal Poverty Guidelines; household income shall include income of all residents living at the property.

Should the customer meet these requirements, they shall be entitled to a discounted water rate as established in Section [911.303](#) on the basis of 100 cubic feet of water used, provided, however, that this rate shall not be available to that part of the household's usage which exceeds 600 cubic feet in any month; nor shall these rates be available where any member of the household has earnings above 110% of the Federal Poverty Guidelines.

(b) To be eligible for the discounted rates provided for in this section a person must submit an application to the Department of Utilities, which application must be approved by the Director of Public Safety/Service or their designee.

SECTION III: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



The City of Lorain, Ohio UTILITIES DEPARTMENT

Joseph A. Carbonaro
Director of Utilities

Application for Lorain Utilities Department Affordability Program (Codified Ordinance 911.307)

Account Number: _____ Three Digit Code: _____

Applicant's Name: _____

Address: _____ Zip Code: _____

Phone Number: _____

Social Security #: _____ Date of Birth (MM/DD/YYYY): _____

Do you own your home? Yes No Type of Property: ___Single___Duplex___Condo

Number of Persons Residing at this Residence: _____

List All Other Person(s) in your Household Eighteen (18) Years of Age or Older

Name	Age	Social Security #
1:		
2:		
3:		
4:		

Adjusted Gross Income, including Social Security; other Retirement Pension and/or Annuity; all Interest and Dividends from sources must be included.

Applicant's Income: _____

Other Household Income: _____

Total Household Income: _____

These rates shall not be available where the members of the household have earnings above the federal poverty guidelines. See below for further details.

Application is accompanied with a doctor's certification and or certification or proof by Social Security Administration and/or Veteran's Administration? _____Yes_____No

By signing this application, I authorize the City Auditor and/or Director of Utilities or their designee to examine any financial records that relate to income earned by the applicant as stated on this application. No discount of water rates shall be made to any person convicted of violating Section 911.307 of City Ordinance #42-80 for a period of three (3) years following conviction.

"I do declare under penalties of perjury that information given on this application, including my accompanying statements and data has been examined by me and to the best of my knowledge and belief is a true, correct and complete return report."

SIGNATURE OF APPLICANT

DATE

For the most up-to-date information on the Federal Poverty Limits and Guideline, please refer to the Department of Housing & Human Service website: [ASPE | Office of the Assistant Secretary for Planning and Evaluation \(www.aspe.hhs.gov\)](https://www.aspe.hhs.gov) or ([detailed-guidelines-2026.pdf](#))



City of Lorain

Application for Golden Age and Disability Discount for Water and Sewer Bills

Account Number: _____ Three Digit Number: _____
 Applicant's Name: _____
 Address: _____ Zip Code: _____
 Phone Number: _____ SS#: _____ Date of Birth: _____

Do you own your home? Yes No Type of Property: Single Duplex Condo

Number of Persons Residing at this Residence: _____

List All Other Person(s) in your Household Eighteen (18) Years of Age or Older

	Name	Age	Social Security #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Adjusted gross income, including old age benefit social security, other retirement pension or annuity; all interest and dividends from whatever source must be included.

Applicant's Income: _____
 Other Household Income: _____
 Total Household Income: _____

These rates shall not be available where the members of the household have earnings above the federal poverty guideline. See below for further details.

Application is accompanied with a doctor's certification and or certification or proof by Social Security Administration and/or Veteran's Administration? Yes No

By signing this application, I authorize the City Auditor or Director of Utilities to examine any financial records that relate to income earned by the applicant as stated on this application. No discount of water rates shall be made to any person convicted of violating Section 911:307 of City Ordinance #42-80 for a period of three (3) years following conviction. No discount of water rates shall be made to any person convicted of violating Section 913.307 of City Ordinance #42-80 for a period of three (3) years following conviction.

"I do declare under penalties of perjury that information given on this application, including my accompanying statements and data has been examined by me and to the best of my knowledge and belief is a true, correct and complete return report."

SIGNATURE OF APPLICANT

DATE

**CITY OF LORAIN, OHIO UTILITIES DEPARTMENT
1106 FIRST ST LORAIN OH 44052
440-204-2500**

Re: Qualification for Golden Age and Disabled Discount

To Whom It May Concern:

The Lorain Utilities Department offers a discounted rate to any person who:

1. Is sixty-five (65) years of age or older or is totally disabled as established by the Social Security Administration or Veteran's Administration and verified by a physician's medical certificate; and
2. Is the owner of the residence inside the City limits being serviced and can only be applied to the property that the applicant lives in; and
3. Is the head of his or her household; and
4. Can provide a copy of his or her most current Federal Form 1040 or other valid proof of income.
5. Has a total income of that falls below 110% of the Federal Poverty Guidelines, to include the income of all other residents living at the property. (Total household income must include old age benefits, Social Security benefits, other retirement pension or annuity: all interest or dividends from whatever source must be included; disability benefits and includes the income of all other residents living at the property.)

THESE RATES SHALL NOT BE AVAILABLE WHERE ALL MEMBERS OF THE HOUSEHOLD HAVE COMBINED EARNINGS ABOVE 110% OF THE FEDERAL POVERTY GUIDELINES.

If you have any questions or need help filling out this form, please come to our office at 1106 First ST or call 204-2500, Option 3. We advise not calling during the first week of each month due to high call volume.

Lorain Utilities Department

MUST PROVIDE PROOF OF INCOME

2022 POVERTY GUIDELINES

PERSONS IN FAMILY/HOUSEHOLD

110%
GUIDELINE

1	\$14,949
2	\$20,141
3	\$25,333
4	\$30,525
5	\$35,717
6	\$40,909
7	\$46,101
8	\$51,293

For families/households with more than 8 persons, add \$4,598 for each additional person.

Eligibility for discount must be below listed total income.



CITY OF LORAIN

City Council Committee & Regular Meeting

7. q.

Meeting Date: 04/06/2026

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

ORDINANCE REQUEST APPROVING THE CHIEF OF POLICE, TO APPLY FOR THE FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND AUTHORIZING AN INTER-LOCAL AGREEMENT OF FUNDS BETWEEN THE CITY OF LORAIN, ELYRIA, AND THE COUNTY OF LORAIN, OHIO

PURPOSE AND BACKGROUND:

OUR AGENCY, IN PARTNERSHIP WITH THE CITY OF ELYRIA AND LORAIN COUNTY, IS ELIGIBLE TO APPLY FOR FY25 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS. THE OHIO ATTORNEY GENERAL'S OFFICE HAS CERTIFIED THAT A DISPARITY EXISTS IN THE ALLOCATION OF LOCAL LAW ENFORCEMENT BLOCK GRANT FUNDS AMONG OUR JURISDICTIONS. DISTRIBUTION OF THE FUNDING ARE OUTLINED WITHIN THE INTER-LOCAL AGREEMENT.

RECOMMENDATION TO COUNCIL:

CONSIDERE FOR PASSAGE

Admin Only

___ Ord. approving the Police Chief, though the Mayor, to apply for the FY25 Edward Byrne Memorial JAG & auth an interlocal agreement of funds between Lorain, Elyria & Lorain County.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): N
Estimated Total Expenditure: 15,000.00
List of Funding Source and/or Account Number: Grant Funding
Estimate of Incoming Revenue (fees, grants, etc.): GRANT FUNDING
Financing Requirements (Bonds, Loans, Lease, etc.):

Grant funding will reimburse LPD up to \$15,000 for the purchase of approved items; Any overage will be covered by LETF or FESA accounts funding.

Attachments

Ordinance
INTER-LOCAL AGREEMENT

Form Review

Inbox

Carrion
Mayor Bradley
Harper
P. Riley

Reviewed By

Rey Carrion
Jack Bradley
Anita Harper
Patrick Riley

Date

03/31/2026 03:38 PM
03/31/2026 03:38 PM
04/01/2026 02:51 PM
04/01/2026 02:56 PM
Started On: 03/23/2026 11:07 AM

Form Started By: Jack Fleming
Final Approval Date: 04/01/2026

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CHIEF OF POLICE, THROUGH THE MAYOR OF THE CITY OF LORAIN, TO APPLY FOR THE FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND AUTHORIZING AN INTER-LOCAL AGREEMENT OF FUNDS BETWEEN THE CITY OF LORAIN, ELYRIA, AND THE COUNTY OF LORAIN, OHIO FOR FUNDING AS APPROVED BY THE 2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Attorney General’s Office has certified that a disparity exists in the allocation of Local Law Enforcement Block Grant Funds between the City of Lorain, Elyria, and Lorain County; and

WHEREAS, pursuant to the directive by the Ohio Attorney General’s Office, The City of Lorain, City of Elyria and Lorain County are required by federal law to negotiate an agreement for the allocation of said funds; and

WHEREAS, the City of Lorain, City of Elyria and Lorain County reached a disparate funding agreement, a copy of which is attached hereto, marked Exhibit “A” and incorporated by reference herein.

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

SECTION I: That the Chief, through the Mayor of the City of Lorain, Ohio, is hereby authorized to apply for the grant funding and to enter into the Local Law Enforcement Block Grant Disparate Funding Agreement, a copy of which is attached hereto, marked Exhibit “A” and incorporated herein by reference. The Lorain Police Department will receive \$15,000.00 to be used towards the purchase of up to 12 body armor vests for the Lorain Police.

SECTION II: 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 of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Ohio Revised Code 121.22.

SECTION III: That this Ordinance is hereby declared to be an emergency, the nature of which is the immediate need to execute the Local Law Enforcement Block Grant Funds to preserve the health, welfare and safety of the citizens of the City of Lorain. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, 2026

CLERK

APPROVED: _____, 2026

MAYOR

THE STATE OF Ohio
COUNTY OF LORAIN

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LORAIN, OHIO
CITY OF ELYRIA, OHIO
AND COUNTY OF LORAIN, OHIO

2025 BYRNE JUSTICE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION

This Agreement is made and entered into this ____ day of _____, 2026, by and between The CITY of LORAIN, acting by and through its governing body, the LORAIN CITY COUNCIL, hereinafter referred to as LORAIN, and the CITY of ELYRIA, acting by and through its governing body, the City Council, hereinafter referred to as ELYRIA, and The COUNTY of LORAIN, acting by and through its governing body, the Commissioners Court, all of LORAIN County, State of OHIO, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the Cities and County agree to reallocate the JAG award of \$44,764.00 for the 2025 program. The Cities and County shall only use their respective allocations for permissible Purpose Areas, as set forth in the Jag Program.

NOW THEREFORE, the CITIES and COUNTY agree as follows:

Section 1.

The City of Lorain will be the administrator of the grant.

The City of Lorain will receive: \$15,000.00

The City of Elyria will receive: \$15,000.00

The County of Lorain will receive: \$14,764.00

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against LORAIN

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against ELYRIA or COUNTY.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

For the City of Lorain:

Mayor Jack Bradley / His designee

Date

For the City of Elyria:

Mayor Kevin Brubaker / His designee

Date

For the County of Lorain:

Lorain County Commissioner President

Date



CITY OF LORAIN

City Council Committee & Regular Meeting

7. r.

Meeting Date: 04/06/2026

Submitted by: Michele Beko, Law Office Admin

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH SIX REMNANT DEFENDANTS IN THE NATIONAL OPIOID LITIGATION AND DIRECTING THE CITY AUDITOR TO ALLOCATE SAID FUNDS TO THE OPIOID SETTLEMENT FUND AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND

TO AUTHORIZE THE SAFETY/SERVICE TO ACCEPT FUNDS FROM THE OPIOID LITIGATION AND TO ALLOW AUDITOR TO ALLOCATE SAID FUNDS TO THE RESPECTIVE FUND

RECOMMENDATION TO COUNCIL:

CONSIDERATION FOR PASSAGE

Admin Only

___ Ord. auth the S/S Director to enter into a settlement agreement with 6 remnant defendants in the National Opioid Litigation & directing the Auditor to allocate funds to the Opioid Settlement Fund.

Attachments

ORDINANCE
EXHIBIT "A"

Form Review

Inbox

P. Riley
Mayor Bradley
P. Riley
Form Started By: Michele Beko
Final Approval Date: 03/25/2026

Reviewed By

Michele Beko
Jack Bradley
Michele Beko

Date

03/19/2026 03:20 PM
03/19/2026 03:50 PM
03/25/2026 09:13 AM
Started On: 03/19/2026 03:10 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SEVICE DIRECTOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH SIX REMNANT DEFENDANTS IN THE NATIONAL OPIOID LITIGATION AND DIRECTING THE CITY AUDITOR TO ALLOCATE SAID FUNDS TO THE OPIOID SETTLEMENT FUND AND DECLARING AN EMERGENCY

WHEREAS, The City of Lorain has engaged Napoli Shkolnik, PLLC to represent the City of Lorain in a multi-district litigation lawsuit against various participants in the Opioid drug industry; and,

WHEREAS, on the behalf of claimants in the above lawsuit, including the City of Lorain, a settlement agreement has been reached with six regional distributors/dispenser defendants: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu) (“Six Remnant Defendants”); and,

WHEREAS, Napoli Shkolnik, PLLC recommends that the City of Lorain enter into the settlement agreement with the Six Remnant Defendants by executing the Combined Subdivision Participation and Release Form, a copy of which is marked Exhibit A, attached hereto and made a part hereof (“Combined Settlement”); and,

WHEREAS, The City of Lorian shall receive a *pro rata* share of the proceeds resulting from the settlement agreement (“Settlement Proceeds”); and,

WHEREAS, The City of Lorain has determined that opioid litigation settlement funds shall be primarily used for remediation of individuals effected by opioids in the Lorain Municipal Court, Drug Recovery Docket; and,

WHEREAS, the settlement agreement requires that the Settlement Proceeds be used for opioid remediation.

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

SECTION I. That the Safety/Service Director of the City of Lorain is hereby authorized to enter into the Combined Settlement with (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu) by executing the Combined Subdivision Participation and Release Form marked Exhibit A, attached hereto and made a part

hereof. The terms of the settlement agreement with the above-identified Six Remnant Defendants can be found at: <https://nationalopioidsettlement.com/remnant-settlements/>.

SECTION II. That the Auditor of the City of Lorain shall deposit the Settlement Proceeds in account number B100.4700.1150.

SECTION III. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberation of this Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all requirements, including Ohio Revised Code §121.22.

SECTION IV. That this ordinance shall be declared an emergency, the nature of which is to enter into the Combined Settlement with the above-identified Six Remnant Defendants to satisfy the timeliness requirement of the settlement agreements, and this Ordinance shall be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2026

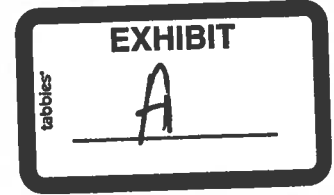


EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: Lorain city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





CITY OF LORAIN

City Council Committee & Regular Meeting

7. s.

Meeting Date: 04/06/2026

Submitted by: Kathryn Golden

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH K.E. MCCARTNEY AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE E. 36TH STREET IMPROVEMENTS – PLANNING PROJECT FUNDED THROUGH A RAISE GRANT AWARDED TO THE CITY BY THE FEDERAL HIGHWAY ADMINISTRATION AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The City of Lorain has been awarded a RAISE Planning Grant from the Federal Highway Administration to design approximately 3.3 miles of new and improved roadway, multi-use path, and green infrastructure to connect E.36th Street to Tower Blvd. The City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these program activities. The firms were rated and ranked. K.E. McCartney and Associates, Inc. (KEM), was selected as the highest rated firm. This project includes professional services in the amount of \$1,500,000.00, to be paid from grant funds. The Engineering Department seeks to enter into a professional services agreement with KEM.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Admin Only

___ Ord. auth S/S Director to enter into an agreement w/ K.E. McCartney & Associates Inc. for professional services related to the E. 36th Street Improvements- planning project funded through a Raise Grant awarded by the Federal Highway Administration.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$1,500,000
List of Funding Source and/or Account Number: RAISE Grant - As directed by Auditor
Estimate of Incoming Revenue (fees, grants, etc.): \$1,500,000
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance
Exhibit A

Form Review

Inbox

Carrion
K. Golden (Originator)
Carrion
Mayor Bradley
Harper
P. Riley
K. Golden (Originator)
Form Started By: Kathryn Golden
Final Approval Date: 04/02/2026

Reviewed By

Kathryn Golden
Kathryn Golden
Rey Carrion
Jack Bradley
Anita Harper
Patrick Riley
Kathryn Golden

Date

04/01/2026 11:40 AM
04/01/2026 11:41 AM
04/01/2026 01:56 PM
04/01/2026 02:17 PM
04/01/2026 03:59 PM
04/01/2026 04:12 PM
04/02/2026 01:08 PM
Started On: 04/01/2026 11:22 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH K.E. MCCARTNEY AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE E. 36TH STREET IMPROVEMENTS – PLANNING PROJECT FUNDED THROUGH A RAISE GRANT AWARDED TO THE CITY BY THE FEDERAL HIGHWAY ADMINISTRATION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain has been awarded a RAISE Planning Grant from the Federal Highway Administration to design approximately 3.3 miles of new and improved roadway, multi-use path, and green infrastructure; and

WHEREAS, the City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these program activities; and

WHEREAS, the firms were rated and ranked; and

WHEREAS, K.E. McCartney and Associates, Inc. (KEM), was selected as the highest rated firm; and

WHEREAS, this project includes professional services in the amount of \$1,500,000.00, to be paid from grant funds; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with KEM.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an agreement for professional services with KEM, for the E. 36th Street Improvements – Planning Project in a form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

SECTION II: Professional services for the E. 36th Street Improvements – Planning Project shall require the City of Lorain to pay KEM an amount not to exceed \$1,500,000.00 as compensation for said professional services.

SECTION III: That the total cost of professional services shall not exceed \$1,500,000.00 and shall be paid from an account to be determined by the City of Lorain Auditor.

SECTION IV: 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 of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION V: That this Ordinance is hereby declared to be an emergency, the nature of the emergency being the timely execution of the project for the safety and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2026

Exhibit A

**AGREEMENT
BETWEEN THE CITY OF LORAIN AND
VENDOR**

AGREEMENT

Effective as if the _____ day of _____ in the year of 2026

BETWEEN the City:

The City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

The Vendor is:

K.E. McCartney & Associates, Inc.
52 North Diamond Street
Mansfield, OH 44902

The Project is:

**East 36th Street Improvements –
Planning Project**

The City of Lorain and Vendor agree as set forth below.

THIS AGREEMENT, effective as of the _____ day of _____, 2026, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Vendor’s proposal acceptable and desires to hire and engage Vendor to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Vendor’s proposal and the terms, conditions and provisions contained herein. Vendor, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Vendor to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. DEFINITIONS

1.1 “City” means the City of Lorain, Ohio.

1.2 “Director of Public Safety/Service” means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.

- 1.3** “Vendor” means K.E. McCartney & Associates, Inc. (KEM)
- 1.4** “Services” means those services performed by Vendor as detailed in the Scope of Services, (Exhibit “A”) as per this Agreement.
- 1.5** “Base Agreement Price” means the Vendor’s base agreement price for Services as specified in the Scope of Services, (Exhibit “A”), and Compensation, (Exhibit “B”), excluding specific and general allowances.
- 1.6** “Agreement Modification” means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Vendor.
- 1.7** “General Allowance” means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City’s needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit “B” Compensation.
- 1.8** “Reallocation of Funds” means a transfer of funds between tasks, as presented in Exhibit “B” – Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.
- 1.9** “Schedule Delay” means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.
- 1.10** “Specific Allowance” means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1) generally

known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

1.11 “Total Agreement Price” means the sum of Vendor’s Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.

1.12 “Project” means East 36th Street Improvements – Planning Project

Section 2. SCOPE OF SERVICES

2.1 Vendor does hereby promise and agree to provide the professional services as described in the Scope of Services (Exhibit “A”).

Section 3. REPRESENTATIVES

3.1 Vendor shall designate and authorize an employee of Vendor to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Vendor’s participation in the project. The Vendor’s Project Manager must be approved by the City, and any change in the Vendor’s Project Manager requires prior approval by the City.

3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the Director of Public Safety/Service or such other person designated by him.

Section 4. COMPENSATION FOR VENDOR'S SERVICES

4.1 The City will pay the Vendor for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a Total Agreement Price not to exceed one million five hundred dollars (\$1,500,000). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" - Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" – Compensation.

4.1.1 Time and Materials

Time and materials, if specified in Exhibit "B" - Compensation, is based on a combination of labor, subVendor, and direct expense costs as specified in Exhibit "B" - Compensation and defined in this Agreement.

4.1.1.1 Labor Costs

Labor costs are computed by multiplying the Vendor's billing rates (as designated in Exhibit "B" - Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.

4.1.1.2 SubVendor Costs

SubVendor costs (both labor - using the same cost approach as the Vendor - and direct expense costs incurred by SubVendor) are invoiced by Vendor with no markup.

4.1.1.3 Direct Expense Costs

Direct expense costs in support of delivering the Services are included on the Vendor invoice. Direct expense costs (non- labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Vendor to specific projects that are applicable to delivering the Services.

4.2 The task budgets are presented in Exhibit “B” - Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Vendor by the City’s Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.

4.3 Tasks may be modified with prior written authorization of the Director, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are considered to be outside the original contract scope, such items will be deemed additional Services.

4.4 Vendor shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:

4.4.1 Submittal by Vendor of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;

- 4.4.2** Prior approval of the City's Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;
- 4.4.3** If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City's Auditor;
- 4.4.4** A written modification to the Agreement; and
- 4.4.5** Written notification to Vendor from the Director directing Vendor to perform such additional Services prior to commencement of the additional Services.
- 4.5** For additional Services deemed by the City to be time critical, Vendor may commence Services with verbal authorization from the Director of Public Safety/Service.
- 4.6** Specific and general allowance funds may be utilized with prior written approval by the City.
- 4.7** Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Vendor, the City shall provide a copy of the City's certificate of tax exemption.
- 4.8** The Vendor shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

Section 5. METHOD OF PAYMENT

- 5.1** For the purpose of providing progress payments for the performance of the Services under this Agreement, Vendor will submit monthly invoices on the

City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" - Compensation.

5.2 Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" – Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 - Term and Schedule.

5.3 Vendor shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Vendor shall update this list to reflect changes in key personnel assigned to the Project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Vendor.

5.4 If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly rates in order to facilitate processing of Vendor invoices. Vendor shall update this list to reflect changes prior to new personnel appearing on an invoice.

5.5 If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Vendor shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.

5.6 All compensation procedures and invoice requirements set forth herein shall also apply to all subVendors directly contracted to the prime Vendor. Deviations from said

procedures and requirements may be allowed only after written application by the Vendor to the City and written acceptance of such deviation by the City.

5.7 The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City's earned value tracking system.

5.8 Prior to payment of the final invoice, Vendor agrees to deliver to the City the following, if applicable to the Services:

5.8.1 All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducibles related to the project and as required by the City's representative. Vendor may retain one copy of any or all of the aforementioned materials for its files.

5.8.2 Record drawings.

5.8.3 All non-expendable personal property purchased and approved by the City as other Direct Costs.

5.8.4 A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Vendor from the operation of the release in stated amounts to be set forth therein.

5.9 All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Director and the City Auditor. Provided the City receives the required backup documentation, the City

shall endeavor to make payment to the Vendor within thirty (30) days from the City's receipt of a monthly statement.

5.10 No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.

5.11 Right to Inspect; Right to Audit Books. The Vendor and all subVendors shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Vendor's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, also have the right to examine records of payments to SubVendors. Further, if the Time and Materials method of compensation is designated in Exhibit "B" – Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Vendor's accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to SubVendors.

5.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

Section 6. TERM AND SCHEDULE

- 6.1** Vendor shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.
- 6.2** The completion of the Services in a timely and orderly manner is essential. Vendor shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.
- 6.3** Vendor shall prepare and submit a baseline project schedule for City approval in accordance with the City's Schedule Guidance Document.
- 6.4** Vendor shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City's Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the Director or his designee.
- 6.5** Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (hereinafter "Force Majeure") including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Vendor may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

- 7.1** Services provided by the Vendor and all of its agents, subVendors, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.
- 7.2** The City shall not be responsible for discovering deficiencies in the technical accuracy of Vendor's Services. During the term of the Agreement, the Vendor shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or corrections resulted from Vendor's negligent acts, errors or omissions, without any additional compensation from the City.
- 7.3** Acceptance of Services, including payment for same, shall not relieve the Vendor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.
- 7.4** In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Vendor in any phase of the service, the correction, repair or reconstruction of which may require additional field or office work or services, the Vendor shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Vendor shall be reimbursed for any costs incurred for the correction, repair, or

reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Vendor as per above.

7.5 The City will provide to Vendor all data in City's possession relating to the Services. The Vendor shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Vendor shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

7.6 The City will endeavor to review Vendor- provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

Section 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 INSURANCE

8.1.1 Liability Insurance to be provided by Vendor, Vendor's subVendors and professionals engaged by Vendor. For any Services under this Agreement, and until completion of the entire Services, the Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

8.1.1.1 Auto Liability Insurance

Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Vendor and not less than Five Hundred Thousand Dollars (\$500,000) for the SubVendor(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Vendor, Vendor's subVendors, or Professionals engaged by Vendor. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and Vendors including the City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professional's(s') engaged by Vendor Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

8.1.1.2 Workers' Compensation

Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including

defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

8.1.1.3 General Liability Insurance

Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

(b) Vendor's Vendor(s) and Professionals engaged by the Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

The City and its officials, employees, representatives, agents, and City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professionals' engaged by the Vendor Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under the Vendor's, Vendor's subVendor's(s') and Professionals' engaged by the Vendor policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage shall be maintained for a minimum of three (3) years after expiration of this Agreement. The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

8.1.1.4 Professional Liability Insurance

Vendor, Vendor's subVendor's(s) and Professionals engaged by the Vendor shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Vendor's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Vendor's subVendor(s) or Professionals engaged by Vendor who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor, or at any other subVendor level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

(a) Vendor's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

(b) Vendor's subVendor(s) and Professionals engaged by Vendor Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than

three (3) years within which a claim may be made under the policy respecting the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor as the case may be.

8.2 Property Insurance

The Vendor shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, false work, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Vendor in the performance of the Services. The Vendor also agrees to require Vendor's subVendor(s) and Professionals engaged by Vendor to insure any and all property listed above used or owned by the Vendor's subVendor(s) or Professionals engaged by Vendor in the performance of the Services. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Vendor, Vendor's subVendor(s) or Professional engaged by Vendor in the performance of the Services.

8.3 Insurance Coverage Requirements:

8.3.1 Primary Coverage

The insurance coverage to be purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not

contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

8.3.2 Thirty Days Notice

Either the insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor, or the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor shall incorporate a provision requiring the giving of written notice to City, Vendor, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Vendor, Vendor's subVendor(s) and/or Professionals engaged by Vendor.

8.3.3 Financial Strength

The insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor herein shall be placed and maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

8.3.4 Vendor(s) and Professionals engaged by Vendor Insurance. Vendor shall not sublet or subcontract any part of this Agreement without assuming absolute

responsibility for requiring and taking actions to know that each Vendor's subVendor(s) and Professionals engaged by Vendor (and each subVendor at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Vendor and the limits of liability herein required of Vendor's subVendor(s) and Professionals engaged by Vendor. Failure of Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Vendor's sole expense, in neither case, however, shall the Vendor's liability hereunder be lessened.

8.3.5 Notice of Occurrence

Upon Vendor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor related to the Project, and which may exceed One Million Dollars (\$1,000,000), Vendor shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor Services, or the validity or status of such claim, liability or

loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

8.3.6 Evidence of Insurance

Vendor shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) and policies shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration of this Agreement, the Vendor shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Vendor, Vendor's subVendor(s), or Professionals engaged by the Vendor or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute City's approval

of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

8.3.7 Compliance

If any insurance purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Vendor's, Vendor's subVendor(s) and Professionals engaged by Vendor intentional or willful non-compliance with Applicable Laws.

8.3.8 No Limitation

The types and limits of insurance to be purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to these Contract Document shall not be deemed to constitute a limitation of the Vendor's, Vendor's subVendor's(s'), Professionals' engaged by Vendor liability hereunder or otherwise, or otherwise to limit or affect the Vendor's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor.

8.3.9 Purchase of Insurance

If the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City may purchase such insurance and the cost thereof shall be borne by the Vendor, and shall be deducted from any amounts due and owing by the City to the Vendor. If such amounts are insufficient, the Vendor agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

8.3.10 Other Insurance

Any insurance or any increase of limits of liability not described in this Article 3 which Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Vendor's fee for base Services or part of Vendor's Reimbursable Expenses or be subject to a request for Additional Services.

Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM

VENDOR'S OBLIGATIONS

9.1 Termination for Cause and Default of Vendor

This Agreement may be terminated by the City at any time for cause upon written notice to Vendor of such intent when either the progress or results achieved under this

Agreement are unacceptable to the City, and upon giving Vendor reasonable notice and opportunity to cure such unacceptable progress or results, which Vendor fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.

9.2 If this Agreement is cancelled by the City prior to completion, Vendor, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Vendor for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Vendor shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the Services by another Vendor. The City shall allow the Vendor to retain copies for their records, if Vendor chooses to do so.

9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Vendor that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Vendor's expense.

9.4 This Agreement may be terminated by Vendor for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this

Agreement. Within ten (10) working days, Vendor shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Vendor for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.

9.5 Termination without Cause

The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Vendor for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Vendor shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purposes of fully vesting in it the rights and benefits of Vendor under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Vendor regarding the Vendor's performance of the Services and the termination of Vendor's Services by the City.

Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Vendor shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all

liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

Section 11. INDEMNITY

11.1 Vendor shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its SubVendors provide and maintain a safe working environment. Vendor shall ensure that its employees and the employees of its SubVendors, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Vendor shall remove from the site any employees or SubVendors that fail to abide by applicable health and safety regulations. Vendor shall not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Vendor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Vendor has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Vendor's facilities and appropriate Project Records to ascertain Vendor's and its SubVendors' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Vendor of its responsibility

for its own and its SubVendors' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Vendor shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Vendor, its employees, SubVendors or agents. Smoking is prohibited at the Project site. Vendor shall monitor the City's no smoking rule with respect to its employees and SubVendors while they are working at the Project site.

11.2 Vendor shall indemnify, save and hold the City and its officers, employees, and agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all negligent acts, errors, or omissions by the Vendor (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are originated by or the responsibility of the Vendor and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Vendor in the performance of this Agreement. The Vendor shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Vendor. This indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Vendor a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by

or notice to City. City shall promptly notify the Vendor of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Vendor. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Vendor or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Vendor further agrees to indemnify and hold harmless the City from claims made by employees of Vendor or employees of Vendor's subVendors and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Vendor. As between Vendor and the City, Vendor agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise ("MBE/WBE") and/or Small Business Enterprise ("SBE") subcontracting goals established for this Agreement are defined in Exhibit "D" – MBE/WBE/SBE Compliance Goals.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 Vendor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City's Equal Employment Opportunity Policy, Guidelines and Procedures.

13.2 Vendor agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.

14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit "E") shall apply to this Agreement.

Section 15. INDEPENDENT CONTRACTOR

15.1 Vendor shall be and remain an independent contractor with respect to all Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages,

salaries or other remuneration paid to persons employed by Vendor on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Vendor agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

Section 16. SUBVENDORS

16.1 Since this Agreement is made pursuant to the proposal submitted by Vendor and in reliance upon Vendor's qualifications and responsibility, Vendor shall not sublet nor shall any subVendor commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Vendor shall state in writing the portion of the Services which each subVendor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

16.2 All subVendors for Services covered by this Agreement must conform to the requirements of this Agreement.

16.3 Debarment

The Vendor acknowledges the EPA regulations regarding the use of businesses which are included on the System for Award Management (SAM) database of businesses

which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Vendor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Vendor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

18.1.1 The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in the relevant services provided herein. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

Section 19. CONSTRUCTION

19.1 All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context

or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Vendor agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Vendor's Scope of Services (Exhibit "A"), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Section 20. MISCELLANEOUS

20.1 Copyrights

The Vendor acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or invention which arise or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Vendor in executing the Services shall remain the property of Vendor. Any inventions, patents,

copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Vendor.

20.2 Remedies

The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

20.3 Defective Pricing

The Vendor and subVendor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

20.4 Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration,

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

20.5 Gratuities

If the City finds after a notice and hearing that the Vendor, or any of the Vendor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Vendor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

20.6 The Vendor shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.

20.7 Raise Grant Terms and Conditions

The Vendor acknowledges that the City and the United States Department of Transportation ("USDOT") entered into a Grant Agreement Under The Fiscal Year 2024 Raise Program ("Grant Agreement"), a copy of which is marked Exhibit F, attached hereto and made a part hereof by reference. The Vendor agrees that it, and any subvendors the Vendor engages as provided in Section 16.2 above, are to comply with the terms of the Grant Agreement, so far as applicable to the Work of the Vendor and any of its subvendors, as part of the City receiving funding from the USDOT.

Section 21. EXHIBITS

21.1 It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern except for Exhibit F, which shall govern any conflict or variance to the terms of this Agreement.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – Compensation
- c. Exhibit "C" – Not Used
- d. Exhibit "D" – Business Opportunity Program Compliance Goals Not Included
- e. Exhibit "E" - Standard Clauses for WPCLF Assisted Projects – Not Included
- f. Exhibit "F" - Grant Agreement Under The Fiscal Year 2024 Raise Program

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:

CITY OF LORAIN, OHIO

BY: _____

(Title): _____

WITNESS:

K.E. McCartney & Associates, Inc.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

EXHIBIT A/B

Engineering Services Agreement

Engineer: K.E. McCartney & Associates, Inc. 52 N. Diamond St. Mansfield, Ohio 44902	Client: City of Lorain 200 West Erie Ave. Lorain, Ohio 44052
Project No. FHWA Award No. 693JJ326404443 City of Lorain: K.E. McCartney: GS.0904	Date: _____, 2026
Project Name: East 36 th Street Improvements – Planning Project	Location: Lorain County, Ohio

Scope of Services:

RAISE Planning Grant – Project Development Process and Scope

A comparison between the phasing documented in the RAISE Planning Grant contract (Base Phase and Option Phase One) and the Federal Highway Administration (FHWA) subphasing outlined in the Project Development and Design Manual is illustrated in Figure 1 below. This phasing will serve as the organizational framework for all professional design services provided for this project.

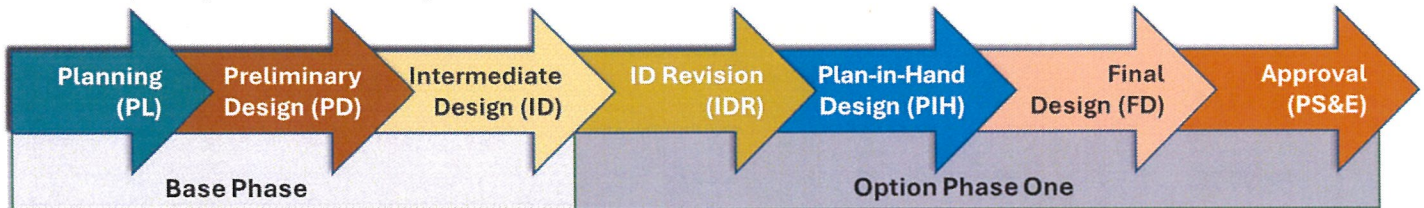


Figure 1 - Project Phasing Comparison

Tables 1 and 2 list the general tasks for each subphase and are not intended to be a comprehensive project scope. KEM's intention is to develop a detailed scope-of-service document for each subphase, in collaboration with the City, to ensure ongoing alignment. These subphased scope-of-service documents will offer a more detailed description of the subphase scope, an updated project schedule, and a revised budget forecast.

RAISE Planning Grant – Schedule Baseline

The following project schedule baseline utilizes Tables 1 and 2 to estimate the probable duration of each subphase and is meant for planning purposes only. It was created to support the two project schedule milestones documented in the RAISE Planning Grant contract.

- NEPA Completion: March 31, 2027
- Project Completion: December 31, 2027

Project Schedule												
Phases / Milestones	2026			2027				2028				
Subphases	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Base Phase Funding									X			
NEPA Completion				X								
Option Phase 1 Funding											X	
Project Completion							X					
Planning (PL)												
Preliminary Design (PD)												
Intermediate Design (ID)												
Intermediate Design Revision (IDR)												
Plan-in-Hand Design (PIH)												
Final Design (FD)												
Approval (PS&E)												

As discussed in Section 5.3 of the U.S. Department of Transportation's General Terms and Conditions Under The Fiscal Year 2024 RAISE Program: FHWA Projects dated November 4, 2025, a milestone change to the dates listed above that is more than six months will require the City to request a modification to the RAISE Grant agreement. As discussed during the initial project meeting with the City of Lorain on March 12, 2026, KEM understands this to represent schedule flexibility to complete the milestones listed above, not to exceed six months without the City of Lorain's prior approval to pursue a modification to the RAISE Grant agreement.

RAISE Planning Grant – Funding Expenditure Baseline

The following expenditure baseline leverages the above schedule to estimate a probable \$1.5 million Grant funding profile, in support of the two project funding milestones documented in the RAISE Planning Grant contract.

- Base Phase: \$1,000,000
- Option Phase One: \$500,000

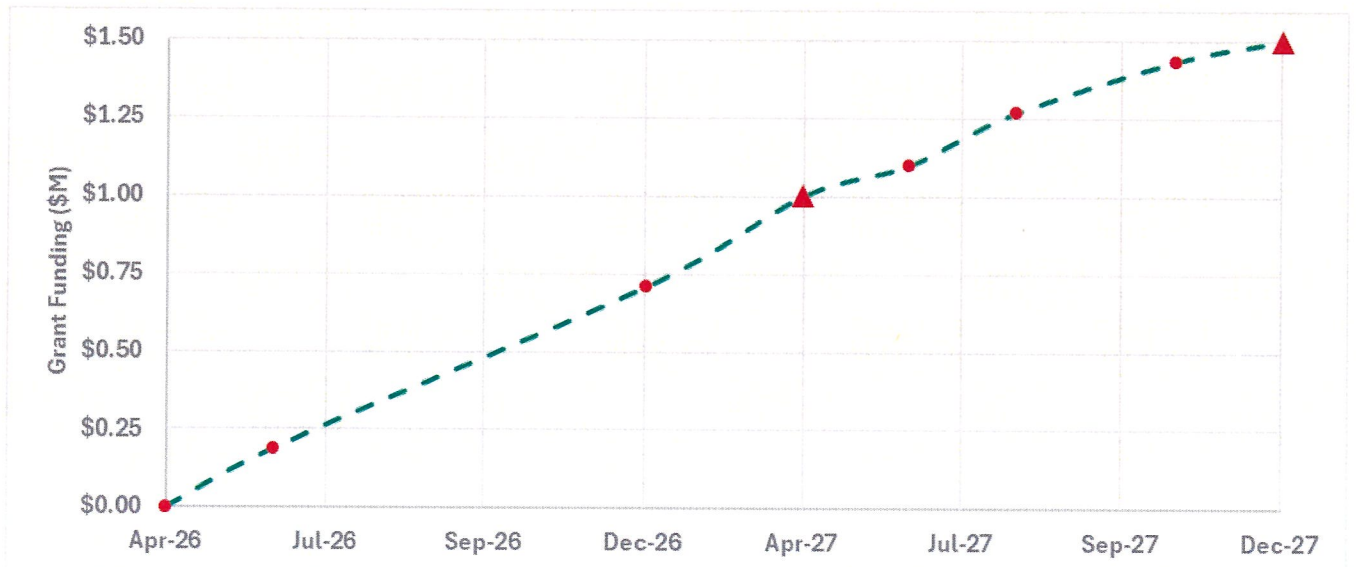


Table 1 – RAISE Planning Grant: Base Phase

The subphases and tasks listed below define the high-level scope of the RAISE Planning Grant's Base Phase. The estimated task durations and general sequence were used to create the schedule baseline.

Project Scope, Phasing, and Funding							
Subphases			RAISE Planning Grant				
Tasks			Base Phase				
1	Planning (PL)						
1	Project Start-Up (Project Management Plan)		X				
2	Project Initiation Package		X				
3	Existing Data, Research, and Analysis		X				
4	Stakeholder Involvement & Public Engagement Plan		X				
5	Develop Neighborhood Transformation Framework		X				
2	Preliminary Design (PD)						
1	Perform Environmental Field Studies			X			
2	Perform Geotechnical Services			X			
3	Prepare Engineering Studies (e.g. H&H Analysis)			X			
4	Develop Corridor Alternatives (Plans & Cost Estimates)				X		
5	Perform Field Survey and Aerial Mapping			X			
6	Develop 30% Complete Plans & Cost Estimate					X	
7	Prepare and Submit Environmental Assessment (NEPA)					X	
8	Prepare Neighborhood Transformation Plan					X	
9	Perform Public Engagement					X	
10	Utility Coordination					X	
11	Railroad Coordination					X	
3	Intermediate Design (ID)						
1	Develop Right of Way Plans - Draft						X
2	Develop 50% Complete Plans & Cost Estimate						X
3	Receive draft NEPA approval						X
4	Approve Neighborhood Transformation Plan						X
5	Perform Public Engagement						X
6	Utility Coordination						X
7	Railroad Coordination						X

Project Management Plan (PMP)

A Project Management Plan is a foundational document that outlines how a project will be executed, monitored, and completed. It brings together key elements such as objectives, scope, timelines, roles, resources, and communication methods. KEM will use it as a roadmap to stay aligned with the City of Lorain, manage risks, track progress, and make informed decisions throughout the project lifecycle. By providing structure and clarity, the plan helps ensure the project team works towards the same goals in an organized and efficient way. KEM will prepare and deliver the PMP during the Planning Subphase. The PMP will be accepted with the City of Lorain's Preliminary Subphase Authorization. Any additions or changes to the PMP will be accepted with any subsequent City of Lorain subphase authorization.

Table 2 – RAISE Planning Grant: Option Phase One

The subphases and tasks listed below define the high-level scope of the RAISE Planning Grant's Option Phase One. The estimated task durations and general sequence were used to create the schedule baseline.

Project Scope, Phasing, and Funding					
Subphases		RAISE Planning Grant			
Tasks		Option Phase 1			
4	Intermediate Design Revision (IDR)				
1	Update 50% Complete Plans & Cost Estimate	X			
2	Develop Right of Way Plans - Final	X			
3	Prepare Environmental Commitments & Permits (Draft)	X			
5	Plan-in-Hand Design (PIH)				
1	Develop 70% Complete Plans & Cost Estimate		X		
2	Perform Public Engagement		X		
3	Utility Coordination		X		
4	Railroad Coordination		X		
6	Final Design (FD) *				
1	Develop 95% Complete Plans & Cost Estimate			X	
2	Develop Construction Documents & Specifications			X	
3	Perform Public Engagement			X	
4	Utility Coordination			X	
5	Railroad Coordination			X	
7	Approval (PS&E) *				
1	Develop 100% Complete Plans & Cost Estimate				X
2	Finalize Construction Documents & Specifications				X

* Scope subject to the amount of grant funding remaining after the interim deliverable and project approach/priorities resulting from the Base Phase process.

Special Conditions:

1. Additional services are any services not listed in this Scope of Services or future Subphase Scopes of Services; and will be billed hourly on a standard hourly rate basis in effect at the time the additional services are performed, plus reimbursable expenses. Additional Services will be completed following approval by the Client.
2. Client signature, direction by Client to proceed with services, and/or issuance of a Purchase Order by the Client serves as acceptance of this agreement.
3. All permit fees are the responsibility of the Client.
4. Standard hourly rates may be adjusted annually based on changes to the Engineer's fiscal year overhead rate or in conjunction with the Ohio Department of Transportation's issuance of a revised approved overhead rate. Reimbursable expenses may be adjusted throughout the year.

Fee Arrangement:

Fees for general engineering services shall not exceed **\$1,500,000.00** unless authorized in writing by the Client. The total fee is based on the following distribution of compensation:

- | | |
|---------------------------------|-----------------|
| 1. RAISE Grant Base Phase | \$ 1,000,000.00 |
| 2. RAISE Grant Option Phase One | \$ 500,000.00 |

Offered by: (Engineer):

Accepted by: (Client):

Signature

Date

Signature

Date

Printed name / title

Printed name / title
Signature indicates the authority to bind the Client to the terms herein

Agreement Documents include:

Standard Hourly Rates, Page 2.1
Reimbursable Expenses, Page 3.1

STANDARD HOURLY RATES

K.E. McCartney 2026 Hourly Rates:			
Principal / Director	\$285.00/HR	Project Engineer I	\$115.00/HR
Department Manager	\$227.00/HR	Engineer Tech III	\$122.00/HR
Project Manager IV	\$203.00/HR	Engineer Tech II	\$112.00/HR
Project Manager III	\$167.00/HR	Engineer Tech I	\$ 90.00/HR
Project Manager II	\$151.00/HR	Project Inspector II	\$125.00/HR
Project Manager I	\$125.00/HR	Project Inspector I	\$120.00/HR
Project Engineer III	\$151.00/HR	Construction Tech	\$ 70.00/HR
Project Engineer II	\$135.00/HR	Survey w/Robotics	\$144.00/HR
		Survey with 3d Scanner	\$215.00/HR
		Add. Survey Crew Member	\$ 78.00/HR
		Administrative Assistant	\$ 87.00/HR
		Field Tech III	\$110.00/HR
		Field Tech II	\$108.00/HR
		Field Tech I	\$ 92.00/HR
		CCTV Inspection	\$255.00/HR
		Drone Services	\$132.00/HR
Coldwater 2026 Hourly Rates:			
Principal/Technical Director	\$223.00/HR	Project Engineer 1	\$162.00/HR
Senior Engineer	\$217.00/HR	CAD Tech 2	\$152.00/HR
Senior Scientist	\$197.00/HR	Project Scientist 1	\$142.00/HR
Project Engineer 2	\$188.00/HR	CAD Tech 1	\$136.00/HR
Construction Services Manager	\$181.00/HR	Engineer Tech	\$120.00/HR
Senior CAD Tech	\$175.00/HR	Administrative	\$120.00/HR
Project Scientist 2	\$174.00/HR		
ECS Limited 2026 Hourly Rates:			
Principal Engineer	\$190.00/HR	DCP Technician	\$100.00/HR
Project Manager	\$140.00/HR	Asphalt Batch Plant Technician	\$85.00/HR
Proofroll/Bearing Technician	\$105.00/HR	Engineering Technician	\$75.00/HR
RAMA Consulting 2026 Hourly Rates:			
Principal	\$254.84/HR	Senior Engagement Coordinator	\$135.62/HR
Senior Engagement Consultant	\$208.17/HR	Engagement Coordinator	\$124.23/HR
Engagement Consultant	\$172.18/HR		
Weller 2026 Hourly Rates:			
Principal Project Manager	\$154.35/HR	Senior GIS Technician	\$102.00/HR
Senior Project Manager	\$123.48/HR	GIS Technician	\$92.61/HR
Senior Cultural Resource Specialist	\$102.90/HR	Cultural Resource Specialist Associate	\$66.89/HR
Senior Archaeologist	\$92.61/HR		
Standard hourly rates may be adjusted annually to reflect current cost associated with inflation and overhead expenses.			

REIMBURSABLE EXPENSES

Project Team	Reimbursable Costs	Rate	Note(s)
K.E. McCartney & Associates	Mileage	Current IRS Rate / Mi. or / Day	
	Survey Total Station	\$200 / Day	
	Survey 3D Scanner	\$750.00 / Day	
	Survey Lidar Drone	\$600.00 / Day	
	GIS GPS Unit	\$150.00 / Day	
	CCTV Truck	\$76.00 / Hr.	Includes one-way travel
	Imagery Drone	\$150.00 / Day	
Coldwater Consulting	Mileage	Current IRS Rate / Mi. or / Day	
	Drone	\$200.00 / \$500.00 / \$1,200.00	Day / Week / Month
	Geode Sub-Meter GNSS	\$160.00 / \$400.00 / \$960.00	Day / Week / Month
	Reach Rover	\$250.00 / \$625.00 / \$1,500.00	Day / Week / Month
	Reach Rover & Base	\$500.00 / \$1,250.00 / \$3,000.00	Day / Week / Month
	UTV	\$225.00 / \$562.50 / \$1,350.00	Day / Week / Month
ECS Limited	Mileage	Current IRS Rate / Mi. or / Day	
	DCP Rental	\$50.00 / Day	
	Nuclear Gauge	\$35.00 / Day	
	One-Point Proctor Kit	\$50.00 / Day	
	Compressive Strength, Cylinders	\$22.00 / Each	
	Grain Size Analysis w/Hydrometer	\$110.00 / Each	
	Atterberg Limits Test	\$125.00 / Each	
	Asphalt Extraction/Gradation	\$200.00 / Each	
	Rice Determination	\$185.00 / Each	
	Specific Gravity	\$60.00 / Each	
	Proctor	\$150.00 / Each	
RAMA Consulting	Mileage	Current IRS Rate / Mi. or / Day	
Weller	Mileage	Current IRS Rate / Mi. or / Day	
	GPS Unit	\$65.00 / Day	
	General Equipment use	\$20.00 / Day	

- | | | | | | | | | |
|--|--|---|----------------|-------------|------------------|--------|--------|-------------|
| <p>1. Award No.
693JJ32640443</p> | <p>2. Effective Date
See No. 17 Below</p> | <p>3. Assistance Listings No.
20.933</p> | | | | | | |
| <p>4. Award To
City of Lorain
200 W Erie Ave
Lorain, OH 44052
Unique Entity Id.: FF77VMMYHRT3
TIN No.: 346001700</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HACG-30)
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> | | | | | | | |
| <p>6. Period of Performance
Effective Date of Award –12/31/28</p> | <p>7. Total Amount</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Federal Share:</td> <td style="text-align: right;">\$1,500,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$1,500,000</td> </tr> </table> | | Federal Share: | \$1,500,000 | Recipient Share: | \$0.00 | Total: | \$1,500,000 |
| Federal Share: | \$1,500,000 | | | | | | | |
| Recipient Share: | \$0.00 | | | | | | | |
| Total: | \$1,500,000 | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2024 (Pub. L. 118-42, March 8, 2024)</p> | | | | | | | |
| <p>10. Procurement Request No.
HAD260028PR</p> | <p>11. Federal Funds Obligated
Base Phase: \$1,000,000</p> | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 18 of the General Terms and Conditions.</p> | <p>13. Payment Office
See Article 18 of the General Terms and Conditions.</p> | | | | | | | |
| <p>14. Accounting and Appropriations Data
1580C83E50.2024.070RA19500.7001000000.41010.61006600</p> | | | | | | | | |
| <p>15. Description of Project
This project will design approximately 3.3 miles of new and improved roadway and multi-use path. It will also design roadside, nature-based infrastructure and address over a mile of degraded stormwater channel adjacent to E. 36th Street in an area already impacted by significant flooding.</p> | | | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

Signature Date
Name: Rey Carrion
Title: Safety/Service Director

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date
Name: Ryan Buck
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Lorain (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the 36th Street Improvements – Planning Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 RAISE Program: FHWA Projects,” dated November 04, 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: East 36th Street Improvements

Application Date: 2/27/2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Kathryn Golden
Stormwater Manager
City of Lorain
200 W Erie Ave
440-204-2059
Kathryn_Golden@cityoflorain.org

4. Recipient Key Personnel.

Name	Title or Position
Veronica Newsome	Engineer III
Gwen Frey	Engineer II
Rey Carrion	Safety/Service Director
Jack Bradley	Mayor

5. USDOT Project Contact(s).

Travis Wheeler
Agreement Officer (AO)
Federal Highway Administration
Cooperative Agreements and Non-State Awards Division (HACG-30)
300 E 8TH ST STE 826
AUSTIN TX 78701-3225
travis.wheeler@dot.gov

and

Lishelle Wesley
Agreement Specialist (AS)

Cooperative Agreements and Non-State Awards Division (HACG-30)
1200 New Jersey Avenue, S.E.
Washington, DC 20590
lishelle.wesley@dot.gov

and

David Snyder
Agreement Officer Representative (AOR)
Division Administrator
Ohio Division
200 North High Street, Room 328
614-280-6896
David.Snyder@dot.gov

and

Ron Garczewski
Project Delivery Team Leader
Ohio Division
200 North High Street, Room 328
614-280-6840
Ron.Garczewski@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will design approximately 3.3 miles of new and improved roadway and multi-use paths. It will also design roadside, nature-based infrastructure and address approximately one mile of degraded stormwater channel running adjacent to E 36th Street in an area impacted by significant flooding.

2. Statement of Work.

The federal funds from the RAISE planning grant will be used to fund the following work:

Base Phase:

- Environmental Assessments and Field Data Collection –Surveying, geotechnical investigation, subsurface utility investigation, Phase I Environmental Site Assessments, wetland assessments, and any additional NEPA requirements. In addition, data collection will be done to support a full benefit-cost analysis for a future RAISE Grant application for construction. Data collection during the planning and design phase will include traffic counts to determine the vehicular benefit and emissions reduction as well as more detailed evaluation of safety improvements and associated benefits. Initial planning and conceptual design efforts will be based off the information of record (without significant field survey) including, but not limited to, aerial imagery, GIS property lines/ownership, LIDAR contours, OUPS (utility) design ticket requests, etc. Further into the Base Phase, and prior to Preliminary Design commencing, detailed field topographic survey will be completed for the enhanced project area, considering feedback received from project stakeholders in the Base Phase. Environmental studies and documentation should be completed in full as part of the Base Phase.
- Public Engagement/Outreach –Public meetings as well as neighborhood outreach, including mailers and development of educational materials. Specific engagement will be focused on understanding future usage of the proposed multi-use path and the number of users who may walk, or ride bicycles given the new path. This will also include input on the features and plantings that residents would recommend along the length of the proposed greenway section of the plan. Public input will be used to inform planning and design decisions to ensure the improvements work for the community and address merit criteria. Feedback received here will be taken into consideration as the project progresses through the process and project details will be shared with stakeholders during Option Phase 1.
- Neighborhood Transformation Plan – In addition to projects funded by the City of Lorain, there is a significant amount of redevelopment occurring in South Lorain. Creation of a master plan to leverage the ongoing public and private investment into the neighborhood will further the transformation. The draft version will be

completed in the Base Phase and future enhancement may occur during Option Phase 1.

- Preliminary Design – Hydraulic evaluation, water quality and nature-based infrastructure evaluation, final roadway alignment, review of potential alternatives, and final design recommendations will be developed as part of the preliminary design report. The preliminary design report will be used as the basis of design for the project. Initial planning and preliminary design will utilize information of record, as discussed above, whereas more detailed preliminary design will occur towards the end of the Base Phase.

Option Phase 1:

- Public Engagement/Outreach –Sharing of the progress made during the Base Phase with project stakeholders.
- Detailed Design and Permitting –Development of construction drawings to be used for bidding the project; this also includes the preparation of applicable project permits so they will be ready for submittal. During the detailed design development, traffic data collection will be completed to incorporate into the final design and benefit-cost analysis. An interim deliverable will be developed for 60% for review. The final deliverables would be a complete set of drawings and specifications ready to be bid and would be subject to the amount of grant funding remaining after the interim deliverable and project approach / priorities resulting from the Base Phase process.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Base Phase Budget Period End Date: 6/30/2028
Option Phase 1 Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date	3/31/2027
Planned Project Completion Date:	12/31/2027

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$1,500,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base phase	\$1,000,000	
Option phase 1	\$500,000	Upon confirmation that all applicable Federal requirements have been met.

3. Approved Project Budget.

Eligible Project Costs			
	Base Phase	Option Phase 1	Total
RAISE Funds:	\$1,000,000	\$500,000	\$1,500,000
Other Federal Funds:	\$0	\$0	\$0
Non-Federal Funds:	\$0	\$0	\$0
Total:	\$1,000,000	\$500,000	\$1,500,000

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$1,500,000		\$1,500,000
Project Total	\$1,500,000		\$1,500,000

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No Changes

Schedule:

Due to extended interagency coordination not accounted for in the original schedule and to allow for two years of planning and design implementation, the project is now expected to be complete by December 31, 2027

The table below compares the Project milestone dates.

Milestone	Application	Schedule C
Planned Project Completion Date:	July 31, 2026	December 31, 2027

Budget: No Changes

Other: N/A

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: Yes

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

**SCHEDULE H
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. Supporting Narrative.

The City of Lorain always promotes job creation and supports good-paying jobs. The City will be procuring a consultant to provide the environmental assessments, public engagement and outreach, a neighborhood transformation plan, as well as preliminary and final design and permitting work for this project.

Additionally, as this planning effort supports a future capital construction project along the E. 36th Street corridor, it serves as a pipeline for creating additional good-paying construction jobs in the region and fostering long-term economic development opportunities within the corridor.

**U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 RAISE PROGRAM:
FHWA PROJECTS**

Revision date: November 4, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) appropriated funds to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2024 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Rebuilding American Infrastructure with Sustainability and Equity Program (the “**RAISE Program**”).

On November 30, 2024, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2024 National Infrastructure Investments” and funding opportunity number DTOS59-24-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on February 23, 2024, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2024 RAISE Program. On June 26, 2024, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2024 RAISE Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through H. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2 USDOT ROLE

2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RAISE Program, the approval of this agreement, and any modifications to this agreement under section 20.1.
- (b) The Federal Highway Administration (the "FHWA") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

2.2 USDOT Program Contacts.

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
BUILDGrants@dot.gov

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify USDOT within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 CFR parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

3.9 Title 23 Oversight Responsibilities for Subawards. If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ARTICLE 4 AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

- (a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

- (b) If section 4 of schedule F identifies the Funding Act as “FY2024,” then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).
- (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2024,” then the amount listed for “IIJA” is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2024” is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).

4.3 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).
- (c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.
- (d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 20.
- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in the Project-Specific Agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - (1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

- (2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and
 - (3) the Recipient states that it is not required to request a modification of this agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).
- (h) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2028. RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.
- (i) The Recipient acknowledges that:
- (1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);
 - (2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and
 - (3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 17.1.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 5.1 Change Notification Requirement.** The Recipient shall notify USDOT within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the final budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phase, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements); or
- (3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
 - (1) the total "Non-Federal Funds" amount decreases; or
 - (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:
- (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6 GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Information.** Under 5 CFR 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

- 7.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration’s award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

- 8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and the information outlined in the *Baseline Report* section of the [RAISE Performance Measures Guidance- Updated 2023](#).

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:

- (1) for each performance measure identified in the Performance Measure Table in schedule G, the Recipient shall collect data for that performance measure as described in Table 1 of the [RAISE Performance Measures Guidance- Updated 2023](#); and
- (2) the Recipient shall submit to the USDOT an annual Post-construction Performance Measurement Report by January 31 to report project performance for the prior calendar year. Post-construction reporting will begin one quarter after project substantial completion and continue for three years (12 quarters). All performance measures will be reported annually. The Post-construction Performance Measurement Report shall contain the data collected under this section 8.2 and the information outlined in the *Annual Post-construction Performance Reports* section of the [RAISE Performance Measures Guidance- Updated 2023](#).

8.3 Project Outcomes Narrative. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the final Post-construction Performance Measurement Report must also include a project outcomes narrative. The project outcomes narrative should include an overview of the project’s performance compared to the baseline and trend expectations. It should also include a discussion on the influence of external factors, if applicable.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

**ARTICLE 9
RESERVED**

**ARTICLE 10
RESERVED**

**ARTICLE 11
LABOR AND WORK**

11.1 Labor and Work. Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**ARTICLE 12
CIVIL RIGHTS AND TITLE VI**

12.1 Civil Rights and Title VI.

- (a) Consistent with, ad DOT Order 1000.12C, including any amendments or updates thereto, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto.
- (b) If the Recipient is an “Existing” Recipient then the Recipient shall submit to the USDOT either:
 - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C, including any amendments or updates thereto.
- (c) If the Recipient is a “New” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, before entering this agreement, as documented in section 2 of schedule K.
- (d) In this section 12.1,
 - (1) “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
 - (2) “**Existing**” means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
 - (3) “**New**” means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

12.2 Legacy Infrastructure and Facilities. In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project.

ARTICLE 13
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

13.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the USDOT a report that:
 - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
 - (4) documents the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities; and
 - (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 14
RAISE PROGRAM DESIGNATIONS

- 14.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 14.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.** If section 3 of schedule F lists “Yes” for the “HDC or APP Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the

NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

ARTICLE 15 CONTRACTING AND SUBAWARDS

15.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15.2 Buy America.

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b). The Recipient shall not use funds provided under this award for a project unless all iron and steel materials and all predominantly iron and steel products and components used in the project are produced in the United States – this means all manufacturing processes of the iron and steel materials and predominantly iron and steel products and components, including application of a coating, occurred in the United States. The requirements of this paragraph (a) apply to steel or iron materials and predominantly iron and steel products and components that are permanently incorporated into the project. The requirements of this paragraph also apply to iron and steel materials and predominantly iron and steel products and components procured under contracts eligible for assistance under Title 23, U.S.C., carried out within the scope of the applicable finding, determination, or decision under NEPA for this project, regardless of the funding source of such contracts. See 23 U.S.C. 313(h).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). The Recipient shall not use funds under this award for an infrastructure project unless all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials. The requirements of this paragraph (b) only applies to articles, materials, and supplies that are consumed in, incorporated into, or apply to an infrastructure project.

For the purpose of this paragraph (b), “construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed

in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

(c) Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 CFR 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

15.3 Small and Disadvantaged Business Requirements.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR part 26, including any amendments thereto.

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

15.4 Engineering and Design Services. As applicable, the Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101–1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

15.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2

CFR 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

15.6 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

15.7 Subaward and Contract Authorization.

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 CFR chapter I, subchapter G.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 CFR 200.308, 2 CFR 200.333, and 23 CFR part 172, as applicable, for the subaward or contracting out of any work under this agreement. Approvals under 2 CFR 200.308 will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.30(f)(6) do not apply to the acquisition of supplies, materials, equipment, or general support services.

**ARTICLE 16
NONCOMPLIANCE AND REMEDIES**

16.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or

- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 16.1(b); or
 - (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

- 16.3 Other Oversight Entities.** Nothing in this article 16 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17 AGREEMENT TERMINATION

17.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.

- (b) In this agreement, “**Project Closeout**” means the date that the USDOT informs the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

- (a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the USDOT’s remedial authority under article 16 or 2 CFR part 200, including 2 CFR 200.339–200.340.

**ARTICLE 18
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

18.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs. This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after final the budget period.
- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 CFR 1.9(b)), and pre-award costs under 2 CFR 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the

Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

18.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

18.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

18.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the RAISE Program, unless otherwise agreed upon by USDOT and the Recipient
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

18.7 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Frequency. If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 19 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 19.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

19.2 Funds Cancellation.

- (a) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2033, and then unavailable for any purpose, including adjustments.
- (b) RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 20 AGREEMENT MODIFICATIONS

20.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.

20.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to USDOT.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

20.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

**ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

21.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 CFR 200.206, any Federal agency may consider the Recipient’s performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

21.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

21.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
 - (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 CFR part 20: New Restrictions on Lobbying;
 - (2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
 - (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

21.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 CFR 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

22.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307, 2 CFR 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 CFR 200 subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

22.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

22.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 23 NOTICES

23.1 Form of Notice.

- (a) For a notice under this agreement to be valid, it must be in writing.
- (b) For a notice to USDOT under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

23.2 Method of Notice to USDOT.

- (a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

23.3 Method of Notice to Recipient.

- (a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:

- (1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or
 - (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
- (d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.

23.4 Recipient Contacts for Notice. If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).

23.5 Additional Mandatory Notices to USDOT. The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:

- (1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
- (2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

23.6 Scope of Notice Requirements. The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24 INFORMATION REQUESTS

24.1 USDOT Information Requests.

- (a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

- (c) This section 24.1 does not limit the Recipient's obligations under section 22.4 or 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 25 ASSIGNMENT

- 25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

- 27.1 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 CFR 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.

- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 CFR 24.

27.3 Equipment Disposition.

- (a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures;
 - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313; and
 - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:
 - (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.4(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written communication stating that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 CFR 710.501 or hardship and protective acquisitions of real property 23 CFR 710.503, the Recipient shall comply with 23 CFR 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 CFR 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - (1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.5 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with

23 CFR 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 CFR 200.211:

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;
- (2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and
- (3) this award is not for research and development.

28.2 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

28.3 Recipient's Unique Entity Identifier.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is listed on page 1, line 4 of the project-specific agreement.

28.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 CFR 200.1.

28.5 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.
- (c) In this agreement, “period of performance” is used as defined at 2 CFR 200.1.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Labor and Work

29.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 RAISE Program,” dated November 4, 2025, and available at <https://www.transportation.gov/BUILDgrants/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction.

- (a) In these General Terms and Conditions:
 - (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
 - (2) a reference to a section or other subdivision of a schedule listed in section 29.1 will expressly identify the relevant schedule; and
 - (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 29.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the RAISE Program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE Program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**General Terms and Conditions**” means this document, including articles 1–30.

“**Program Statute**” means the collective statutory text:

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2024 Pub. L. No. 118-42 (March 8, 2024), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–H.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

29.6 References to Times of Day. All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 RAISE PROGRAM

November 4, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. Section 106 of the National Historic Preservation Act of 1966 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, Pub. L. No. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, Pub. L. No. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, Pub. L. No. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Section 102 of the Flood Disaster Protection Act of 1973 – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, Pub. L. No. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- x. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- y. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- aa. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- cc. Freedom of Information Act – 5 U.S.C. 552, as amended
- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- hh. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- jj. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- kk. Wilderness Act – 16 U.S.C. 1131-1136
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- mm. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- nn. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- qq. Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 12372 – Intergovernmental Review of Federal Programs
- c. Executive Order 12549 – Debarment and Suspension
- d. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- e. Executive Order 14025 – Worker Organizing and Empowerment
- f. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14154, Unleashing American Energy
- h. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 CFR Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3

- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- g. New Restrictions on Lobbying – 49 CFR Part 20
- h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
- m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 15.3 of this agreement), including any amendments thereto

Highway Federal Legislation

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2))
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, CFR
- b. Planning – 23 CFR Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 CFR Part 625
- d. Preconstruction Procedures – 23 CFR Part 630 Subparts A and B
- e. Construction and Maintenance – 23 CFR Part 635
- f. Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- g. Environmental Impact and Related Procedures – 23 CFR Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122
- k. Required Contract Provisions – 23 CFR Part 633 (Form 1273)
- l. External Programs – 23 CFR Part 230

Specific assurances required to be included in the FY 2024 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 RAISE Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 RAISE Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 RAISE Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 RAISE Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2024 RAISE Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 RAISE Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 RAISE Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2024 RAISE Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

 - (a) Project Overall Status.** This section provides an overall status of the project’s scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project’s scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 CFR 200.415(a).

**EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and [recipient name] entered a grant agreement for the [project name] that was executed by the USDOT on [date of USDOT signature on original agreement] (the “Agreement”).

As described in section 4.3(f) of the General Terms and Conditions, this instrument obligates [\$\$\$] for [insert portion of project listed in the Obligation Condition Table in section 2 of schedule D] in accordance with the applicable Project-Specific Agreement amendment procedures.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

Date	By:	Signature of Recipient’s Authorized Representative
		[insert name]
		Name
		[insert title]
		Title

The USDOT has determined that:

- (1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

_____By: _____
Date Signature of USDOT's Authorized Representative

[insert name]

Name

[insert title]

Title



CITY OF LORAIN

City Council Committee & Regular Meeting

7. t.

Meeting Date: 04/06/2026

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY PERMANENT BUDGET ORDINANCE #43-26 BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Appropriate additional items in the 2026 permanent budget.

RECOMMENDATION TO COUNCIL:

Lorain City Council to consider for passage.

Admin Only

____ Appropriation.

Fiscal Impact

Funds Available In Current Year Budget (Y/N): Y
Estimate of Total Expenditure: Variable
List of Funding Source and/or Account Number: Various
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Appropriation
Appropriation Documentation

Form Review

Inbox	Reviewed By	Date
Harper	Dawn Walther	04/01/2026 03:36 PM
Harper	Anita Harper	04/01/2026 03:59 PM
P. Riley	Patrick Riley	04/01/2026 04:12 PM
Form Started By: Dawn Walther		Started On: 04/01/2026 02:46 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY PERMANENT BUDGET ORDINANCE #43-26 BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

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

SECTION I. That the following amount be appropriated from the following funds to provide for the current expenses and other expenditures in the City of Lorain, State of Ohio, beginning January 1, 2026 and ending December 31, 2026:

WPC Fund	
Fund Balance	\$ 5,800
UDAG Fund	
Fund Balance	\$ 15,000
Capital Improvements Fund	
Fund Balance	\$109,670

SECTION II. That the following amounts be appropriated to the following funds:

WPC Fund	
Engineering – Other Operating	\$ 5,800
UDAG Fund	
CRA – Contractual Services	\$ 15,000
Capital Improvements Fund	
ODOT Projects (PIDs)	\$ 84,670
Contractual Services	\$ 25,000

SECTION III. That this Ordinance is passed by virtue of the provisions of Section 5705.40 Ohio Revised Code, all provisions of which have been complied with.

SECTION IV. That it is found and determined that all formal actions 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 and in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION V. This ordinance is hereby declared to be an emergency, the nature of which is the immediate need to provide funding to meet contractual obligations. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, provided it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

President of Council

ATTEST: _____, 2026
Clerk of Council

Mayor

APPROVED: _____, 2026

Harper, Anita

From: Vandersommen, Dale
Sent: Monday, January 5, 2026 3:13 PM
To: Harper, Anita
Cc: Martes, Elva
Subject: permanent budget request

Hi Anita,

It has come to my attention that I forgot to add two items to the water pollution control fund (6130.P613.3180). The items are as follows:

8100.1600 Education and Inservice	\$2,000
8100.9999 Other Operating	\$3,800

We should be fine until the permanent budget, but if you could add them I would appreciate it!

Dale Vandersommen, PE
City Engineer
City of Lorain

Source: WPC Fund - Fund Balance
\$5,800

Use: WPC Fund - Engineering
Other Operating
\$5,800



Nutt, Daniel

From: Davey, Robyn
Sent: Wednesday, April 1, 2026 10:31 AM
To: Nutt, Daniel
Cc: Harper, Anita; Kuszniir, Matt
Subject: Appropriation



Hi Dan.

Please add the below to the next appropriation:

SOURCE: UDAG – ~~Cash~~^{FUNDS} Balance (2290) - \$15,000

USE: UDAG – CRA – Contractual Services (2290.R225.7160.6300.1500) - \$15,000

OK
agH

This is to extend the Montrose Group agreement for continued work on the Silver Hills project.

Thanks!

Robyn Davey | Comptroller

City of Lorain – Building, Housing & Planning | 200 West Erie Avenue – 5th Floor | Lorain, OH 44052

440.204.2020 (Main) 440.204.2062 (Direct)

Robyn_Davey@cityoflorain.org | www.cityoflorain.org

Harper, Anita

From: Newsome, Veronica
Sent: Monday, March 23, 2026 10:32 AM
To: Harper, Anita
Cc: Martes, Elva; Frey, Gwen
Subject: Close PO reappropriate
Attachments: Purchase Order Reprint Form 10_15_2025 8_46_21 AM_Martes Elva _D9V0LDBE.pdf

Anita,

We can now close the attached PO. I would like to ask that the funds be reappropriated to 4010.C401.6300.2305 for the purpose of being utilized for construction management on PID 120211. PID 120211 is this year's safe routes to school project: ORD 027-26.

If you have any questions, please let me know.

Best,
Veronica A Newsome, P.E.
Engineer III
200 West Erie Ave.
Lorain, OH 44052
Land-440-204-2003
Hand-440-420-5924

Source:
Capital Improvements Fund
Fund Balance
4010.C401.4950.1700
\$84,670

Use:
Capital Improvements Fund
ODOT Projects (PIDs)
4010.C401.6300.2305
\$84,670



Ship To
 City of Lorain
 Engineering Department - 4th Floor
 200 West Erie Ave PH (440)204-1300
 Lorain, OH 44052

Bill To
 City of Lorain
 Engineering Department - 4th Floor
 200 West Erie Ave PH (440)204-1300
 Lorain, OH 44052

Purchase Order
No. 2025-00001053
DATE 06/04/2025

VENDOR 15520 - Terminal Ready Mix, Inc.

Reprint Purchase Order

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA NONE
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Martes, Elva

Contact
 Terminal Ready Mix, Inc.
 524 Colorado Avenue
 Lorain, OH 44052

REFERENCE # Agr No. 25-016 134-25; Ord 14-25; BOC "j" 2/12/25; "d" 9/17/25

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	EA	City Improvements - Longbrook/Yorktown Rd. Rehab Project PID 120288 Original City Portion \$317,621.70 Amendment Increase \$100,000.00 TOTAL NEW AMT \$417,621.70 Ord 134-25; BOC Item "d" 9/17/25 4010.C401.6300.5601 - City Improvements 417,621.70	Open	417,621.7000	\$417,621.70
					\$310,746.83
					-\$46,052.48
					\$264,694.35
					-\$180,024.03
					\$84,670.32
					OK
TOTAL DUE					\$417,621.70

Special Instructions



The City of Lorain, Ohio

Anita Harper, Auditor

200 West Erie Avenue, 6th Floor
Lorain, OH 44052-1606

Phone: (440) 204-2013
Fax: (440) 204-2097

April 1, 2026

The Honorable Jack Bradley
Mayor of Lorain
200 West Erie Ave.
Lorain, OH 44052

Dear Mayor;

I am requesting that the following amounts be appropriated in the Permanent Budget by City Council at the next regular meeting as follows:

1)	Source of Funds:	Capital Improvements Fund Fund Balance 4010.XXXX	\$ 25,000
	Use of Funds:	Capital Improvements Fund Contractual Services 4010.C401.6300.1500	\$ 25,000

This request is to appropriate the year two payment to United Way for resident utility bill assistance as provided for in the Energy Harbor Community Grant received by the City per Ordinance #244-22 .

If you have any questions or concerns about these appropriation requests presented, please do not hesitate to contact me.

Respectfully,

Anita Harper
Auditor



CITY OF LORAIN

City Council Committee & Regular Meeting

7. u.

Meeting Date: 04/06/2026

Submitted by: Michele Beko, Law Office Admin

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, INC. FOR THE PROVISION OF UTILITY REPAIR AND PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND:

TO SECURE THE NECESSARY CONSTRUCTION AND PROFESSIONAL SERVICES OF INSITUFORM TECHNOLOGIES, INC. FOR EMERGENCY UTILITY REPAIR TO SEWER LINES WHICH TRAVERSE THE RAILROAD PROPERTIES NORFOLK SOUTHERN RAILROAD LOCATED AT OR ABOUT ROOT ROAD IN THE CITY OF LORAIN

RECOMMENDATION TO COUNCIL:

CONSIDERATION FOR PASSAGE

Admin Only

****REQUEST TO AMEND THE AGENDA AND ADD THE ITEM FOR CONSIDERATION.**

___ Ord. authorizing the Safety/Service Dir to enter into an agreement with Insituform Technologies, Inc., for the provision of utility repair and professional services.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 450,000
List of Funding Source and/or Account Number: 6160P61663001500
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

ORDINANCE
EXHIBIT "A"

Form Review

Inbox
Beko (Originator)

Reviewed By
Michele Beko

Date
04/07/2026 09:28 AM

P. Riley
P. Riley
Form Started By: Michele Beko
Final Approval Date: 04/07/2026

Michele Beko
Michele Beko

04/07/2026 09:28 AM
04/07/2026 01:01 PM
Started On: 04/07/2026 09:00 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH INSITUFORM TECHNOLOGIES, INC., FOR THE PROVISION OF UTILITY REPAIR AND PROFESSIONAL SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain desires to procure the necessary construction and professional services of Insituform Technologies, Inc., in regard to emergency utility repair to sewer lines which traverse the railroad properties of Norfolk Southern Railroad located at or about Root Road in the City of Lorain; and,

WHEREAS, the City Department of Utilities sought estimates and capabilities from several outside construction companies to make the sewer line repairs as were anticipated as being necessary and determined that Insituform Technologies, Inc., had the expertise and emergency capability to effectuate the necessary emergency repairs; and

WHEREAS, the City of Lorain has obtained all necessary approvals, including the approval of the Norfolk Southern Railroad to enter upon the railroad's property and make the emergency sewer line repairs; and

WHEREAS, the Utilities Department recommends that the City of Lorain enter into an agreement with Insituform Technologies, Inc., for equipment, materials, and professional services needed to make emergency sewer repairs to utilities for an amount not to exceed \$450,000.00.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an Agreement with Insituform Technologies, Inc., a copy of which is marked "Exhibit A", attached hereto and incorporated herein by reference (the "Agreement"). The Agreement shall be in form and substance essentially similar to Exhibit A hereto and be subject to the approval by the Law Director.

SECTION II. That the cost of said repairs shall not exceed \$450,000.00 and shall be paid from Account Number: 6160P61663001500.

SECTION II.: That it is found and determined that all formal actions of Council concerning and relating to the adoption 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 actions, were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code; and

SECTION III: That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to obtain construction and professional services for emergency utility repair to sewer lines at or about Root Road in the City of Lorain. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, 2025

CLERK OF COUNCIL

APPROVED: _____, 2025

MAYOR

**STANDARD AGREEMENT
THE CITY OF LORAIN**

I. INTRODUCTION

This Agreement is entered into on _____, by and between the City of Lorain, Ohio (“Owner”), located at 200 West Erie Avenue, Lorain, Ohio 44052, and Insituform Technologies, Inc. (“Contractor”), located at 580 Goddard Avenue, Chesterfield, MO 63005 for the Root Road Emergency Project (“Project”).

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement (“Agreement”) as of the date set forth above. The Owner and the Contractor agree as follows:

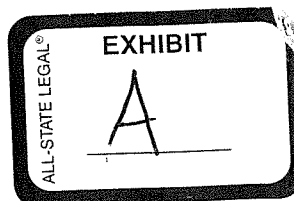
1 WORK.

1.1 The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the “Work”) necessary for the timely and proper completion of the Work described in the Contract Documents for the Project. The Contractor shall provide the Performance and Payment Bonds on the forms and in the manner described in the Contract Documents.

1.2 CLEANUP. Contractor shall cleanup, repair, restore and otherwise return any site or location provided by Owner to the condition in which it was delivered to Contractor. Contractor shall repair, at its sole expense, any property it damages, whether part of the work or not, to a condition acceptable to Owner.

1.3 FINAL COMPLETION. The Project shall be finally completed within One Hundred Twenty Days (120) from the Notice to Proceed. Final Completion of the Agreement will have been achieved and the Contractor may invoice for the remaining balance of the Agreement after the Agreement has been substantially completed and all punch list items have been completed to the satisfaction of the City. The Contractor shall at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, so as to complete the Project by the Date for Final Completion. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3.1 SUBSTANTIAL COMPLETION. The Project shall be substantially completed Ninety days (90) from the Notice to Proceed. When Contractor has completed performing all the bid items and foresees no changes, a final-walk through should be requested with the project inspector. At that walk-thru, all outstanding work shall be compiled and divided into two categories; incomplete bid items and punch-list items. When the City concurs that all the outstanding work can be defined as punch-list items, the contract shall be considered substantially complete.



1.4 SUPERVISION. The Contractor shall assign a competent Project Supervisor who shall be present on site. At the Owner's request and without additional charge to Owner, the Contractor shall replace the Project Supervisor. The Owner's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants. At a minimum, the Project Supervisor shall be present on site whenever any Contractor or Subcontractor personnel are present on site.

1.5 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable licenses, , and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable under the provisions of Income Tax Ordinances of the Owner, for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

2 CONTRACT DOCUMENTS.

2.1 The Contract Documents consist exclusively of:

- This Agreement
- Scope of Work
- Performance and Payment Bond
- Ohio Prevailing Wage rates

If there is a conflict between any of the Contract Documents, the document listed first above shall control.

3 OWNER'S REPRESENTATIVE.

3.1 The City Engineer and/or his designee is the Owner's Representative with respect to all matters involving the Owner.

3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative, although the Safety/Service Director and Fiscal Officer of the Owner are also authorized to send written communications to the Contractor.

3.3 The Owner's Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents. Such inspections shall not relieve the Contractor of any of its obligations under the Contract Documents.

3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR FINAL COMPLETION AND PROJECT COORDINATION.

4.1 Project Time Schedule. The Owner anticipates that Work on the Project will begin upon its issuance of a Notice to Proceed and be finally completed by **June 1, 2026**, unless the Owner and Contractor agree to different commencement and completion dates.

4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

4.3 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

5 DELAYS AND ACCELERATIONS.

5.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within 24 hours of the commencement of the delay. The notice shall state in all capital letters at least 12 point font "NOTICE OF DELAY." The failure to give the required notice or include the required "NOTICE OF DELAY" language shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay shall entitle the Contractor to an extension of time, additional payment, or both. Any of the foregoing shall only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

5.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Contract schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take the required action within two days of the Notice. If the acceleration is not due to fault of the Contractor, Owner shall issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2.

5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Final Completion so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule. The Owner shall not be required to compensate the Contractor for accelerating its Work based on the Contractor's own decision so that the Work is in final form by the Date for Final Completion.

5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating

its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, and (d) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of items (a) and (b) for which additional compensation is permitted under this Paragraph. The foregoing shall be the only additional compensation and/or damages the Contractor shall be entitled to receive for accelerating its Work so that it is complete before the Date for Final Completion. As a condition precedent to its recovery of additional compensation, the Contractor shall provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

6 CORRECTIVE ACTION.

6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, and the City orders the Contractor to take corrective action, THE CONTRACTOR SHALL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT (48) BUSINESS HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE OR BY THE DEADLINE FOR COMPLETION OF THE PROJECT SET FORTH IN THIS AGREEMENT WHICHEVER IS SOONER AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, SHALL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph. Failure of the Owner to issue an order to take corrective action to the Contractor to take corrective action does not relieve the Contractor of its obligations and duties hereunder.

7 CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and timely completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$404,521.00. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor because of the Work or the materials incorporated into the Work. The Contractor shall pay any such taxes.

8 LIQUIDATED DAMAGES.

8.1 The Contractor shall have its work substantially completed by the date stated in Paragraph 1.3.1; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.

8.2 If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 1.3.1 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in the amount of \$300.00 per day.

8.3 The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents. In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

9 LIMITATION AND LIABILITY.

9.1 The Owner's total liability under this Agreement shall be limited to the amount set forth in the Finance Director's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10 PAYMENT

10.1 APPLICATIONS FOR PAYMENT. Payment applications shall be submitted on a monthly basis and shall reflect the amount of work completed as of the date the application for payment is submitted. On or before Completion, the Contractor shall submit to the Owner, an itemized payment application for such period in the following format and with one copy of the following documentation: 1) Invoice for work performed and materials and equipment provided for the previous pay period; 2) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due; 3) Contractor's Affidavit

of Release of Liens with and lien releases in the format provided by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment; 4) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

10.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner; 2) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 5) Any representations made by the Contractor are untrue; 6) The failure of the Contractor to make payments to its Subcontractors; 7) Damage to the Owner's property or the property of another person or laborer; 8) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or 9) Liens filed or reasonable evidence indicating the probable filing of such liens.

10.3 The Owner will pay the Contractor within 30 days after approval of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application. In the event payment will be made from a source of funds not controlled by the Owner, Contractor's payment application shall be processed by the Owner if such payment source within 30 days of the approval of the Contractor's payment application.

11 RETAINAGE.

11.1 AMOUNT OF PAYMENTS. Subject to Paragraph 8.1, the amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:

11.2 PAYMENTS. Payments under the contract shall be made at the rate of 92% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When more than fifty percent (50%) of the Work has been completed, the amount retained may be reduced at the City's sole discretion. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's indemnification obligations; or back charges that the City may assess against the Contractor.

11.3 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and

documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

11.4 FINAL PAYMENT.

11.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner: 1) All items from Paragraph 10.1; 2) Consent of the Contractor's Surety to Payment; 3) An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and 4) Such other documentation as required by the Contract Documents, the Owner, or applicable law.

11.4.2 The making of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner for the following: 1) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled; 2) Failure of the Work to comply with the requirements of the Contract Documents; 3) Terms of special warranties required by the Contract Documents; 4) Claims for Indemnification; 5) Claims about which the Owner has given the Contractor written notice; or 6) Claims arising after Final Payment.

11.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

12 CHANGE ORDERS.

12.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any. Change Orders shall be made on a written instrument (form) prescribed and approved by Owner. In the event that a change order must be approved by a funding source other than Owner before payment can issue, the Change Order written instrument (form) shall be signed by a representative of the funding source.

13 CLAIMS AND DISPUTES.

13.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 10.2 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an

affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that:

13.1.1 The Claim which is submitted herewith complies with Paragraph 13.1 of the Owner-Contractor Agreement, which provides that the "Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

13.1.2 Claims must be made by written notice in an acceptable written medium. Claims may not be submitted via email.

13.1.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

13.1.4 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

13.1.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents AND (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall give written notice to the other party promptly before conditions are disturbed. If the conditions meet the requirements of (1) AND (2) and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner will issue an appropriate Change Order.

13.1.6 The Contractor shall make all claims in writing within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Failure to do so shall be an irrevocable waiver of the Claim.

13.1.7 Within ten (10) days of its receipt of a written request, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

13.1.8 If a Claim has not been resolved within fourteen (14) days after submission to the other party, the City shall have the right, at its sole discretion, to elect to pursue resolution of the Claim through mediation or arbitration. Should the City elect to pursue either mediation or arbitration, said alternative dispute resolution shall be conducted in general conformity with the applicable rules of the American Arbitration Association. Should the City elect not to pursue resolution of a claim through the foregoing process, the Claimant's exclusive remedy is to file suit in the Common Pleas Court of Lorain County, Ohio.

14 DEFAULT OF THE CONTRACTOR.

14.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

14.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, or applicable law, rule or regulation and provide Owner a written statement of the corrective action plan or

14.1.2 The Contractor's failure thereafter to use its best efforts to correct such failure, or

14.1.3 Except when an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after receipt of written notice thereof, or such shorter period of time as is mandated by application, rule or regulation;

14.1.4 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

14.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

14.2.1 Order the Contractor in writing to stop the Work, which the Contractor shall do immediately; in case of emergency circumstances, the stop work order may be issued verbally by the Owner and confirmed in writing within twenty-four (24) hours after issuance of the verbal stop work order;

14.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

14.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

14.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

14.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess shall be paid to the Contractor. If such

costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

15 DEFAULT OF THE OWNER.

15.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

15.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action.

15.2 CONTRACTOR'S REMEDY.

15.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages in the Common Pleas Court of Lorain County, Ohio. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

15.2.2 If the Owner fails to pay the Contractor as payment becomes due, as provided in Section 10.3 above, the Contractor may, upon fifteen (15) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 16 of this Agreement.

16 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.

16.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

16.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

16.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

16.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.

16.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the Owner, in

which case the Contractor shall take the action directed by the Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

16.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 10% on the Work performed up to the date of termination.

16.2.4 If this Agreement is terminated without cause for the Owner's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

16.2.5 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

17 INSURANCE AND INDEMNIFICATION.

17.1 The Contractor shall maintain:

- Comprehensive general liability insurance in the amount of \$1,000,000.00;
- Automobile liability insurance in the amount of \$1,000,000.00;
- Workers compensation coverage as required by Ohio Law;
- Umbrella/Excess liability coverage in the amount of \$2,000,000.00; and
- Additionally, said policies of insurance shall name the Owner, its elected officials, officers, employees, agents and volunteers as additional insureds for incidents arising out of the Contract.

17.2 Insurance furnished by the Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials.

17.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The Owner may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise

due the Contractor under the Contract Documents. It is agreed that the cost of the Owner's staff in calculating any expenses under this Paragraph shall be at the staff person's hourly rate of compensation including benefits.

17.4 This Indemnity Clause shall survive expiration or termination of this Contract.

18 WARRANTIES.

18.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new, unless otherwise specified;
- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Warranty shall be Two years from final completion and acceptance by Owner.

18.2 Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) business hours after written notice thereof, unless otherwise specified in said written notice by the owner and thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except when an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) calendar days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within ten (10) days after the date of such notice, all of the Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Paragraph, the Contractor shall pay the Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

19 GENERAL.

19.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

19.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

19.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.

19.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Lorain County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

19.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the Owner shall not commence until the discovery of such defective or non-conforming Work by the Owner.

19.6 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Owner's Representative/Designee," and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

19.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved

against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

19.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner shall be subject to the sole discretion of the Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor shall have the burden of proving by clear and convincing evidence that it was not made in good faith.

19.9 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

19.10 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including, but not limited to Ohio's Prevailing Wage law if applicable. Ohio Prevailing Wage applies to the Project. It shall be the Contractor's affirmative duty to take such action as is necessary, including but not limited to monitoring increases in prevailing wage rates which may occur, time to time, during the term of this Agreement.

19.11 PROJECT SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

19.12 EQUAL OPPORTUNITY. Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

19.13 USE OF OWNER'S FACILITIES. The Contractor shall ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of the Owner: use the Owner's cafeteria, rest rooms, or phones; use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by the Owner. The Owner will not tolerate any such actions and any such action observed or made known to the Owner shall be dealt with severely.

19.14 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the O.R.C., and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

19.15 ENTIRE AGREEMENT. This Agreement and the other Contract Documents including Contractor's Proposal dated 2/18/26 constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.


City of Lorain Ohio

Contractor Insituform Technologies, LLC

By: _____

By: 

Its: _____


Christlanda Adkins

Date: _____

Its: Contracting and Attesting Officer
Date: 3/31/26

APPROVED AS TO FORM:



Date: 4/6/2026

Patrick Riley City of Lorain Law Director



Scope of Work

Proposal

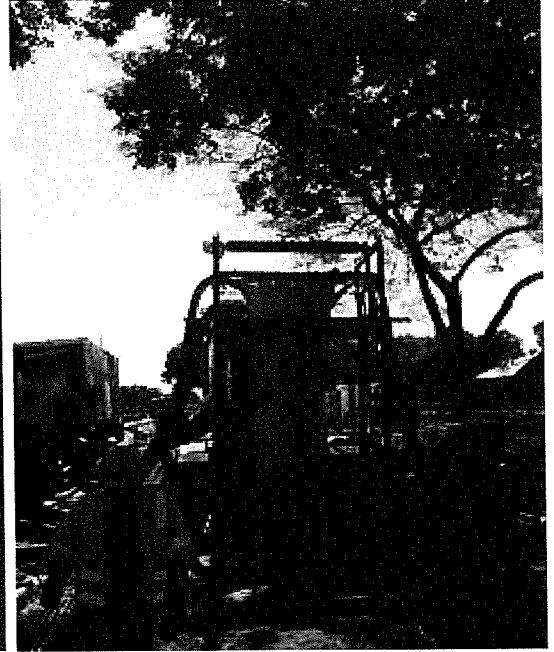
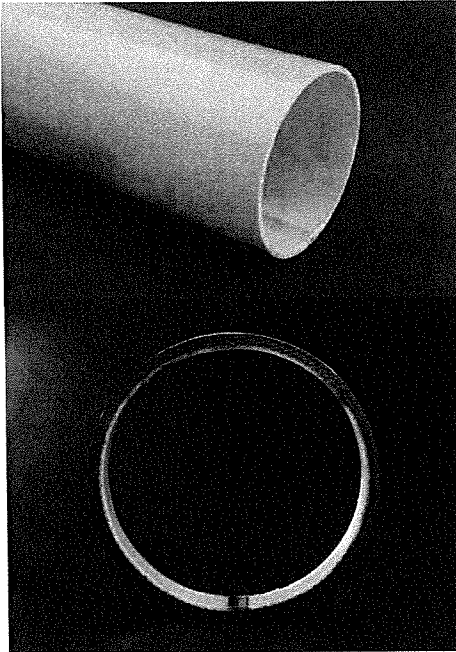
Lorain OH Root Rd Emergency Project

Prepared for:

Joseph Carbanaro

Prepared by:

Bobby McMaster



Insituform Technologies, LLC an Azuria Water Solutions Company
580 Goddard Avenue, MO USA 63005
www.insituform.com (636) 530-8000



February 18, 2025

SO-00216538

Joseh Carbonaro
 The City of Lorain
 Joseph_Carbonaro@cityoflorain.org

Re: Root Road Emergency project

Dear Joseph,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Lorain OH**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

The following pricing and information herein should be considered confidential:

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	BID UNIT PRICE	TOTAL
1	Install an estimated 90' of 20" PVC BY SLIP LINING Through the existing 24" FRP Pipe under the railroad. Grout 70' the annular space between the 20" and 24" pipe. Install a new 48" MH outside of the railroad ROW at the end of the slip lining pipe. Replace approximately 128' of the existing 24" FRP pipe with 24" PVC pipe by open cut method between the new manhole and existing manhole B. Post CCTV will be completed after the work is done	1	LS		
10					
				Total	\$399,521.00

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
 2. Quantities are estimated. Customers shall be invoiced for actual quantities at the above unit prices.
 3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. ITLLC has included Prevailing Wages for this project
 4. ITILLC assumes that the 24" pipe can be slipped line with the 20" PVC pipe. If for some reason this cannot be done due to obstructions or any other unforeseen issue, then pricing and methods are subject to change.
 5. ITILLC shall invoice for standby time resulting from delays that are not attributable to any act, omission, or fault of ITILLC. This would be invoiced on a time and material basis.
 6. Insituform's current price does not include bypass and assumes the owner will provide.
 7. ITILLC assumes the owner will work directly with the railroad for permits and access permission
 8. ITILLC assumes that the host pipe is free of voids or structural cracks, and that grouting will be limited to the 4-inch annular space between the host pipe and the slip-lined pipe. In the event that voids or other conditions are encountered that require additional grouting beyond the assumed scope, ITILLC reserves the right to apply additional charges.
 9. Insituform assumes the Customer will handle all traffic control.
 10. ITILLC assumes that the owner will provide all permits, access, railroad flagging, ETC.
 11. ITILLC assumes that the owner will be granted access from the local property owners
- ITILLC has prepared this proposal based on the information provided by the client and on reasonable assumptions made at the time of submission. Should unforeseen conditions or circumstances arise that differ from those stated or assumed, ITILLC reserves the right to revise the scope of work and adjust pricing accordingly.

ITLLC SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Installation of Insituform resin impregnated CIPP liner in accordance with ASTM F1216 using either water or air/pull-in/steam, at the discretion of ITLLC.
3. Light Clean and CCTV inspection of the pipe before and after the lining is complete as a deliverable.
4. Standard insurance coverage with the following limits:
 - i. General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - ii. Auto: \$2,000,000 Combined Single Limit
 - iii. Workers Compensation: Statutory with \$1,000,000 Employer's Liability
 - iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.

These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No subcontract agreement shall be executed by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the subcontract documents:

1. All Permits, licenses, and construction easements.
2. CCTV and Clean
3. Dewatering
4. Surveying is excluded from Insituform work.
5. Traffic control
6. Railroad Insurance
7. Railroad flagging
8. Asphalt restoration
9. Concrete driveway and sidewalk Restoration
10. Grouting of inverts
11. Traffic control is excluded.
12. Styrene free material is excluded from this proposal
13. Manual operation of any pumping and/or metering stations.
14. Bypass Pumping
15. Clearing and Grubbing
16. Property and landscape Restoration is excluded.
17. Scaffolding (if required) to access raised manholes.
18. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
19. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the installation site) to complete CIPP installation, including curing and flushing.
20. Additional cleaning of pipe in preparation for lining greater than 3 passes (Light Cleaning).
21. Removal and disposal of any hazardous or toxic materials encountered during the Project.
22. Any costs associated with the disposal of inversion/cure/cleaning water used in any operations.
23. Traffic control greater than cones and signs including, police details, Lane Closures, Sidewalk Closures, RR flagmen and special traffic control setups.
24. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.)
25. Point repairs of any kind.

26. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe because of any such collapse or repair.
27. Locations of and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan. Owner to provide full access as needed for the lining.
28. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
29. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
30. State and local sales and/or use taxes.
31. Additional premiums for special insurance coverage(s) specific to this project.