CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

November 10, 2026

6:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of October 27, 2026
Minutes of the Caucus Meeting of October 27, 2026

COMMUNICATIONS

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Zakel, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Ference, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director

ADJOURNMENT

2026 PENDING LEGISLATION

ORDINANCE NO. 2026-31 – INTRODUCED BY COUNCILMAN FERENCE
An Ordinance amending various sections of the Middleburg Heights Zoning Code.
First Reading & Referred to Planning Commission – 4/28/2026, Second Reading 5/12/2026 Extension – 10/30/2026, Extension – 12/31/2026

ORDINANCE NO. 2026-46 - INTRODUCED BY MAYOR CASTELLI
An Ordinance declaring the improvement to certain parcels of real property within the city to be a public purpose and exempt from taxation pursuant to ORC Section 5709.41; providing for the collection and deposit of service payments; specifying the purposes for which those service payments may be expended; authorizing a Tax Increment Financing Agreement; and declaring an emergency. **(Southland South – TIF Agreement)**
First Reading – 6/23/2026, Second Reading – 10/13/2026

ORDINANCE NO. 2026-65 – INTRODUCED BY MAYOR CASTELLI
An Ordinance creating the Saint Amelia Tax Increment Financing Incentive District; declaring improvements to the parcels within the incentive district to be a public purpose and exempt from real property taxation; requiring the owners of those parcels to make service payments in lieu of taxes; establishing a municipal public improvement tax increment equivalent fund for the deposit of those service payments; requiring the distribution of a portion of those service payments to the Berea City School District, the Polaris Career Center and Cuyahoga County; specifying the public infrastructure improvements that benefit or serve parcels in the incentive district; and declaring an emergency.
First Reading – 10/13/2026

UN-NUMBERED LEGISLATION

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTO
A Resolution authorizing the mayor and finance director to enter into contracts for employee health coverage with Medical Mutual of Ohio for a period of one year.

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTO
A Resolution accepting life insurance proposal from National Insurance Services, Inc.

INTRODUCED BY COUNCILMAN MEANY
A Resolution authorizing the mayor to enter into a Member Community Infrastructure Grant Program Agreement with the Northeast Ohio Regional Sewer District for the Indian Creek Sanitary Relief Sewer Project.

DELIVERED NOV 05 2026

City of Middleburg Heights

RESOLUTION NUMBER 2026-____

Introduced By: Mr. Bortolotto, Mr. Meany and Mr. Ference

A RESOLUTION
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO CONTRACTS FOR EMPLOYEE HEALTH COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR A PERIOD OF ONE YEAR

WHEREAS, proposals were received by the City for the furnishing of administrative services and stop-loss insurance coverage for the City of Middleburg Heights' employee health coverage for the period beginning January 1, 2027 to December 31, 2027, and;

WHEREAS, The Fedeli Group, the City's health insurance broker, has recommended accepting the proposal of Medical Mutual of Ohio, as carrier for the furnishing of administrative services and stop-loss insurance coverage for the City of Middleburg Heights' employee health coverage, a copy of said recommendation is attached hereto and marked "Exhibit A" and;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO;

Section 1. That the Mayor and Finance Director are authorized to enter into contract renewals with Medical Mutual of Ohio for a one year period beginning January 1, 2027.

Section 2. 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 in compliance with all legal requirements, including Section 121.22 of Ohio Revised Code.

PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST_____

APPROVED ON_____

PRESENTED TO MAYOR_____

_____
MAYOR

ROLL CALL	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

City of Middleburg Heights Employee Benefits Review - Medical/Prescription, Dental and Vision

Effective January 1, 2027

Prepared by: The Fedeli Group

Submitted: October 28, 2026

Overview of Annual Benefits Renewal Process and Marketing Efforts

The City of Middleburg Heights maintains self-insured medical, prescription, dental and vision coverage with Medical Mutual. For the January 1, 2027 renewal, The Fedeli Group evaluated the incumbent renewal and competitive alternatives for medical, pharmacy, stop loss and ancillary benefits. The current medical program includes a $75,000 specific stop-loss deductible and a 125% aggregate corridor.

Medical Mutual's initial renewal produced a 16.8% increase in total expected medical and pharmacy cost including a $700,000 laser for known high claimant. Following negotiations, the revised renewal reduced the projected increase to 14.9%, lowering total expected cost from $4,765,206 to $4,687,543. The revised proposal retains the $75,000 specific deductible, changes the contract basis from 18/12 to incurred Any/12, which reduces run out claim exposure, lowers the laser for known high claimant to $600,000, and provides a no-new-lasers provision with a 50% rate cap.

The extensive marketing efforts included medical and pharmacy alternatives from Anthem and the Ohio Government Benefit Cooperative. Their projected total expected costs were $4,709,676 and $4,708,517, respectively, both above the negotiated Medical Mutual renewal. Aetna was not competitive and UnitedHealthcare declined to quote. Ancillary alternatives were also reviewed; Lincoln and Mutual of Omaha were not competitive.

Coverage / Cost Component	2026 Current	2027 Recommended	Adjustment
Medical/Rx - Net Fixed Costs	$1,100,025	$1,380,968	25.5%
Medical/Rx - Expected Claims	$2,978,905	$3,306,575	11.0%
Medical/Rx - Total Expected Cost	$4,078,929	$4,687,543	14.9%
Dental - Estimated Annual Cost	$135,648	$136,230	0.4%
Vision - Estimated Annual Cost	$14,387	$14,481	0.7%

Recommendation

The Fedeli Group recommends that the City of Middleburg Heights renew medical, prescription, dental and vision coverage with Medical Mutual for calendar year 2027. The negotiated medical and pharmacy renewal is the lowest projected total expected cost among the options presented, preserves the City's unique current benefit structure and carrier relationship, and adds contractual protection through the no-new-lasers provision and 50% rate cap. The dental renewal reflects a 0.4% increase in estimated annual cost, while the vision renewal reflects an estimated 0.7% increase.

This recap summarizes the proposal information. If a discrepancy exists, the applicable policy provisions or carrier proposal will prevail.

DELIVERED NOV 05 2026

City of Middleburg Heights

LIFE INSURANCE RES 2026.doc

RESOLUTION NUMBER 2026-____

Introduced By: Mr. Bortolotto, Mr. Meany, and Mr. Ference

A RESOLUTION
ACCEPTING LIFE INSURANCE PROPOSAL FROM
NATIONAL INSURANCE SERVICES, INC.,

WHEREAS, proposals were received by the Director of Finance of the City of Middleburg Heights, Ohio for the purchase of life insurance coverage for the City of Middleburg Heights' employees for the period beginning January 1, 2018 to December 31, 2018, and;

WHEREAS, the proposal of Madison National Life Insurance Company, as carrier for the furnishing of life insurance coverage was considered best, and;

WHEREAS, Madison National Life Insurance Company has agreed to extend the contract for the furnishing of life insurance coverage for the three year period commencing January 1, 2027 at no increase in premium;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO;

Section 1. That the Mayor and Finance Director are authorized to enter into a contract renewal with National Insurance Services, Inc. as agent with Madison National Life Insurance Company, as carrier for the furnishing of life insurance coverage for a three year period beginning January 1, 2027.

Section 2. 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 in compliance with all legal requirements, including Section 121.22 of Ohio Revised Code.

PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST_____

APPROVED ON_____

PRESENTED TO MAYOR_____

_____
MAYOR

ROLL CALL	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
ZAKEL	_____	_____

DELIVERED NOV 0 5 2026

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2026-

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE INDIAN CREEK SANITARY RELIEF SEWER PROJECT

WHEREAS, the Northeast Ohio Regional Sewer District (the District) is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorized regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities and other qualifying political subdivisions for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals; and

WHEREAS, in response to the District's Request for MCIP Proposals, the City of Middleburg Heights, a District member community, submitted an application for the Indian Creek Sanitary Relief Sewer Project (the "Project" or MCIP Project"); and

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to accept the MCIP grant and enter into an agreement with the Northeast Ohio Regional Sewer District, a copy of which is attached hereto and marked "Exhibit A" for the Indian Creek Sanitary Relief Sewer Project.

Section 2: It is hereby 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, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed:_____

_____
President of Council

Attest: _____
Clerk of Council

Approved On: _____

_____
Mayor

Presented to Mayor:_____

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Zakel	_____	_____

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF MIDDLEBURG HEIGHTS
FOR
INDIAN CREEK SANITARY RELIEF SEWER PROJECT

CONSTRUCTION ONLY

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January 2027 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 122-26, adopted by the District's Board of Trustees on August 6, 2026 (Exhibit "A"), and the City of Middleburg Heights ("Member Community"), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 202__ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities and other qualified political subdivisions for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Indian Creek Sanitary Relief Sewer Project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

1.1. The MCIP Project. The Member Community will manage a Construction Only MCIP Project, which generally consists of installing a new sanitary relief sewer to minimize basement backups to residential homes in the Indian Creek neighborhood, as set forth in Exhibit "D."

1.2. Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.

1.3. Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.

1.4. Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.

1.5. Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP funding, if they are part of the proposal and approved by the District.

1.6. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project

to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

1.7. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Construction of the MCIP Project

2.1. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.

2.2. Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative, Brian Page at paigeb@neorsd.org, a copy of the awarded bid.

2.3. Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.

2.4. Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

2.5. Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.

2.6. As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.

2.7. Record Drawings. The Member Community shall provide to the District Representative final record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.

2.8. District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.

2.9. Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

3.1. Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.

3.2. Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post- construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.

3.3. Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

4.1. District Funds. The District agrees to pay the Member Community an amount not to exceed $961,852.56 (the "District Funds") on a direct disbursement

basis, in accordance with the terms of this Article and Article 6. The anticipated disbursement amount is $769,482.05 for calendar year 2027 and $192,370.51 for calendar year 2028. Yearly anticipated disbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or $48,092.63 of the District Funds until the District receives the documents listed below and/or the match obligation has been met as outlined in Section 4.2:

a) final record drawings for the MCIP Project,

b) a letter referencing the post-construction operation and maintenance plan.

4.2. Member Community Funds.

4.2.1. The Member Community shall provide at least 44% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations.

4.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."

4.2.3. Each invoice submitted for disbursement to the District in accordance with Section 4.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

4.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2027 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall disburse funds directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member

Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Process, and Procedures, attached hereto as Exhibit "G." All disbursement requests must include the Fund Request and Progress Report Form (the "FRF"), attached to this agreement as Exhibit "H."

4.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, construction, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current FRF document. The FRF may be updated or otherwise amended by the District from time to time. The FRF shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

4.3.2. The Member Community understands, and agrees, that the FRF may only be signed by a duly authorized representative of the Member Community and that signature of the FRF by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant and contractor invoice, that the consultant's and contractor's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant and the contractor invoice is not in dispute by either the Member Community or its consultant/contractor, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant and the contractor as expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the District and within the time period prescribed in Member Community's contract with the consultant and the contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an

appropriate Member Community staff member to execute the FRF on behalf of the Member Community.

4.3.3. The FRF form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant and contractor invoice is accompanied by a complete and duly executed FRF and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

4.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant and contractors within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant and the contractor, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

4.3.5. All requests for payment of District Funds for project management, design services, and construction shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.

4.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.

4.3.7. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.

4.3.8. The Member Community will provide a copy of the professional services agreement and the bid award with the first direct disbursement request.

4.3.9. Quarterly progress reports as Exhibit "I" shall be submitted to the District in accordance with the following:

- First Submission: Due April 30, 2027 for work completed January 1, 2027– March 31, 2027;
- Second Submission: Due July 31, 2027 for work completed April 1, 2027 - June 30, 2027;
- Third Submission: Due October 31, 2027 for work completed July 1, 2027 – September 30, 2027;
- Fourth Submission: Due January 31, 2028 for work completed October 1, 2027 – December 31, 2027
- Fifth Submission: Due April 30, 2028 for work completed January 1, 2028– March 31, 2028;
- Sixth Submission: Due July 31, 2028 for work completed April 1, 2028 - June 30, 2028;
- Seventh Submission: Due October 31, 2028 for work completed July 1, 2028 – September 30, 2028;
- Eighth Submission: Due January 31, 2029 for work completed October 1, 2028 – December 31, 2028.

4.3.9.1. Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

4.3.10. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the FRF and Progress Report Form provided and available at:

MCIP Webpage

4.4. Third-Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

4.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

4.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

4.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit D).

Article 5. Public Participation and Outreach

5.1. Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.

5.2. District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

6.2. MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty

period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

7.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

8.1. Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

9.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	Director of Public Service

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Mayor

9.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. 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 ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. 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.

9.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, 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 Article 10, Remedies, below.

Article 10. Remedies.

10.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties 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. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representatives	Member Community Representatives
Funding Programs Administrator II	James Herron jherron@middleburgheights.com

Article 12. Release of Liability.

12.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

13.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

13.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

13.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

13.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

13.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

13.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

13.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

13.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

13.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

13.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

13.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

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. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A"	District Resolution
Exhibit "B"	Member Community's Authorizing Ordinance
Exhibit "C"	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application

Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy
Exhibit "G"	MCIP Process and Procedures
Exhibit "H"	Fund Request Form
Exhibit "I"	Progress Report Form

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF MIDDLEBURG HEIGHTS

By: _____

The legal form and correctness of this instrument is approved.

By:_____
Assistant/Director of Law
CITY OF MIDDLEBURG HEIGHTS

Date:_____, 2026

This Instrument Prepared By:

_____
Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
WITH
CITY OF MIDDLEBURG HEIGHTS
FOR
2027 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM
PROJECT:

INDIAN CREEK SANITARY RELIEF
SEWER PROJECT

Total Approximate Cost: $961,852.56

The legal form and correctness of the within instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date