

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

January 26, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Oath of Office.

William C. Lamb – Ward 4 Councilman by the Honorable Betty Sutton - bible held by
Elaine Lamb, wife

Roll Call.

Reading of minutes. (January 12, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointment.

Paul Wood – Uptown Park Advisory Committee – Exp. 12/31/28

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.

(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 9-26, Ord. 10-26, Ord. 11-26, Res. 12-26, Res. 13-26, Ord. 14-26, Ord. 15-26, Ord. 16-26, Ord. 17-26, Ord. 18-26, Ord. 19-26, Res. 20-26, Res. 21-26, Ord. 22-26, Ord. 23-26

Ord. 9-26

An Ordinance authorizing the Mayor to enter into a three-year contract with Rea & Associates, Inc. for the preparation of the City's CAFR in accordance with accounting principles generally accepted in the United States of American (GAAP) for the years ending December 31, 2025, December 31, 2026, and December 31, 2027.

Ord. 10-26

An Ordinance authorizing the expenditure of not to exceed \$60,000 to Signal Service Company for the Street Department.

Ord. 11-26

An Ordinance authorizing the expenditure of \$70,000 to Lake County Sewer Co. for the Street Department.

Res. 12-26

A Resolution authorizing the application and to accept reimbursements from the FY2024 Patrick Leahy Bulletproof Vest Program for the Police Department.

Res. 13-26

A Resolution authorizing the Mayor to file an application for grant assistance with the Bureau of Justice Assistance, U.S. Department of Justice for the FY2025 Bulletproof Vest Partnership (BVP) Grant Program for the Police Department.

Ord. 14-26

An Ordinance authorizing the purchase of one (1) 2026 Ford F250 Regular Cab 4 WD Pickup Truck equipped with snowplow from Montrose Ford to be used by the Cemetery Department.

Ord. 15-26

An Ordinance amending Section 133.01 of the Codified Ordinances of the City of Medina, Ohio relative to the "City" Association Memberships.

Ord. 16-26

An Ordinance accepting the appraisal (Fair Market Value Estimate) for the South Huntington Street Bridge Project.
(emergency clause requested)

Ord. 17-26

An Ordinance approving the Tenth Amendment to the City of Medina – Montville Township Joint Economic Development District and Annexation Contract to add territory to the district.

Ord. 18-26

An Ordinance authorizing the Mayor to execute a Railroad Crossing Agreement and a Letter Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the Prospect Street Bridge Project.
(emergency clause requested)

Ord. 19-26

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

Res. 20-26

A Resolution accepting the donation of \$12,000 from Murray and Susan VanEpp to assist the City of Medina with the purchase of vacant land located at 338 Foundry Street.

Res. 21-26

A Resolution accepting the donation of \$20,500 from the Tom and Jill Lincoln Foundation to assist the City of Medina with the purchase of vacant land located at 338 Foundry Street.

Ord. 22-26

An Ordinance authorizing the Mayor to execute a Purchase Agreement with Richard Allen Anthony for the purchase of the property located at 338 Foundry Street, Medina, Ohio.

Ord. 23-26

An Ordinance authorizing the Mayor to approve Change Order #01 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

Ord. 24-26

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy the obligation.

(emergency clause requested)

Council comments.

Adjournment.

MEDINA CITY COUNCIL
Monday, January 12, 2026

Public Hearing:

To consider an amendment to the contract establishing and governing the City of Medina-Montville Township Joint Economic Development District to add certain properties to the district. To add district to the JEDD territory and for consideration are four parcels. Two are owned by Cobblestone Crossings LLC and the other two are owned by Lakefront Oho LLC, totaling 59 acres. Jedd Board met back in May to approve these four parcels coming into the district and as part of the process we needed to have this public hearing.

In favor of:

Katie Lancianese resides at 3200 West Market Street in Akron, OH and is the developer for Cobblestone Crossing. Katie brought an application before council to be considered on adding the 55 acres into the JEDD. There are projects in place, currently that they are working through final approvals on for multi-family rentals, a VA Clinic, and an assisted living facility. There is future development for an additional 21 acres for large commercial projects (to be determined). They are anticipating getting shovels in the ground this spring.

Kimbely added that Katie has also completed a traffic study for this site and has received approval from ODOT for a right-in off SR3 and with full access on SR162.

No one spoke against.

Public Hearing closed at 7:38 p.m.

Call to Order:

Medina City Council met in regular session on Monday, January 12th, 2026, at Medina City Hall. The meeting was called to order at 7:38 p.m. by President John Coyne, who also led in the Pledge of Allegiance.

Roll Call:

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

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

Reading of Minutes:

Ms. Haire moved that the minutes from the meetings on December 8, 2025, January 6, 2026- Organizational and January 6, 2026- Special as prepared and submitted by the Clerk of Council be approved, seconded by Mr. Simpson. The roll was called and the motion passed with the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, C. Simmons and D. Simpson.

Reports of Standing Committees:

Finance Committee: Mr. Coyne stated the Finance Committee met prior to Council this evening and will meet again next year,

Public Properties Committee: Ms. Haire had no report.

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

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Special Legislation Committee: Ms. DiSalvo had no report.

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

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

Emerging Technologies Committee: Ms. DiSalvo stated that there will be a meeting scheduled soon and will have some things to report. Please check out the City Website. President Coyne stated that the Emerging Technologies Committee will be chaired by the new Ward 4 Council person.

Requests for Council Action:

Finance Committee

- 26-001-1/12 – GAAP Conversion Contract w/ Reah and Associates 2025-2207
- 26-002-1/12 – Authorize sale of 5.4235 acres of former Bennett Lumber property
- 26-003-1/12 – Expenditure – Best Equipment – Street Dept.
- 26-004-1/12 – Expenditure – Signal Service Co. – Street Dept.
- 26-005-1/12 – Expenditure – Lake County Sewer – Street Dept.
- 26-006-1/12 – W. Liberty Street Zoning Map Amendment C-1 to C-3
- 26-007-1/12 – Grant Approval 2024 Patrick Leahy Bullet Proof Vest Partnership – Police
- 26-008-1/12 – Grant Application – 2025 Bureau of Justice Assistance – Officer Ballistic Vests
- 26-009-1/12 – Budget Amendments
- 26-010-1/12 – Transfer Request – MCRC Capital Contribution
- 26-011-1/12 – Transfer Request – Railroad Fund
- ~~26-012-1/12 – Then & Now – Flock Safety – Police Dept. Pulled from meeting~~
- 26-013-1/12 – Purchase 2026 Ford F-250 – Cemetery
- 26-014-1/12 – Amend Code 133.01 – Association Memberships, CUE-COG – Service
- 26-015-1/12 – Medina Municipal Courthouse – Change Order #01
- 26-016-1/12 – FMVE’s for S. Huntington Street Bridge
- 26-017-1/12 – Railroad Crossing Agreement and Letter Agreement – Prospect St. Bridge
- 26-018-1/12 – Accept Donation – Sign Purchase Agreement – 338 Foundry St.
- 26-019-1/12 – Petitions to Join JEDD – Cobblestone Crossings LLC & Lakefront Ohio LLC
- 26-020-1/12 – Electric Aggregation Pricing

Special Legislation Committee

- 26-021-1/12 – Modify Current Deer Abatement Ordinance

Streets & Sidewalks Committee

- 26-022-1/12 – Modify Current Sidewalk Program
- 26-023-1/12 – Modify Parking Around the Square
- 26-024-1/12 – Traffic Signal Timing Throughout the City

Reports of Municipal Officers:

James Shields, Mayor,

Mayor welcomed everyone back to Council.

Medina City Council
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The leaf program is now complete. The trucks made a final pass from one end of the city to the other.

Saturday, January 10th the America 250 Medina Program has their first event at the library with a great turnout. Roger Smalley and Chet Simmons were very instrumental in a really interesting program that was the Declaration of Independence through early federal legislation.

January 24th, 2026, another America 250 Program will present a presentation at 1 p.m. in the Community Room at the Medina Library.

Monday, the 19th is Martin Luther King Day and City Hall will be closed. Trash pick-up will remain on regular schedule. There is a MLK Program presented by The Medina County churches at Second Baptist Church, 51 Bronson Street 7 p.m. Six different pastors from the community that will speak.

January 24th, Medina City Schools will host a community pancake breakfast and spotlight on students from 8 a.m. to noon at the MHS main cafeteria. Breakfast is \$5 and free for 60 and over. Student performances from 9 a.m. to noon.

United Way of Summit/Medina County – Households here in the city earning less \$67,000.00 per year are entitled to free tax prep services as well as households earning less than \$84,000.00 can access free tax preparation software.

Thanked public for stopping in and welcoming him during his first week, he has met a lot of great people. Thanked all department heads and the employees here in the city. Everyone's been so welcoming and helpful.

Keith Dirham, Finance Director, Keith stated there are a couple of things that originated with Finance on the agenda and he will address those when we get there.

Greg Huber, Law Department, Greg had no report.

Kimberly Marshall, Economic Development Director, Kimberly stated the Yost-Sunoco site is stabilized for the winter. There is still more work to do with the grading of the site. There is a concrete block that needs to be removed. Barricades are in place so no one can drive through. Grant extension was requested through June 30th, 2026.

Chief Kinney, Police Department, Chief Kinney updated everyone on the deer hunting program stating that 98 deer have been harvested and the archery season ends February 1st.

Nino Piccoli, Service Director, Nino had no report.

Patrick Patton, City Engineer, Blake Road reconstruction update is as follows: it has been awarded and anticipate it starting the first week of February and will be reaching out to all the property owners with information.

Chief Walters, Fire Department, Had no report.

Andrew Dutton, Community Development Director, Andrew stated in 2025 all jurisdictions in Medina County partnered to submit one single Community Housing Impact and Preservation, or CHIP Grant application with the county serving as the administrator. Medina is estimated to

receive approximately \$370,500.00.

Jansen Wehrley, Parks and Recreation Director, Jansen stated that they kicked off sledding under the lights at Reagan Park and this will continue on Fridays and Saturdays between the hours of 6 p.m. and 10 p.m.

Stop into the Rec Center if you haven't been there in a while as there are more new programs and events.

Dan Gladish, Building Official – not present.

Confirmation of Mayor's appointment

George Sam – Historical Preservation Board (2nd Alternate) – Exp. 12/31/26

Ms. Haire moved to approve the mayor's appointment, seconded by Mr. Simpson. The roll was call and the motion passed with the yea votes of N. DiSalvo, R. Haire, E. Isabella, C. Simmons, D. Simpson, and J. Coyne.

Motion by Council to authorize designee for public records training.

Motion to designate Clerk of Council and/or Deputy Clerk of Council, to act as the Mayor, the Director of Finance and City Council's designee to attend public records training as required by sections 149.43 and 109.43 of the Ohio revised code. Ms. Haire moved to approve, seconded by Mr. Simpson. The roll was called and passed with the yea votes of R. Haire, E. Isabella, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

Notices, communications and petitions

There were none.

Unfinished Business

There is none.

Introduction of visitors

Janet Newcomer is the Executive Director of Feeding Medina County and she came tonight to thank City Council, the Mayor, Police and Fire Chiefs and all volunteers who came out to the city distribution on December 30th. Distributed 3,125 pounds of food.

Ben Rudnick resides at 730 Fairfax Dr. in Medina. Ben spoke of data privacy and security as he has 10 years of experience in audit primarily focusing on IT systems. His concerns are long term implications of the government lease FLOCK safety surveillance cameras currently implemented in our city. We are heading towards a future where privacy becomes an illusion and every movement is monitored.

Introduction and consideration of ordinances and resolutions.

Ms. Haire moved to suspend the rules requiring three readings on the following ordinances and

resolutions, seconded by Mr. Simpson: Res. 3-26, Ord. 4-26, Ord. 5-26, Ord. 6-26, Ord. 7-26, Ord. 8-26. Motion passed by the yea votes of E. Isabella, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Res. 3-26

A Resolution requesting the County Auditor to make tax advances during the year 2026 pursuant to Ohio Revised Code Section 321.34. Ms. Haire moved for the adoption of Ordinance/Resolution No. 003-26, seconded by Mr. Simpson. Keith stated this a formality, but we have to make this request in order to get these advances. The roll was called and Ordinance/Resolution No. 003-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, and E. Isabella.

Ord. 4-26

An Ordinance authorizing the Job Creation Grant Agreement for Sandridge Food Corporation. Ms. Haire moved for the adoption of Ordinance/Resolution No. 004-26, seconded by Mr. Simpson. Kimberly Marshall stated this is for the purpose of renovating a newly acquired facility located at 111 Commerce Drive. Sandridge Food Corp. will have a total investment of \$5.3 million for the facility and improvements. The roll was called and Ordinance/Resolution No. 004-26 passed by the yea votes of D. Simpson, J. Coyne, R. Haire, E. Isabella, and C. Simmons. N. DiSalvo abstained.

Ord. 5-26

An Ordinance amending Sections 31.02 (B)(9), 31.05 and 31.07 of the Salaries and Benefits Code of the City of Medina, Ohio, relative to abolishing the Cable TV Department, creating a Communications Department, and accepting the new updated job descriptions. Ms. Haire moved for the adoption of Ordinance/Resolution No. 005-26, seconded by Mr. Simpson. Jarrod Fry stated he is looking forward to this opportunity with an affirmative vote this evening. There are no wage adjustments at this time. The new job descriptions were approved by Todd Hunt as well as Greg Huber our Law Director and by the Civil Service Commission. The roll was called and Ordinance/Resolution No. 005-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, C. Simmons and D. Simpson.

Ord. 6-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 006-26, seconded by Ms. Haire. Keith stated these are adjustments to the budget as discussed at the Finance meeting. The roll was called and Ordinance/Resolution No. 006-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, C. Simmons, D. Simpson, and J. Coyne.

Ord. 7-26

An Ordinance authorizing the Finance Director to make certain fund transfers. Ms. Haire moved for the adoption of Ordinance/Resolution No. 007-26, seconded by Mr. Simpson. Keith stated there are two transfers, one is the city's contribution to capital for the recreation center and the other is the city's contribution to the city owned railway. The roll was called and Ordinance/Resolution No. 007-26 passed by the yea votes of R. Haire, E. Isabella, C. Simmons,

D. Simpson, J. Coyne, and N. DiSalvo.

Ord. 8-26

PULLED FROM AGENDA – NEVER PASSED

An Ordinance of the Council of the City of Medina, Ohio, certifying that when a municipal obligation was incurred sums were lawfully appropriated in the funds to satisfy the obligation and sufficient sums currently exist to satisfy this obligation.

Mr. Coyne stated this ordinance is withdrawn from the agenda.

Council comments.

Mr. Simpson welcomed Mayor Shields to his first week in office.

There is so much going on in the world and our country, and for him personally it is embarrassing but in saying that, we have to deal with what life throws at us so just try to be kind to one another, it will make a difference.

Mr. Simmons thanked Janet Newcomer and Feeding Medina County for partnering with the City for the food distribution. Great outpouring of support, thanks to all that helped. Pick up your America 250 brochure here in City Hall.

Mr. Isabella congratulated Mayor Shields. Thank you to the residents and voters of the City of Medina for putting their faith in him. Ed thanked his mother for her support during campaigning.

Ms. DiSalvo congratulated Mayor Shields and she looks forward to working with him and our new councilperson Ed Isabella.

Mr. Coyne stated we have a vacancy for Ward 4 Councilperson, and we have an obligation to fill this seat.

Ward 4 Vacancy Interviews: (Interviews conducted in order they were received)

- Donald E. Williams
- Bruce G. Gold
- Matthew R. Gregory
- John J. Stanko - Candidate withdrew application
- Bill Lamb
- Janice Jokkel

Questions that the council had for the candidates:

Coyne – what do you think is the most important issue facing the City of Medina?

Simpson – Our city charter states that the council members and the seats they were elected for are non-partisan. Do you agree or not and why?

DiSalvo – How would you handle a situation where a vocal minority strongly opposes something that appears to benefit the community.

Simmons – Leadership rises and falls with relationships. As Ward 4 City Council you will be representing a specific population of Medina City residents. Relationships with them will grow with perspectives, feelings, judgements, opinions and experiences. Please give a couple of examples of relationships you have cultivated that would demonstrate your ability to lead.

Regi Haire – What does diversity and inclusion in the City of Medina look like to you and how do you respond when someone says “That doesn’t represent me and that is not what my Church/Religion says”

Ed Isabella – Medina City’s motto is Preserving the past. Forging the future. How would you balance those objectives and do you have any particular items that you feel the city needs to progress or change on?

Executive Session.

To consider the employment of a public employee or official.

Ms. Haire motioned to move into executive session at 9:31pm. to discuss the Ward 4 vacancy choice and selection, seconded by Mr. Simpson. The roll was called and motion to move into executive passed by the yea votes of E. Isabella, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

Motion to approve Bill Lamb as the Ward 4 Council Person.

Ms. Haire motioned to appoint Bill Lamb to Ward 4 vacancy on Medina City Council, seconded by Mr. Simpson. The roll was called and motion passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella.

Executive Session adjourned at 9:56 p.m. and the Council meeting readjoined to announce the Council’s selection. The roll was called and the appointment of Bill Lamb to the Ward 4 vacant seat was approved by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and E. Isabella.

There being no further business, the meeting was adjourned at 10:00 p.m.

Kathy Patton, Clerk of Council

John Coyne III, President of Council

ORDINANCE NO. 9-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE-YEAR CONTRACT WITH REA & ASSOCIATES, INC. FOR THE PREPARATION OF THE CITY'S CAFR IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA (GAAP) FOR THE YEARS ENDING DECEMBER 31, 2025, DECEMBER 31, 2026, AND DECEMBER 31, 2027.

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

- SEC. 1:** That the Mayor is hereby authorized to enter into a three-year contract with Rea & Associates, Inc. for the preparation of the City's CAFR in accordance with accounting principles generally accepted in the United States of America (GAAP) for the years ending December 31, 2025, December 31, 2026, and December 31, 2027.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That the fees for these services shall not exceed \$28,119.00 for the year ending December 31, 2025, \$29,530.10 for the year ending December 31, 2026, and \$31,003.00 for the year ending December 31, 2027 and will be available in Account No. 001-0707-52215.
- SEC. 4:** That the fees for additional accounting services, up to an estimated \$2,500 annually may be charged for events such as dept refundings, audit changes to the financial statements due to inaccurate or incomplete information provided by the City, restatements of prior year financial statements, or other non-routine events.
- SEC. 5:** That a copy of the contract is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 6:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 7:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



ORD 9-24
Ekh. 4

December 4, 2025

Keith Dirham, Finance Director
City of Medina
132 N Elmwood
Medina, OH 44256

Dear Mr. Dirham:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Medina, Ohio (City) a proposal to prepare the City's annual Basic Financial Statements.

The Objective and Scope of the Preparation of the Financial Statements

You have requested that we prepare the annual basic financial statements of City of Medina for the fiscal years ending December 31, 2025, 2026 and 2027 on a continuous basis. The financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
 - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

Keith Dirham, Finance Director, will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Records and Assistance

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. Those third-party service providers we use to assist us in providing services to you are collectively referred to herein as "Subcontractors". We may share your information, including Confidential Information and Personal Information, with our Subcontractors; provided that such recipients are bound by written obligations of confidentiality. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of our technology infrastructure. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third-Party Product, relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such City-provided data and information may be collected, processed, stored and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of Third-Party Products.

To the extent Rea gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Company shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product. The City agrees to indemnify and hold REA harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Data Protection Compliance

Prior to disclosing to a Rea Party or the granting of access to a Rea Party, you will identify in writing any personal, technical, or other data, information or items, provided or made accessible to a Rea Party pursuant to this Engagement Letter that may be subject to heightened protections under applicable statutes, regulations, governmental directives or guidance documents, or other legally binding standards relating to privacy,

cybersecurity, export controls, controlled unclassified information, and/or data protection, and will ensure compliance with all such requirements. This includes, but is not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program Operating Manual ("NISPOM") (which classified information shall not be provided to any Rea Party unless appropriate security clearances have been obtained prior to any such access), marked or unmarked controlled unclassified information ("CUI") (subject to any provisions of the NISPOM, the Federal Acquisition Regulation ("FAR") or any FAR supplement, DoD Instruction 5200.48, requirements of the National Archives and Records Administration, or those of the General Services Administration or any other federal government agency), unclassified nuclear technology pursuant to 10 C.F.R. Parts 110 and 810, and exports controlled by the NISPOM, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data, information, or items subject to the Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by Rea and the Company, you shall not disclose to a Rea Party, or provide any Rea Party access, to such data, information, and items and you shall be responsible for the handling of all such data, information, and items in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Personal Information

As used herein, the term "Personal Information" means any personal information, or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase.

Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. *In addition, each invoice will reflect a Business Service Fee of 3% of the total fee for services. This fee is designed to offset a portion of the internal costs associated with maintaining data security, software licensing, data storage, and other related support services on this engagement which are not covered by our standard rates.*

We estimate our total fees to be:

<u>Year End-December 31</u>	<u>Financial Statement Fee</u>	<u>Business Service Fee</u>	<u>Total Fee</u>
2025	\$ 27,300.00	\$ 819.00	\$ 28,119.00
2026	\$ 28,670.00	\$ 860.10	\$ 29,530.10
2027	\$ 30,100.00	\$ 903.00	\$ 31,003.00

In addition, fees may be increased for events that are not able to be estimated such as implementation of any new Accounting Standards during any year of this agreement (as of the date of this letter, the GASB has issued GASB No. 102-104 that will need to be evaluated to determine the potential impact they will have on your financial statements) or conversion to a new software.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

Use and Ownership; Access to Engagement Documentation

The Engagement Documentation for this engagement is the property of Rea. For the purposes of this Engagement Letter, the term "Engagement Documentation" shall mean Rea's confidential and proprietary engagement-related workpapers and records. Engagement Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Rea for the Company under this Engagement Letter, or any documents belonging to the City or furnished to Rea by the City.

In the event we are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease,

cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

Information Security - Miscellaneous Terms

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Medina proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Medina agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Medina information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Agreement

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to

a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.



Anita Martin, CPA

12/04/2025

Date

Confirmed on behalf of City of Medina:

Keith Dirham, Finance Director

Date

ORDINANCE NO. 10-26

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF NOT TO EXCEED \$60,000 TO SIGNAL SERVICE COMPANY FOR THE STREET DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$60,000 to Signal Service Company is hereby authorized for the Street Department.
- SEC. 2:** That the funds to cover this expenditure are available in Account No. 105-0610-53321.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 11-26

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$70,000 TO LAKE COUNTY SEWER CO. FOR THE STREET DEPARTMENT.

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

- SEC. 1:** That the expenditure of \$70,000.00 is hereby authorized to Lake County Sewer Co. for various emergency repairs and maintenance related to the City Storm Sewer System for the Street Department
- SEC. 2:** That the funds to cover this expenditure in the amount of \$70,000.00 are available in Account No. 102-0620-53319.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 12-26

A RESOLUTION AUTHORIZING THE APPLICATION AND TO ACCEPT REIMBURSEMENTS FROM THE FY2024 PATRICK LEAHY BULLETPROOF VEST PROGRAM FOR THE POLICE DEPARTMENT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to file an application and accept reimbursements from the Patrick Leahy Bulletproof Vest Program for the Police Department.
- SEC. 2:** That if the Grant is awarded, the Mayor is authorized to accept the grant and enter into an agreement for the implementation and administration of the grant.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 13-26

A RESOLUTION AUTHORIZING THE MAYOR TO FILE AN APPLICATION FOR GRANT ASSISTANCE WITH THE BUREAU OF JUSTICE ASSISTANCE, U.S. DEPARTMENT OF JUSTICE FOR THE FY 2025 BULLETPROOF VEST PARTNERSHIP (BVP) GRANT PROGRAM FOR THE POLICE DEPARTMENT.

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

SEC. 1: That the Mayor is hereby authorized and directed to file an application for grant assistance with the Bureau of Justice Assistance, U.S. Department of Justice for the FY 2025 Bulletproof Vest Partnership (BVP) Grant Program for the Police Department.

SEC. 2: That if the Grant is awarded to the City, the Mayor is authorized to accept the grant and complete all documentation necessary for the implementation and administration of the grant.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 14-26

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) 2026 FORD F250 REGULAR CAB 4 WD PICKUP TRUCK EQUIPPED WITH SNOWPLOW FROM MONTROSE FORD TO BE USED BY THE CEMENTERY DEPARTMENT.

WHEREAS: In accordance with ORC 125.04 the City of Medina, Ohio requested authority to participate in State contracts which the Department of Administrative Services has entered into for the purchase of supplies, services, equipment and certain materials; and

WHEREAS: The request for participation provides for the waiving of the state and local competitive bidding requirements and allows the City the ability to purchase from centralized state contracts; and

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

SEC. 1: That the purchase of one (1) 2026 Ford F250 Regular Cab 4WD Pickup Truck from Montrose Ford under the Community University Education Purchasing Council of Governments (CUE-COG), is hereby authorized for the Cemetery Department.

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

SEC. 3: That the funds to cover this purchase, in the amount of \$57,631.51, are available in Account No. 001-0210-54417.

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 15-26

**AN ORDINANCE AMENDING SECTION 133.01 OF THE
CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO
RELATIVE TO THE "CITY" ASSOCIATION
MEMBERSHIPS.**

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

SEC. 1: That Section 133.01 of the codified ordinances of the City of Medina, Ohio pertaining to Association Memberships for the "City" shall be amended with the addition of the following:

City University Education Purchasing Council of Governments (CUE-COG)

SEC. 2: That the Mayor is hereby authorized to execute any and all documents to procure membership for the City.

SEC. 3: That the Mayor is hereby authorized to Join the Community University Education Purchasing Council of Governments by the adoption of the attached Resolution, marked Exhibit A, attached hereto and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION AUTHORIZING THE CITY OF MEDINA TO JOIN THE COMMUNITY
UNIVERSITY EDUCATION PURCHASING COUNCIL OF GOVERNMENTS

WHEREAS, the City of Medina was previously a member of the Community University Education Purchasing Cooperative for the purpose of lowering costs by joining with other governmental entities through pooled purchasing and competitive bidding;

WHEREAS, it was necessary to reorganize the Community University Education Purchasing Cooperative as a Council of Governments organized under Chapter 167 of the Revised Code;

WHEREAS, Copley Township, the City of Green, the City of Akron, the Village of Boston Heights, the City of Kent and the City of Cuyahoga Falls (the "Initial Members") entered into the Agreement Establishing the Community University Education Purchasing Regional Council of Governments dated as of October 4, 2022 (the "Establishing Agreement") in order to establish the Community University Education Purchasing Regional Council of Governments ("CUE") under Chapter 167 of the Revised Code;

WHEREAS, the Establishing Agreement authorized the Initial Members of the CUE to adopt bylaws to govern the operation of CUE and the Initial Members adopted the bylaws on October 5, 2022 (the "Bylaws");

WHEREAS, Article II, Section 2 authorizes the Initial Political Subdivisions listed on Schedule 1 of the Bylaws to join CUE as a Member (as defined in the Establishing Agreement and the Bylaws") without an additional financial contribution; and

WHEREAS, the City of Medina has determined to join CUE as a Member.

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

Section 1. This Council has determined that the City of Medina, Ohio shall join CUE as a Member.

Section 2. The Service Director, Nino Piccoli is hereby designated as the Representative of the City of Medina to serve on the Governing Board of CUE.

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 16-26

AN ORDINANCE ACCEPTING THE APPRAISAL (FAIR MARKET VALUE ESTIMATE) FOR THE SOUTH HUNTINGTON STREET BRIDGE PROJECT AND DECLARING AN EMERGENCY.

WHEREAS: In order to complete the reconstruction of South Huntington Street Bridge Project, the City must acquire one easement; and

WHEREAS: In order for the City’s right-of-way consultant (O.R. Colan) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimate (FMVE) for the project.

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

SEC. 1: That the City of Medina hereby authorizes the appraisals of O.R. Colan, and accepts the Fair Market Value (FMVE) for the following parcels as follows:

<u>Address</u>	<u>Parcel</u>	<u>FMVE</u>
246 W. Smith Road	028-19C-05-289	<u>\$17,361.00</u>
	TOTAL	\$17,361.00

SEC. 2: That the Mayor is hereby authorized to sign the FMVE appraisal authorizing the Consultant to proceed with the acquisition.

SEC. 3: That the funds to cover the appraisals are available in Account No. 108-0610-54411.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to expedite the sometimes lengthy process; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RE-22
REV. 03-2015

ACQUIRING AGENCY'S
FAIR MARKET VALUE ESTIMATE

ORD # 26
Exh. A

OWNER'S NAME

**Champion Creek Land
Holdings, LLC**

COUNTY MED
ROUTE MR 929
SECTION 0.14
PARCEL NO. 9-SH, SW, T
PROJECT I.D. NO. 120263

PAR NO.		ITEMS INCLUDED IN THIS ESTIMATE			ORIGINAL	REVISION	REVISION
L A N D	9-SH	0.293 ac. of commercial land @ \$185,000/ac. less \$1.00			\$5,420		
	9-SW	0.0326 ac. of commercial land @ \$185,000/ac. x 50%			\$3,016		
F E N C E							
T R E E S		NO.	KIND	AV. SIZE			
O T H E R	9-SH	380 s.f. of grass x \$0.30/s.f.			\$115		
	9-SH	146 s.f. of asphalt pavement x \$5.50/s.f. less			\$525		
	9-SH	(1) Tree - 10" x \$850 each			\$850		
	9-SH	(3) Trees - 18" x \$1,000 each			\$3,000		
	9-SW	(1) Signpost with (2) Private Signs (Lump Sum)			\$200		
	9-SW	115 l.f. asphalt curb x \$5.75/l.f. x 40%			\$400		
	9-SW	592 s.f. asphalt pavement x \$5.50/s.f. less 35%			\$2,120		
	9-SW	527 s.f. grass x \$0.30/s.f.			\$160		
B L D G							
D A M A G E	9-T	0.084 ac. x \$185,000/ac. x 10% x 1 year			\$1,555		
E L		TOTAL FAIR MARKET VALUE FOR REQUIRED R/W			\$17,361		
		OFFER FOR REQUIRED R/W AND EXCESS LAND					
		ADDED COST TO ACQUIRE EXCESS LAND					
		VALUE		AREA			

The allocation of compensation recommended above is based upon an approved appraisal report			
Trainee's Recommendation		Recommended	
Date			Date 12/18/2025
Review Appraiser Typed Name		Review Appraiser Typed Name Emily L. Braman, MAI, SRA, AI-GRS	
Recommended		Recommended	
Date		Date	
2 nd Review Appraiser		Appraisal Unit Manager	
Agency Signature Establishing FMVE		Administrative Settlement / Case Settlement	
Date		Date	
Typed Name & Title		Typed Name & Title	
Agency Name		Agency Name	

APPRAISAL AND REVIEW RECORD								
FEE/STAFF	APPRAISER	VALUE OF TAKING	DATE APPR SIGNED	TOTAL TAKE	PARTIAL TAKE	TYPE REPORT	TYPE OF SPECIALISTS REPORT	
Fee	C. Eric Kirk, MAI, SRA	\$17,361	12/16/2025		Yes	Value Finding		
REVIEW APPRAISER	ORIGINAL		REVISION		REVISION		REVISION	
	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
Emily L. Braman, MAI SRA, AI-GRS	\$17,361	12/18/2025						

Reviewer’s Reasoning for the Recommendation

The property is a 0.2905-acre commercial parcel of land at 246 W. Smith Road, Medina, Ohio. The Medina County Auditor’s parcel number is 028-19C-05-289. The property owner is Champion Creek Land Holdings, LLC. The appraisal was prepared for O. R. Colan Associates, on behalf of the City of Medina and was reviewed for the City of Medina. Three commercial land sales were used to value the subject property. The appraiser adjusts these sales based on the characteristics of the property. After adjustment, the indications range from \$94,991 to \$224,669 per acre. The Sales Comparison Approach resulted in a value of \$185,000 per acre. The appraiser concludes to a value of \$17,361 for the land taken, the improvements, and the temporary construction easement.

The appraiser reported the value in Value Finding format that conforms to the Policies and Procedures of the Ohio Department of Transportation.

The appraiser properly identified and described the property and larger parcel appraised. The calculations made were mathematically correct and the value analyses and conclusions were reasonable, logical and well supported. The appraisal report is recommended as the basis of FMVE due the property owner.

ELB January 9, 2025

- Property appraised – The property is a 0.02905 net acre commercial site improved with a paved parking lot.
- Total value land taken – \$8,436
- Total value site improvements taken – \$7,370
- Total value buildings taken – N/A
- Cost to cure - N/A
- Incurable damages – N/A
- Temporary easements - \$1,555
- Total FMVE - \$17,361

The site will be reduced from a 0.2905 net acre site to a 0.2612 net acre site with 0.0293 acre of present road occupied (PRO). The residue site will remain a legal conforming use.

ORDINANCE NO. 17-26

AN ORDINANCE APPROVING THE TENTH AMENDMENT TO THE CITY OF MEDINA -- MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AND ANNEXATION CONTRACT TO ADD TERRITORY TO THE DISTRICT

WHEREAS, as of December 14, 2009, the City of Medina and the Township of Montville, Medina County, Ohio (the "Contracting Parties") entered into the City of Medina-Montville Township Joint Economic Development District and Annexation Contract ("JEDD Contract"), approved by Medina City Ordinance No. 182-09 and Resolution No. 120809.01 of the Montville Township Board of Trustees, creating the City of Medina — Montville Township Joint Economic Development District;

WHEREAS, the original JEDD Contract was entered into pursuant to Ohio Revised Code Section 715.72 through 715.83;

WHEREAS, the Contracting Parties now wish to amend the JEDD Contract to add territory to the District, which territory is located within the expansion area of the JEDD;

WHEREAS, this Amendment is enacted pursuant to Section 5.2 of the JEDD Contract and Ohio Revised Code Section 715.72;

WHEREAS, prior to the passage of this Ordinance, this Council held a public hearing regarding the addition of the territory to the District.

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

Section 1: The Mayor is authorized and directed to enter into the Tenth Amendment to the City of Medina - Montville Township Joint Economic Development District and Annexation Contract, a copy of which Amendment is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, in order to add four (4) parcels of land to the District which are located within the expansion area of the JEDD.

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 action, were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason for developer to move forward with breaking ground on this project in the spring; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

EXHIBIT A

TENTH AMENDMENT TO CITY OF MEDINA-MONTVILLE TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
ADDING TERRITORY TO THE DISTRICT

WHEREAS, the City of Medina (the "City") and Montville Township (the "Township") entered into a Joint Economic Development District and Annexation Contract (the "Contract") as of December 14, 2009;

WHEREAS, Section 5.2 of the Contract provides for an "expansion area" which is defined as an area depicted on Exhibit A-2 of the JEDD Contract;

WHEREAS, the District has received a Petition from the fee title owner of the vacant commercially-zoned properties to be included within the JEDD;

WHEREAS, the Petition is attached hereto as Exhibits A and incorporated herein fully as if by reference;

WHEREAS, Revised Code Section 715.72 sets forth the process for adding territory to an existing JEDD;

WHEREAS, the JEDD Board, at its meeting of May 14, 2025, recommended the addition of the petitioned-for area to the District;

WHEREAS, the area proposed for expansion of the JEDD meets the criteria of Revised Code Section 715.72 for acceptance of parcels of land from an expanded area of the JEDD;

WHEREAS, a public hearing was held before the legislative authority of the City on _____, 2025, and before the legislative authority of the Township on _____, 2025;

WHEREAS, prior to the public hearings, the following documents were made available for public inspection in the office of the Clerk of the legislative authority of the municipal corporation and the office of the Fiscal Officer of the Township:

- A. A signed copy of the original Contract creating the District and the proposed Amendment thereto;
- B. A description of the areas to be included in the District, including a map of sufficient detail to note the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas; and
- C. The economic development plan described in Section 715.72 of the Revised Code;

WHEREAS, prior to the approval of this Amendment, each Contracting Party has delivered a copy of the proposed Amendment to the legislative authority of the County in which the Contracting Party is located.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree that the Contract shall be amended as follows:

- A. That the territory included within the Petition attached hereto as Exhibit A shall become a part of the District.
- B. The effective date of this Amendment shall be _____, 2026.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Township and the City have caused this Tenth Amendment to the Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

TOWNSHIP OF MONTVILLE

By: _____
Trustee – Chairman

By: _____
Trustee – Vice Chairman

By: _____
Trustee

CITY OF MEDINA

By: _____
Dennis Hanwell, Mayor

APPROVED AS TO LEGAL FORM:

By: _____
Attorney for Montville Township

By: _____
Gregory A. Huber, Law Director
City of Medina

EXHIBIT A

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESSES TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO R.C. 715.72

The Undersigned represents one-hundred percent (100%) of the owners of property and one-hundred percent (100%) of the owners of businesses to be included in the City of Medina-Montville Township Joint Economic Development District ("JEDD"). The Undersigned hereby petitions for the addition of the parcels specified below, and the businesses located on such parcels, to the JEDD.

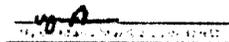
Further, the Undersigned agrees that all documents required by R.C. 715.72 shall be made available for public inspection in the office of the Clerk of City Council of the City of Medina and in the office of the Fiscal Officer of Montville Township. Such documents include a copy of the amendment to the JEDD contract, a description of the area to be added or from the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area

The Undersigned also consents to a public hearing regarding the amendment of the JEDD to include the aforementioned parcels to the JEDD.

PROPERTY OWNER:

Lakefront Ohio, LLC

Name of Title Owner



Undersigned
Signature of Title Owner

6187 Wooster Pike Rd., Medina, OH 44256
6309 Wooster Pike Rd., Medina, OH 44256
6327 Wooster Pike Rd., Medina, OH 44256

Property Address

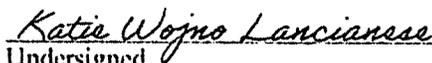
030-11A-15-016, 030-11A-10-017,
030-11A-15-022, 030-11A-10-010

Parcel Number

BUSINESS OWNER(S):

Cobblestone Crossings, LLC

Name of Business Owner



Undersigned
Signature of Business Owner

3200 W. Market St., Suite 104
Akron, OH 44333

Business Address

030-11A-15-016, 030-11A-10-017,
030-11A-15-022, 030-11A-10-010

Parcel Number

EXHIBIT A

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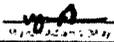
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PROPERTY OWNER:

Lakefront Ohio, LLC

Name of Title Owner



Undersigned
Signature of Title Owner

6187 Wooster Pike Rd., Medina, OH 44256
6309 Wooster Pike Rd., Medina, OH 44256
6327 Wooster Pike Rd., Medina, OH 44256

Property Address

030-11A-15-016, 030-11A-10-017,
030-11A-15-022, 030-11A-10-010

Parcel Number

BUSINESS OWNER(S):

Cobblestone Crossings, LLC

Name of Business Owner

Katie Wojno Lancianese

Undersigned
Signature of Business Owner

3200 W. Market St., Suite 104
Akron, OH 44333

Business Address

030-11A-15-016, 030-11A-10-017,
030-11A-15-022, 030-11A-10-010

Parcel Number

PETITION OF PROPERTY OWNERS AND OWNERS OF BUSINESSES TO BE INCLUDED WITHIN THE CITY OF MEDINA-MONTVILLE TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT PURSUANT TO R.C. 715.72

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Cobblestone Crossings, LLC
Name of Title Owner

6309 Wooster Pike Rd., Medina, OH 44256
6327 Wooster Pike Rd., Medina, OH 44256

Property Address

Undersigned
Signature of Title Owner

030-11A-15-016, 030-11A-15-022
Parcel Number

BUSINESS OWNER(S):

Cobblestone Crossings, LLC
Name of Business Owner

3200 W. Market St., Suite 104, Akron, OH
44333

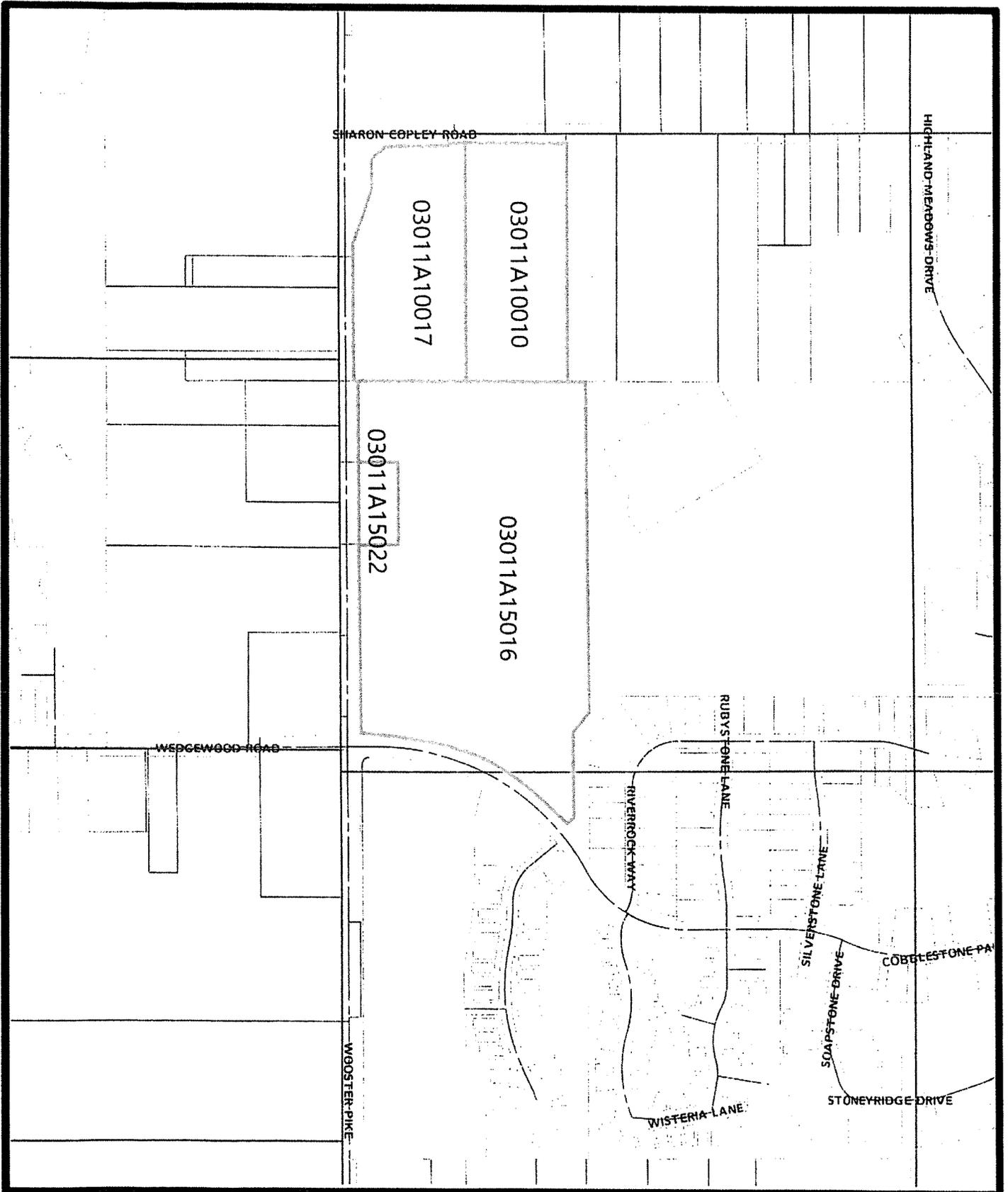
Business Address

Katie Wojno Lancianese

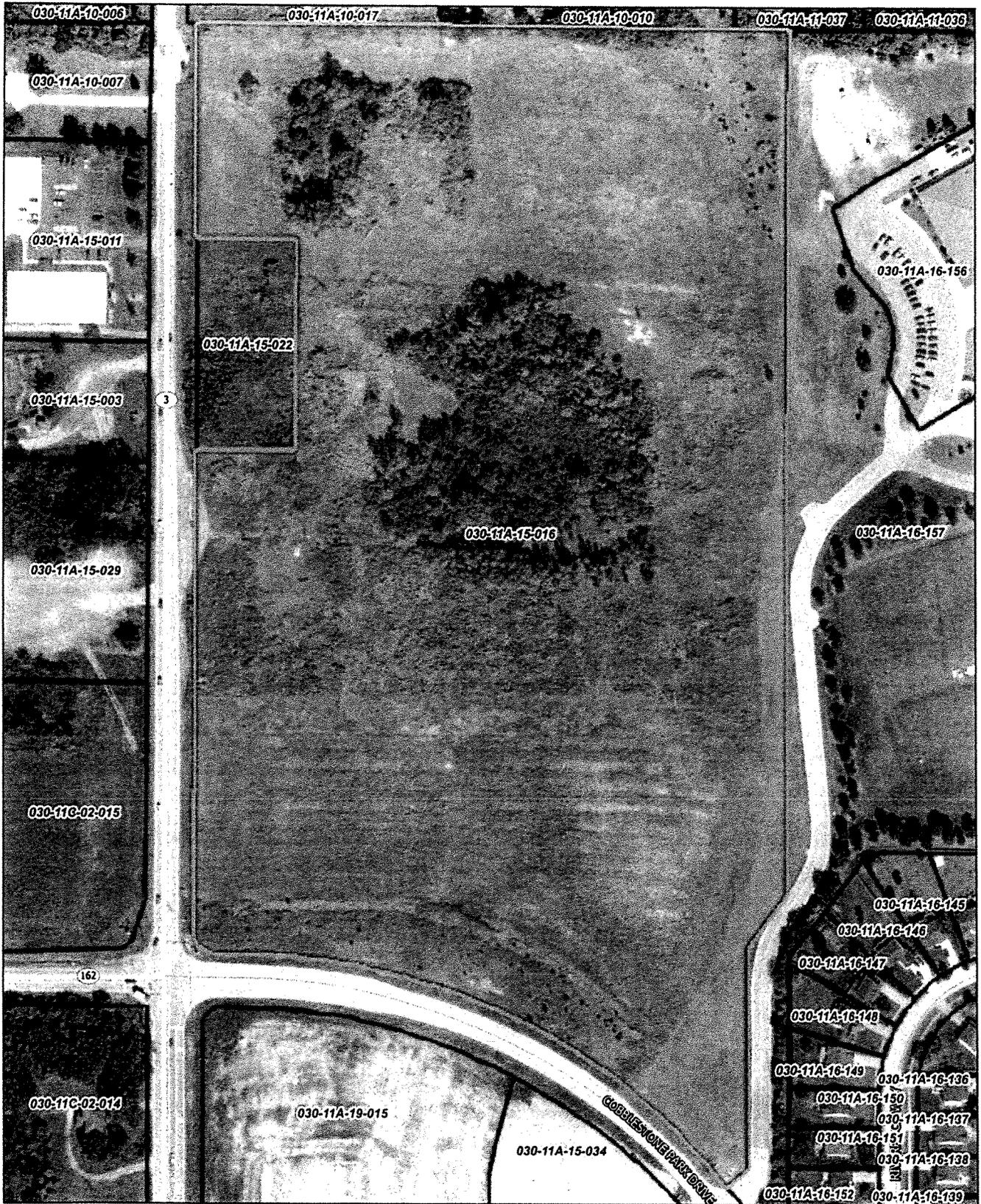
Undersigned
Signature of Business Owner

030-11A-15-016, 030-11A-15-022
Parcel Number

Map



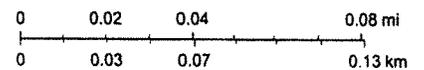
Medina County Auditor GIS



1/6/2026, 3:07:48 PM

Parcel Number (Label)
Data Explorer Parcels
World_Hillshade

1:2,369



Sources Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodataslytsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap

Medina County Auditor GIS



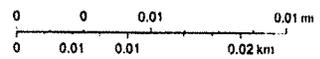
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Parcel Number (Label)

Data Explorer Parcels

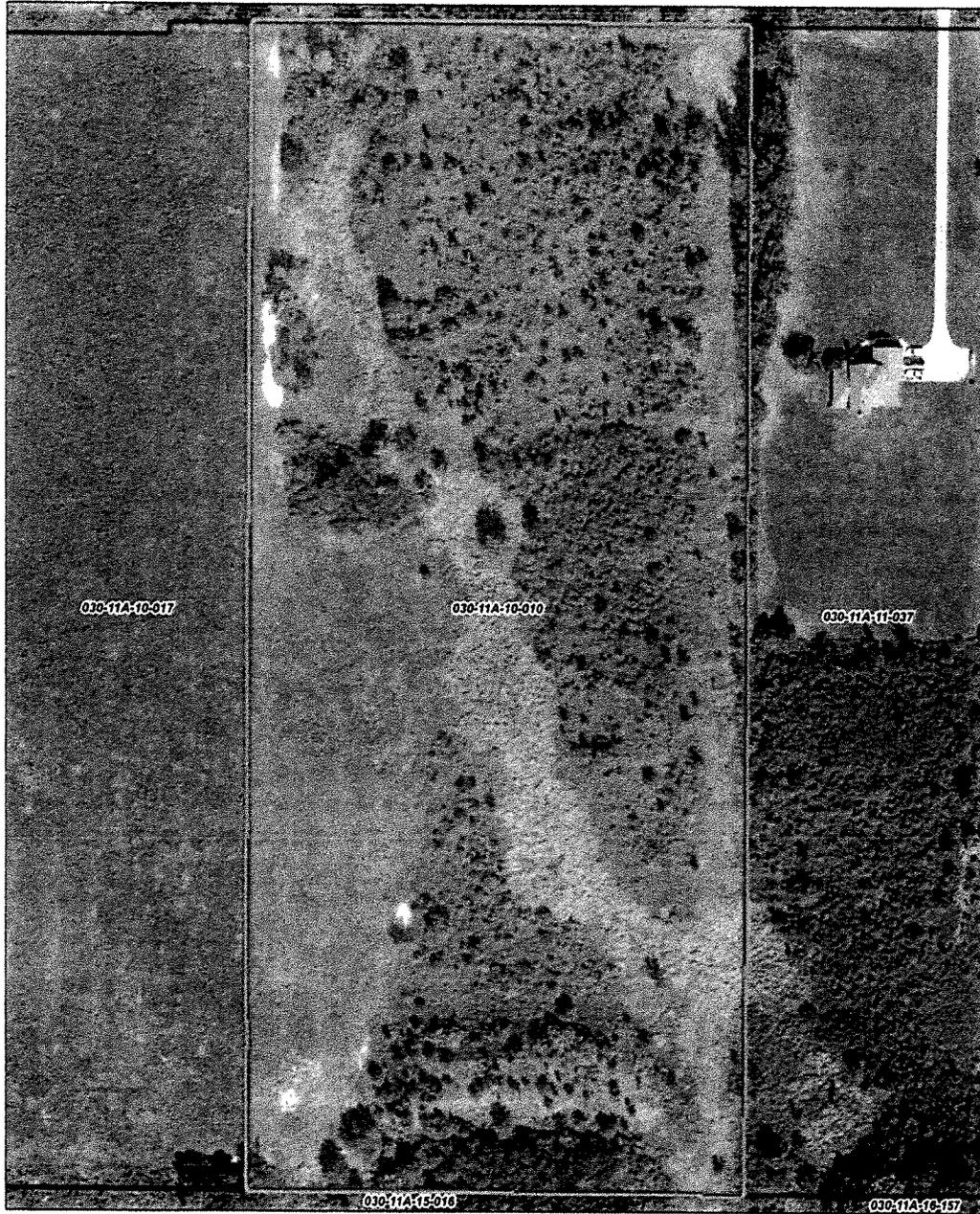
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Sources: Esri, Vantur, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, HLS, OS, NRIA, Geodatasysteem, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap

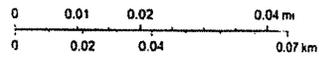
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Parcel Number (Label)
Data Explorer Parcels
World_Hillshade

1:1,262



Sources: Esri, DeLorme, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NIMA, Geodanthyrioten, Rijksatorstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap

ORDINANCE NO. 18-26

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RAILROAD CROSSING AGREEMENT AND A LETTER AGREEMENT BETWEEN THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE CITY OF MEDINA, OHIO PERTAINING TO THE PROSPECT STREET BRIDGE PROJECT, AND DECLARING AN EMERGENCY.

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

SEC. 1: That the Mayor is hereby authorized and directed to execute a Railroad Crossing Agreement and a Letter Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the Prospect Street Bridge Project.

SEC. 2: That a copy of the Letter Agreement is marked Exhibit A, attached hereto, and incorporated herein.

SEC. 3: That a copy of the Railroad Crossing Agreement is marked Exhibit B, attached hereto, and incorporated herein and is subject to the Law Director's final approval.

SEC. 4: That the funds to cover the agreements in the estimated amount of \$450.00 are available in Account No. 108-0610-54411.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not delay the project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

LETTER AGREEMENT

ORD 18-26
Exh. A

January 27, 2026

Mr. Jeffery A. Davis, Jr.
Wheeling & Lake Erie Railway
100 E. First Street
Brewster, OH. 44613

**SUBJECT: ODOT MED-262-0.29 (PROSPECT) Project
Wheeling & Lake Erie Railway Company
City of Medina, Medina County, OH.**

Agency Reference: PID No. MED-262-0.29

WLE Reference: No. 094585, Akron Subdivision Mile Post 139.91

Dear Jeff:

The proposed work for the ODOT MED-262-0.29 Project at Akron Subdivision Mile Post 139.91 includes pavement replacement and a waterline crossing under Wheeling & Lake Erie Railway Company's (W&LE) at the referenced location in the City of Medina in Medina County.

- 1) No work will commence until W&LE has approved the City's final plans for the project. All work will be performed in accordance with the approved plans, specifications and the attached Permit to Enter provided by W&LE, which shall be executed by the City and/or its contractors prior to work commencing, as applicable.
- 2) During the performance of the work, temporary construction clearances of 22'-0" vertically above the top of rail and 13'-0" horizontally from the centerline of a track shall be maintained to any form work, false work or other temporary obstruction.
- 3) The City's Contractor will not be allowed to commence work on, over or alongside W&LE property until the following conditions have been met:
 - a) The City has received notice from the W&LE that the required insurance is satisfactory.
 - b) The City has received written authorization from W&LE to begin work on W&LE property. The written authorization will include the name and telephone number of the local representative who must be contacted to arrange for flag protection.
 - c) The Contractor has executed the Permit to Enter.

- d) Contingent upon executing the Permit to Enter, W&LE shall permit the City and/or its contractors, as applicable, to enter upon lands owned or operated by W&LE to permit the construction and/or maintenance referenced herein.

If you agree with the terms of this letter, please indicate your concurrence by signing in the space below and return one copy of this letter to me. Please contact Patrick Patton, Medina City Engineer at (330) 722-9034, or by email at ppatton@medinaoh.org if you have any questions or concerns, or wish to discuss this project further.

Sincerely,

James Shields
Mayor, City of Medina, OH

Accepted by Wheeling & Lake Erie Railway Company

By: _____

Title: _____

Date: _____

ORD 18-26
Fkh, B

PUBLIC LIMITS CROSSING AGREEMENT

No. 094585

Between

CITY OF MEDINA

AND

WHEELING & LAKE ERIE RAILWAY COMPANY

Located in the
City of Medina
County of Medina
State of Ohio

Akron Subdivision
Mile Post 139.91
(Lat.: 41.1369194980718, Lon.: -81.87097072883637)



PUBLIC LIMITS CROSSING AGREEMENT
No. 094585

THIS PUBLIC LIMITS CROSSING AGREEMENT, made as of the 30th day of July, 2025, between the CITY OF MEDINA an Ohio municipality, having an address of 132 N Elmwood Ave., Medina, OH 44256, hereinafter called "UTILITY" and WHEELING & LAKE ERIE RAILWAY COMPANY, a Delaware corporation, having an address of 100 East First Street Brewster, OH 44613, hereinafter called "RAILWAY" or "W&LE" (the "Agreement")

I. PREMISES

RAILWAY (which when used herein shall include any successor or assignee of or operator over its RAILWAY) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of UTILITY, to be kept and performed, hereby permits UTILITY to construct, maintain, repair, alter, renew, and ultimately remove from over or under RAILWAY's track:

[A water pipeline crossing under the track of RAILWAY at Mile Post 139.91 of the Akron Subdivision (Lat.: 41.1369194980718, Lon.: -81.87097072883637), within the public right of way limits of South Prospect Street, in the City of Medina, County of Medina, and State of Ohio, attached hereto and made a part hereof;]

and in accordance with the application packet attached and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES" shall be under and subject to the following terms, covenants, and conditions as hereinafter recited..

II. TERMS AND CONDITIONS

In consideration of the covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

1. RENT/CONSIDERATION.

UTILITY will pay the sum of \$450.00 to RAILWAY for the preparation of this agreement.

2. CONSTRUCTION.

2.1 The FACILITIES shall be located, constructed and maintained in accordance with the construction plans attached hereto and for the purpose as outlined above. No departure shall be made at any time therefrom except upon permission in writing granted by the Vice President of Engineering of RAILWAY, or his duly authorized representative; provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State of Ohio, has by lawful ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned, provided said ruling or general order does not interfere with or adversely impact the safe use or operation of the property of RAILWAY.

2.2 The work of constructing, maintaining, repairing, altering, renewing, or removing the FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Vice President of Engineering of RAILWAY, or his duly authorized representative, and will not interfere with the proper and safe use, operation and enjoyment of the property of RAILWAY. UTILITY, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, arrange with RAILWAY to furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of RAILWAY. In any event, UTILITY shall not enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

2.3 In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons, permittees, or UTILITY during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of the FACILITIES of UTILITY, RAILWAY shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of UTILITY, which covenants and agrees to bear the full cost and expense thereof. The furnishing or failure to furnish inspectors, flagmen or watchmen by RAILWAY, however, shall not release UTILITY from any and all other liabilities assumed by UTILITY under the terms of this Agreement.

3. ADDITIONS.

If UTILITY desires or is required, as herein provided, to revise, renew, or alter in any manner whatsoever the FACILITIES, it shall submit plans to RAILWAY and obtain the written approval of the Vice President of Engineering of RAILWAY, or his duly authorized representative, before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.

4. MAINTENANCE.

4.1 UTILITY shall at all times be obligated to promptly maintain and repair the FACILITIES; and shall, upon notice in writing from RAILWAY and requiring it so to do, promptly make such repairs thereto as may be required by RAILWAY. However, in no event shall UTILITY enter RAILWAY's right-of-way without first notifying and obtaining permission to enter from RAILWAY.

4.2 In the event of an emergency, UTILITY will take immediate steps to perform any necessary repairs, subject to first immediately notifying and obtaining permission to enter from RAILWAY.

5. GOVERNMENT COMPLIANCE.

UTILITY shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection with the FACILITIES, without any liability whatsoever on the part of RAILWAY.

6. INDEMNIFICATION.

6.1 IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT THE OPERATION OF RAILWAY AT OR NEAR SAID FACILITIES INVOLVE SOME RISK, AND UTILITY AS PART OF THE CONSIDERATION FOR THIS AGREEMENT HEREBY RELEASES AND WAIVES ANY RIGHT TO ASK FOR OR DEMAND DAMAGES FOR OR ON ACCOUNT OF LOSS OF OR INJURY TO THE FACILITIES (AND CONTENTS THEREOF) OF UTILITY THAT ARE OVER, UNDER, UPON OR IN THE PROPERTY, TRACK, OR FACILITIES OF RAILWAY INCLUDING THE LOSS OF OR INTERFERENCE WITH SERVICE OR USE THEREOF AND WITHOUT REGARD TO WHETHER ATTRIBUTABLE (IN WHOLE OR IN PART) TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE.

6.2 AND UTILITY ALSO COVENANTS AND AGREES TO CAUSE ITS CONTRACTOR(S) TO AT ALL TIMES INDEMNIFY, PROTECT AND SAVE HARMLESS RAILWAY FROM AND AGAINST ALL COST OR EXPENSE RESULTING FROM ANY AND ALL LOSSES, DAMAGES, DETRIMENTS, SUITS, CLAIMS, DEMANDS, COSTS AND CHARGES WHICH RAILWAY MAY DIRECTLY OR INDIRECTLY SUFFER, SUSTAIN OR BE SUBJECTED TO BY REASON OF ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILWAY WHETHER SUCH LOSSES AND DAMAGES BE SUFFERED OR SUSTAINED BY RAILWAY DIRECTLY OR BY ITS EMPLOYEES, PATRONS, OR LICENSEES, OR BE SUFFERED OR SUSTAINED BY OTHER PERSONS OR CORPORATIONS,

INCLUDING UTILITY, ITS EMPLOYEES AND AGENTS WHO MAY SEEK TO HOLD RAILWAY LIABLE THEREFOR, AND WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY OR OTHERWISE, EXCEPT WHEN PROVED TO BE DUE DIRECTLY TO THE SOLE NEGLIGENCE OF RAILWAY.

6.3 IF A CLAIM OR ACTION IS MADE OR BROUGHT AGAINST EITHER PARTY AND FOR WHICH THE OTHER PARTY MAY BE RESPONSIBLE HEREUNDER IN WHOLE OR IN PART, SUCH OTHER PARTY SHALL BE NOTIFIED AND PERMITTED TO PARTICIPATE IN THE HANDLING OR DEFENSE OF SUCH MATTER.

6.4 To protect, in whole or in part, its primary obligations under the indemnification provisions of this Agreement, UTILITY shall obtain and carry at its own cost contractual insurance in such form as shall be approved by RAILWAY covering the liability assumed by UTILITY herein, in the following amounts: Bodily Injury \$5,000,000 for each person and \$5,000,000 for each incident; Property Damage \$5,000,000 for each incident. UTILITY shall furnish RAILWAY an appropriate certificate or certificates of insurance executed by an authorized representative of the insurer, evidencing the maintenance of the insurance coverage required herein and containing a provision to the effect that the insured will give RAILWAY at least ten (10) days' prior written notice of any cancellation or modification of any such insurance policy. The aforesaid insurance requirement shall not be deemed to limit or relieve the primary liability of UTILITY under the indemnification provisions hereof, but shall be deemed additional security therefor.

6.5 If UTILITY contracts for new construction or structural alterations to the premises, UTILITY shall provide or shall cause its contractor to provide, at no cost to RAILWAY, Protective Liability Insurance designating RAILWAY as a named insured, with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence subject to a Ten Million Dollars (\$10,000,000.00) aggregate limit for all bodily injury and property damage occurrences during each annual policy period. If the construction or alterations involve an exposure to train operations on tracks of RAILWAY, the protective liability insurance shall be on the AAR-AASHTO Form of RAILWAY Protective Insurance. The original protective liability policy shall be submitted to and approved by RAILWAY's Director Real Estate at 100 East First Street, Brewster, Ohio 44613, prior to commencement of the construction or alterations. Said address shall be the name insured's address for the purpose of all notices from the insurer.

7. UTILITY'S COST.

All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, and removal of the FACILITIES shall be borne by UTILITY.

8. CROSSING OR GRADE RELOCATION.

UTILITY shall at its sole cost and expense, upon request in writing of RAILWAY, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property or facilities of RAILWAY, to another location, to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of RAILWAY upon land now or hereafter owned or used by RAILWAY to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction.

9. REMOVAL.

Upon the removal or abandonment of the FACILITIES covered hereby, all the rights of UTILITY hereunder shall cease, and this instrument shall become null and void.

10. SUBSIDENCE.

In the event the FACILITIES consist of an underground occupation, UTILITY will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of RAILWAY arising from or as a result of the installation of the FACILITIES for the term of this Agreement and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

11. ELECTRICAL INTERFERENCE.

In the event the FACILITIES consist of electrical power or communication wires and/or appurtenances, UTILITY shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of the FACILITIES; and if UTILITY should fail to do so, then RAILWAY may do so, and UTILITY agrees to pay to RAILWAY on demand the full cost and expense therefor.

12. TAX ASSESSMENTS.

As part of the consideration of this Agreement, UTILITY covenants and agrees that no assessments, taxes or charges of any kind shall be made against RAILWAY or its property by reason of construction of the FACILITIES of UTILITY, and UTILITY further covenants and agrees to pay to RAILWAY promptly the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against RAILWAY or its property by reason of the construction and maintenance of the FACILITIES of UTILITY.

13. EXCLUSIVE LICENSE.

The rights conferred hereby shall be the privilege of UTILITY only, and no assignment or transfer hereof shall be made without the consent and agreement in writing of RAILWAY being first had and obtained.

14. TERMINATION.

In the event of a breach of any of the covenants, terms and conditions hereof by UTILITY, RAILWAY shall have the right to terminate this Agreement.

15. EFFECTIVE DATE.

This Agreement shall take effect as of the day RAILWAY executes it, subject to the provisions of Paragraph 16.

16. APPROVAL.

This Agreement will not become valid until the method of installation and all related matters have been approved by the Vice President of Engineering of RAILWAY, or his duly designated representative.

17. SPECIFICATION.

In the design, construction, arrangement and maintenance of the FACILITIES, the Rules and Specifications of the Public Utilities Commission of Ohio covering the construction at crossings of underground line of public utilities, shall govern, if applicable; if not applicable, the decision of the Vice President of Engineering of RAILWAY, or his duly authorized representative, shall govern and control.

18. ENTRY NOTICE.

UTILITY agrees to contact the Vice President of Engineering of RAILWAY, or his duly authorized representative, in advance, and receive his approval before entering upon the right-of-way of RAILWAY for any reason. And at the discretion of the Vice President of Engineering of RAILWAY, or his duly authorized representative, UTILITY must schedule flag protection before entering upon the right-of-way of RAILWAY, which is provided by RAILWAY at the expense of UTILITY.

19. FIBER CABLE and SIGNAL CABLES LOCATION.

It is the responsibility of UTILITY to have knowledge of, locate, and protect against damage to fiber optic cables along, across or under the right-of-way of RAILWAY. Any damage to or disruption of any fiber optic cable will be the sole responsibility of UTILITY which will indemnify and hold harmless RAILWAY for any expense resulting there from. Before any construction may commence, Ohio Utilities Protection Services (OUPS) must be contacted, where applicable, at the following number: 1-800-362-2764. Calling such number or numbers shall not release or otherwise diminish the remaining obligations of UTILITY hereunder. UTILITY shall contact the Signals and Communications Supervisor of RAILWAY, or his duly authorized representative, to have all signal cables marked and located. RAILWAY is **NOT** registered with any underground utility notification service and must be contacted directly to ensure all RAILWAY facilities are accounted for, i.e. signal cables, electric services, culverts, conduits, data lines, communication cables, fiber, water lines, gas lines, sewage, storm drains, bridge footers, and pilings, etc. All expenses incurred by RAILWAY for such services will be invoiced to, and paid by, UTILITY.

20. GENERAL PROVISIONS.

20.1 A determination that any part of this Agreement is invalid shall not affect the validity or enforceability of any part of this Agreement.

20.2 This Agreement shall be governed by the laws of the State of Ohio.

20.3 As used in this Agreement, the words, "RAILWAY" and "UTILITY" shall include the respective subsidiaries, directors, officers, agents, and employees of RAILWAY and UTILITY.

20.4 This Agreement is for the exclusive benefit of the parties and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against RAILWAY and UTILITY.

20.5 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

20.6 This Agreement contains the entire agreement of the parties and supersedes any prior written or oral understanding, agreements or representations.

20.7 This Agreement may not be amended, waived or discharged except by an instrument in writing signed by the parties.

20.8 All words, terms, and phrases used in this Agreement shall be construed in accordance with their generally applicable meaning in the railroad industry.

20.9 Except as otherwise provided in this Agreement, all notices to be sent from one party to the other shall be in writing and mailed by United States certified mail, postage prepaid. Notices directed to RAILWAY shall be addressed to Wheeling & Lake Erie Railway Company, 100 East First Street, Brewster, OH 44613. Notices directed to UTILITY shall be sent to the address first listed above for UTILITY.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, in duplicate, as of the day and year first above written.

CITY OF MEDINA

WHEELING & LAKE ERIE RAILWAY COMPANY

Print Name

JONATHAN CHASTEK

Print Name

Signature

Signature

Title

PRESIDENT

Title

Date

Date

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, as _____ of the **City of Medina**, an Ohio municipality.

(SEAL)

Notary Public

My Commission Expires: _____
Commission No.: _____

STATE OF OHIO §
COUNTY OF STARK §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Jonathan Chastek, as President of **Wheeling & Lake Erie Railway Company**, a Delaware corporation.

(SEAL)

Notary Public

My Commission Expires: _____
Commission No.: _____

ORDINANCE NO. 19-26

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
106-0101-54413	50,000.00 *
152-0101-52211	12,064.85 *
574-0350-54412	50,000.00 *

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

RESOLUTION NO. 20-26

A RESOLUTION ACCEPTING THE DONATION OF \$12,000 FROM MURRAY AND SUSAN VANEPP TO ASSIST THE CITY OF MEDINA WITH THE PURCHASE OF VACANT LAND LOCATED AT 338 FOUNDRY STREET.

WHEREAS: Murray and Susan VanEpp wish to donate to the City of Medina \$12,000.00 to assist the City of Medina with the purchase of vacant land located at 338 Foundry Street to continue the expansion and improve access to Ray Mellert Park along Foundry Street.

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

SEC. 1: That the City hereby accepts the donation of \$12,000.00 from Murray and Susan VanEpp to assist with the purchase of vacant land located at 338 Foundry Street to continue the expansion and improve access to Ray Mellert Park along Foundry Street.

SEC. 2: That the City Council recognizes the importance of such generosity in enhancing the quality of life for all citizens and extend our sincere gratitude and appreciation to the VanEpps for their generosity and commitment to the betterment of our city.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

RESOLUTION NO. 21-26

A RESOLUTION ACCEPTING THE DONATION OF \$20,500 FROM THE TOM AND JILL LINCOLN FOUNDATION TO ASSIST THE CITY OF MEDINA WITH THE PURCHASE OF VACANT LAND LOCATED AT 338 FOUNDRY STREET.

WHEREAS: The Tom and Jill Lincoln Foundation wish to donate to the City of Medina \$20,500.00 to assist the City of Medina with the purchase of vacant land located at 338 Foundry Street to continue the expansion and improve access to Ray Mellert Park along Foundry Street.

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

SEC. 1: That the City hereby accepts the donation of \$20,500.00 from the Tom and Jill Lincoln Foundation to assist with the purchase of vacant land located at 338 Foundry Street to continue the expansion and improve access to Ray Mellert Park along Foundry Street.

SEC. 2: That the City Council recognizes the importance of such generosity in enhancing the quality of life for all citizens and extends our sincere gratitude and appreciation to the Tom and Jill Lincoln Foundation for their generosity and commitment to the betterment of our city.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Resolution shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 22-26

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH RICHARD ALLEN ANTHONY, FOR THE PURCHASE OF THE PROPERTY LOCATED AT 338 FOUNDRY STREET, MEDINA, OHIO.

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

- SEC. 1:** That the Mayor is hereby authorized to execute a Purchase Agreement with Richard Allen Anthony, for the purchase of the property located at 338 Foundry Street, Medina, Ohio, known as Permanent Parcel No. 028-19A-16-016.
- SEC. 2:** That a copy of the Purchase Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover this purchase, in the estimated amount of \$65,000.00, are available in Account No. 104-0301-54411.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

PURCHASE AGREEMENT

This Agreement is made and entered into at Medina, Ohio, this 6th day of January, 2026, by and between **RICHARD ALLEN ANTHONY**, a single person, hereinafter referred to as "Seller," whose present mailing address is 538 1/2 West Friendship Street, Medina, Ohio 44256, and the **CITY OF MEDINA, OHIO, an Ohio Municipal Corporation**, hereinafter referred to as "Purchaser," whose present mailing address is 132 North Elmwood Avenue, Medina, Ohio 44256.

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, Seller and Purchaser agree as follows:

1. **Purchase and Sale of the Premises**. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Purchaser, and Purchaser shall purchase from Seller all of Seller's right, title, and interest in and to the real property located at 338 Foundry Street, Medina, Ohio 44256 ("the Premises"). The Premises is known as Permanent Parcel No. 028-19A-16-016, and is further described on "Exhibit A," attached hereto.

2. **Purchase Price**. The purchase price for the Premises shall be Sixty-five Thousand Dollars (\$65,000) ("Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available funds to the Escrow Agent at closing.

3. **Evidence of Title**. Seller shall provide Buyer with an owner's policy of title insurance issued by Transfer Title Agency, Inc., ("Escrow Agent"), 748 North Court Street, Medina, Ohio 44256, at closing, evidencing that Seller has good and marketable title to the Premises in fee simple, free and clear of all liens and encumbrances excepting only:

- (a) those created or assumed by Purchaser;
- (b) zoning, building and other laws, ordinances, and regulations;
- (c) public highways and rights-of-way;
- (d) restrictions, conditions, oil and gas leases, and utility easements of record; and
- (e) taxes and assessments which are not to be paid by Seller under this Agreement.

Marketability shall be determined in accordance with the standards of title examinations promulgated by the Ohio State Bar Association.

4. **Taxes and Assessments; Prorations**. Seller shall pay or credit on the Purchase Price the amount of all delinquent taxes, including penalties and interest, and all special assessments that are a lien as of the day of closing, both current and reassessed and whether due or to become due. Seller shall also credit the Purchase Price for all unpaid real estate taxes not yet due for the year prior to the closing through the date of closing. The proration of the undetermined taxes shall be based upon a 365-day year and on the most recently available tax rate and valuation. It is the intention of the parties in making the tax proration to allow Purchaser a credit as close in amount as possible to the amount which Purchaser will be required

to pay to the county treasurer, giving effect to applicable exemptions, recently voted millage, changes in valuation or other similar matters which may have an effect on the amount of the real estate taxes, whether or not they have been certified.

5. **Transfer of Premises.** Seller shall convey and transfer marketable title in fee simple to the Premises to Purchaser by a general warranty deed, free and clear of all liens and encumbrances whatsoever, except for those liens or encumbrances set forth in the first paragraph of Section 3 above, which shall be exceptions to the warrant covenants. Purchaser shall not assume and Seller shall retain all liabilities related to the Premises arising on or before the Closing. If Seller cannot transfer marketable title to Purchaser at Closing, Purchaser shall have the option to terminate this Agreement without further obligation to Purchaser.

6. **Closing.** As used in this Agreement, references to "a closing" the "closing" or "day of closing" shall mean the closing of the purchase and sale contemplated by this Agreement ("Closing"). The Closing shall occur at the offices of the Escrow Agent on or before _____, 2026. The sale and purchase of the Premises shall be closed by placing all documents and funds necessary to the completion of the transaction contemplated herein in escrow with the Escrow Agent.

7. **Closing Costs.** The Closing costs shall be paid as follows:

The Seller shall be responsible for the following expenses, which the Escrow Agent is authorized and instructed to deduct from the proceeds of sale upon the closing of this transaction:

- a. Any expense necessary in clearing the title, including all tax liens; and
- b. Real estate taxes and assessments prorated to date of title transfer;

The Purchaser shall be responsible for the following expenses, which the Escrow Agent shall deduct from funds standing to the credit of the Purchaser or collect from them prior to the closing of this transaction:

- a. Cost of title examination/commitment;
- b. Cost of owner's policy of title insurance;
- b. Recording fee for the deed;
- c. Escrow fee; and
- d. Conveyance fee and cost of preparation of conveyance fee form.

8. **Possession.** Purchaser shall be entitled to exclusive possession of the Premises on the date of Closing.

9. **General Provisions, Representations and Warranties.**

(a) It is acknowledged by the parties that the subject Premises is being purchased in its present physical "as is" condition after examination by the Purchaser who is

relying solely upon such examination with reference to the condition, value and character of the property.

(b) This contract shall be governed by the laws of the State of Ohio.

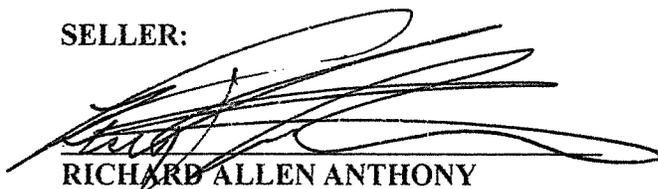
(c) Time is of essence in this contract.

(d) Any portion of this contract declared invalid by law will not void the remainder of this contract.

(e) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns.

(f) This instrument contains the entire agreement between the parties; and it is understood that no promises, provisions, terms, warranties or obligations whatsoever, either express or implied, other than herein set forth shall be binding upon the parties hereto.

SELLER:



RICHARD ALLEN ANTHONY

Date: 1-6-26
538 1/2 West Friendship Street
Medina, OH 44256
Telephone: 216-780-3609

PURCHASER:

**CITY OF MEDINA, OHIO,
An Ohio Municipal Corporation**

By: _____
JAMES SHIELDS, Mayor

Date: _____
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Telephone: 330-722-9020

Document & Form Approved by:

GREGORY A. HUBER, Law Director, City of Medina

EXHIBIT A

Situated in the City of Medina, County of Medina, and State of Ohio:

Being the whole of City Lot No. 563 in the Subdivision of Out Lot No. 12 on the Plat of Medina Village and on the Medina Township side thereof, as surveyed and platted by A. D. Sheldon, County Surveyor, on August 2, 1906.

PP: 028-19A-16-016

Prior Instrument Reference: Document No. 2024OR012356, Medina County Recorder's Records; Document No. 2000OR004353, Medina County Recorder's Records

ORDINANCE NO. 23-26

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROVE CHANGE ORDER #01 TO GMP #3 WITH THE RUHLIN COMPANY FOR RENOVATION WORK AT THE MEDINA MUNICIPAL COURTHOUSE.

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

WHEREAS: The City Engineer has presented 2026 Change Order #01 to City Council to modify the contract amount.

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

SEC. 1: That the Mayor is authorized to approve Change Order #01 to GMP #3 with the Ruhlin Company for renovation work at the Medina Municipal Courthouse.

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

SEC. 3: That the funds to cover Change Order #01, in the amount of \$280,270.00 is available are available as follows: \$140,135.00 in Account No. 301-0716-54412 and \$140,135.00 in Account No. 169-0716-54412.

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

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

AIA Document G701[®] – 2017

Ord. 23-26
Exh. - A

Change Order

PROJECT: <i>(Name and address)</i> Medina Municipal Court Renovations	CONTRACT INFORMATION: Contract For: General Construction Date: January 14, 2025	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: November 20, 2025
OWNER: <i>(Name and address)</i> City of Medina 132 North Elmwood Avenue Medina, OH 44258	ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll, Inc. 1220 West Sixth Street, Suite 300 Cleveland, OH 44113	CONTRACTOR: <i>(Name and address)</i> The Ruhlin Company 6931 Ridge Road Sharon Center, OH 44274

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR03 Structural Steel Adds from GMP #3 Package + \$122,869.00
 COR10 Lead Paint Abatement & Column Wrap Demo + \$20,030.00
 COR11 PR-03 Revised Fire Line Routing + \$13,134.00
 COR12 Replace Interior Sills & Jambs + \$44,769.00
 COR14 Mechanical Room Patching & Infills + \$30,902.00
 COR16 Tuckpointing at Front Steps & Brick Infill + \$32,520.00
 COR18 PR-05 Finish Changes + \$16,046.00

The original Contract Sum was	\$ 10,382,775.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 10,382,775.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 280,270.00
The new Contract Sum including this Change Order will be	\$ 10,663,045.00

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be April 08, 2026

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

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


 ARCHITECT *(Signature)*

CONTRACTOR *(Signature)*

OWNER *(Signature)*

BY: Nancy K. Nozik, Division
 Principal

(Printed name and title)

(Printed name and title)

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

11 / 20 / 2025
 Date

Date

Date

ORDINANCE NO. 24-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, CERTIFYING THAT WHEN A MUNICIPAL OBLIGATION WAS INCURRED SUMS WERE LAWFULLY APPROPRIATED IN THE FUNDS TO SATISFY THE OBLIGATION AND SUFFICIENT SUMS CURRENTLY EXIST TO SATISFY THIS OBLIGATION, AND DECLARING AN EMERGENCY.

WHEREAS: Certain certifications are necessary for the continued operations of Municipal Services; and

WHEREAS: This Ordinance will provide for the efficient and lawful certifications to provide Municipal Services as required by Ohio Revised Code Section 5705.41(D); and

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

SEC. 1: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 2: That the Finance Director is authorized to draw warrants for the payment of Invoice 90019464738 from Ohio Edison for 2025 street light electric services.

SEC. 3: That the funds to cover this expenditure in the amount of \$6,785.82 are available in Account No. 001-0140-52212.

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

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason because of the immediate need for the authorization of expenditures, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor