

**CITY OF MEDINA  
AGENDA FOR COUNCIL MEETING**

April 27, 2026  
Medina City Hall – Council Rotunda  
7:30 p.m.

**Call to Order.**

**Roll Call.**

**Reading of minutes.** (April 13, 2026)

**Reports of standing committees.**

**Requests for council action.**

**Reports of municipal officers.**

Proclamation by Mayor Shields for Small Business Week and Economic Development Week,  
May 3-9

**Notices, communications and petitions.**

**Liquor Permit.**

Not to object to the issuance of a New C-1 permit to Morkva LLC East to West, 503 S. Court Street, Unit B, Medina.

**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. 62-26, Ord. 63-26, Ord. 64-26, Ord. 65-26, Res. 66-26, Res. 67-26, Res. 68-26, Ord. 69-26, Ord. 70-26, Ord. 71-26, Ord. 72-26

Ord. 62-26

An Ordinance authorizing the hiring of OHM Advisors for assistance in the preparation of a Medina Public Square Improvements Study.

Ord. 63-26

An Ordinance authorizing the Mayor to enter into an Intracounty Mutual Aid Agreement for Fire and EMS.

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Ord. 64-26

An Ordinance amending Ordinance No. 22-26, passed January 26, 2026 relative to the Purchase Agreement for the property located at 338 Foundry Street, Medina, Ohio.  
(emergency clause requested)

Ord. 65-26

An Ordinance authorizing the purchase of a 2026 John Deere 624-P Tier Wheel Loader from Murphy Tractor & Equipment for the Street Department.

Res. 66-26

A Resolution authorizing participation in the Ohio Department of Transportation's Cooperative Purchasing Program for the purchase of sodium chloride (rock salt).

Res. 67-26

A Resolution accepting the donation of \$30,000.00 from the Medina Youth Baseball Association to use for renovation to three baseball fields.

Res. 68-26

A Resolution accepting the donation of \$29,000.00 from the Medina Girls Softball Association to use for renovations to two softball fields at Fred Greenwood Park.

Ord. 69-26

An Ordinance amending Sections V, (B)(2) & (B)(3) of the Civil Service Rules and Regulations of the City of Medina relative to Later Transfer applicants for the Police Department.

Ord. 70-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for the South Huntington Street Bridge Replacement Project, Job #1150.

Ord. 71-26

An Ordinance authorizing the Mayor to accept the FMVE (Fair Market Value Estimate) appraisal(s) and accept the Easement(s) for the North Huntington Street Project.  
(emergency clause requested)

Ord. 72-26

An Ordinance authorizing the Mayor to execute a Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the State Road Reconstruction Project.

**Council comments:**

**Adjournment.**

MEDINA CITY COUNCIL

Monday, April 13, 2026

**Public Hearing:**

To consider amendments to Section 1133.04 of the Codified Ordinances to allow the following Conditionally Permitted Uses in the C-1 zoning district: (1) Conference Center, Banquet Facility or Meeting Hall less than or equal to 5,000 square feet in size. (2) Restaurant with Drive-In or Drive-Through, and (3) Retail Business less than or equal to 20,000 square feet in size. These amendments would make the three Conditionally Permitted Uses available to all properties zoned C-1.

Andrew Dutton stated the original proposal was a request to rezone properties on West Liberty Street from C-1 Local Commercial to C-3 General Commercial, council directed staff to instead create this zoning amendment which caused the three noted conditionally permitted uses in the C-1 Zoning district so it would be applicable to the subject properties on West Liberty as well as all the C-1 zone properties as a conditionally use these require review by the planning commission and a public hearing before they are established. The Planning Commission reviewed these amendments at their February 12<sup>th</sup> meeting and recommended approval.

No one spoke in favor of the proposed amendment, and no one spoke in opposition to the proposed amendment. Public hearing closed at 7:32 p.m.

**Call to Order:**

Medina City Council met in regular session on Monday, April 13, 2026, at Medina City Hall. The meeting was called to order at 7:32 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, B. Lamb and C. Simmons.

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

**Reading of Minutes:**

Ms. Haire moved that the minutes from the meeting on March 23rd as prepared and submitted by the Clerk 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, B. Lamb, 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 in two weeks.

**Public Properties Committee:** Ms. Haire had no report.

**Health, Safety & Sanitation Committee:** Mr. Simpson is looking at holding a meeting the second week in May before the Finance meeting with Police Chief, Fire Chief and Service Director for an update.

**Special Legislation Committee:** Ms. DiSalvo is potentially scheduling a meeting for April 27<sup>th</sup> regarding the deer population.

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**Streets & Sidewalks Committee:** Mr. Isabella stated they had a meeting on April 7<sup>th</sup> and will have another follow up on April 20<sup>th</sup> at 5 p.m.

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

**Emerging Technologies Committee:** Mr. Lamb had no report.

**Requests for Council Action:**

**Finance Committee**

- 26-073-4/13 – Budget Amendments
- 26-074-4/13 – Intracounty Mutual Aid Agreement for Fire and EMS
- 26-075-4/13 – Increase P.O. #2026-258 – Huntington National Bank – IT Dept.
- 26-076-4/13 – Amend Ord. 22-26 – Closing Costs for 338 Foundry St.
- 26-077-4/13 – Amend S&B Code 31.07 – Updated Municipal Court Job Descriptions
- 26-078-4/13 – Purchase 2026 John Deere 624-PTier Wheel Loader – Street Dept.
- 26-079-4/13 – Cooperative Purchase – ODOT Sodium Chloride (Rock Salt)
- 26-080-4/13 – Amend Civil Service Rule V (B)(2) & (3) – re: Lateral Transfers
- 26-081-4/13 – Accept Donation – Medina Youth Baseball Association
- 26-082-4/13 – Accept Donation – Medina Girls Softball Association
- 26-083-4/13 – Bids, Job #1150 – S. Huntington St. Bridge Replacement
- 26-084-4/13 – Bids, Job #1062 – Propsect St. Bridge Replacement
- 26-085-4/13 – FMVE’s for North Huntington Street
- 26-086-4/13 – Enginering Agreement w/ Wheeling & Lake Erie Railway – State Rd.
- 26-087-4/13 – Discussion City Hall and Police Dept. Needs Assessment & Facility Study

**Reports of Municipal Officers:**

**Mayor: Jim Shields**

**America 250 Upcoming Events**

Saturday 4/18/26

**Veteran’s Plaque dedication** at the Vietnam Veterans Memorial at 210 Northland Drive next the Medina County Veterans Services Building. We will be honoring all veterans from 1776-2026 who have provided our country with 250 years of freedom.

Saturday 4/25/26

**Touch a Truck** at MCRC from 9:00 a.m. to 1:00 p.m. Huntington Bank will also be sponsoring free Old Phoenix stagecoach rides from 10:00 a.m. to 1:00 p.m.

**Medina County Veteran’s Lunch**

Local veterans in assisted living facilities were invited to a special Spring luncheon at the Medina County Veterans’ Memorial Hall on Thursday April 9, 2026.

The luncheon event happens twice a year, once in the spring and once in the fall. This gathering allows Veterans from the facilities to enjoy the company of other Veterans who have had similar experiences serving our country.

At Thursday’s luncheon, over 50 veterans came from six Medina area assisted living facilities. The volunteers who served the lunch were veterans from the four organizations that meet at the memorial hall: the American Legion Post 202, American Veterans 1990, Disabled American Veterans Chapter 72 and the Vietnam Veterans of America Chapter 385.

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**Feeding Medina County**

There will be a no cost food distribution for City of Medina residents at the Medina County Fairgrounds Community Center on Tuesday April 21, 2026, from 5:00 p.m. to 6:30 p.m. sponsored by the City of Medina in conjunction with Feeding Medina County. Volunteers from City Council, the City administration and Feeding Medina County volunteers will be present to help pack and load vehicles. Those in need or those experiencing food insecurity who are Medina residents are encouraged to attend the food drive on April 21, 2026.

**Keith Dirham, Finance Director**, Keith stated that the City of Medina has an income tax, you can get forms and pay online at [www.rita.ohio.com](http://www.rita.ohio.com)

**Greg Huber, Law Department**, had no report.

**Kimberly Marshall, Economic Development Director**, Kimberly stated they got the official approval grant extension for the Yost Sunoco site. They are still waiting to hear on the Department of Development grant for the South Elmwood parking lot.

**Chief Kinney, Police Department**, had no report.

**Nino Piccoli, Service Director**, Nino stated the yard waste program started last Monday and runs through November. Electric aggregation letter is out and our broker was able to secure a price for two years and will run through this June 2026 through June of 2028 and the price is 9.65 cents per kilowatt hour. We were at 7.37 cents.

**Patrick Patton, City Engineer**, Patrick stated we are scheduled this week to place the concrete pavement on Blake Ave. weather dependent.

**Chief Walters, Fire Department**, had no report.

**Andrew Dutton, Community Development Director**, Andrew stated the Community Housing Impact and Preservation (CHIP) funds will still be available to all residents of Medina County. These funds assist low- and moderate-income homeowners with home rehabilitation and home repair assistance. Free application and more information is available at [www.medinaco.org/planning/CHIP](http://www.medinaco.org/planning/CHIP).

**Jansen Wehrley, Parks and Recreation Director**, Jansen stated as the weather is changing, activities are starting to pick up in our parks. Recently we turned the water on so all the restroom facilities are opened up and our sports associations are starting to ramp up as well. Keep in mind the increased traffic in a variety of different parks.

The Forestry Dept. recently completed their tree planting project for the spring and installed 100 trees throughout the town with a specific focus on some older trees. Thursday, April 23<sup>rd</sup> is Arbor Day. We plan to do tree planting on April 21<sup>st</sup> with the Kiwanis who are graciously donating 600 Norway Spruce trees to be distributed to 3<sup>rd</sup> graders.

**Dan Gladish, Building Official** – was not in attendance.

**Jarrold Fry, Communications Director**, had no report.

**Notices, communications and petitions**

There were none.

**Unfinished Business**

**Ord. 37-26 (THIRD READING)**

**An Ordinance amending section 1133.04 of the Zoning Code of the Codified Ordinances of the City of Medina, Ohio relative to Conditionally Permitted Uses.** Mr. Dutton explained this ordinance will amend our local commercial C-1 section of our zoning code to allow three new uses as conditionally permitted uses, a conference center, less than or equal to 5,000 sq. ft., restaurant with drive in or drive through and retail business less or equal to 20,000 sq. ft. Ms. Haire moved for the adoption and final reading of Ordinance/Resolution No. 037-26, seconded by Mr. Simpson. The roll was called and Ordinance/Resolution No. 037-26 passed by the yea votes of N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, and J. Coyne.

**Introduction of visitors**

There were no visitors

**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.: Ord. 57-26, Ord. 58-26, Ord. 59-26, Ord. 60-26, Ord. 61-26. The roll was called and the motion passed by the yea votes of R. Haire, E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, and N. DiSalvo.

**Ord. 57-26**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1151, US 42 Resurfacing, and Repealing Ordinance No. 169-25, passed October 14, 2025.** Ms. Haire moved for the adoption of Ordinance/Resolution No. 057-26, seconded by Mr. Simpson. Patrick stated they received notice late last week they need to increase the budget estimate by \$42,000. This project is being paid for by a \$902,000 State of Ohio Grant. Ms. Haire moved to amend the Ordinance to include the increase of \$42,000, seconded by Mr. Simpson. The roll was called and amendment passed by the yea votes J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson. The roll was called and Ordinance/Resolution No. 057-26 passed by the yea votes of E. Isabella, B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, and R. Haire.

**Ord. 58-26**

**An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1062, the Prospect Street Bridge Replacement Project.** Ms. Haire moved for the adoption of Ordinance/Resolution No. 058-26, seconded by Mr. Simpson. Mr. Patton stated this will replace the Prospect Street Bridge located just north of West Smith Road. The total project is \$1.1 million dollars, and we have a \$754,000 ODOT Municipal Bridge grant that will pay for the cost. The roll was called and Ordinance/Resolution No. 058-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire and

E. Isabella

**Ord. 59-26**

**An Ordinance authorizing the Mayor to enter into an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) for the State Road Project, Job #1099.** Ms. Haire moved for the adoption of Ordinance/Resolution No. 059-26, seconded by Mr. Simpson. Mr. Patton stated this project is very expensive and approaching \$5 million dollars. We have secured several grants and would like to manage and bid this project on their own and to do that we need to enter into this agreement with ODOT. The roll was called and Ordinance/Resolution No. 059-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

**Ord. 60-26**

**An Ordinance amending Sections 31.02 (B)(1) and 31.05 of the Salaries and Benefits Code of the City of Medina, Ohio relative to the Parks Department Laborer Positions.** Ms. Haire moved for the adoption of Ordinance/Resolution No. 060-26, seconded by Mr. Simpson. Mr. Wehrley stated this ordinance converts two vacant part-time labor positions in the department to one full-time laborer. Peak season, April through October, the parks dept. has special events and often needs to run 7 days a week, and they struggle to provide adequate support for these activities on the weekends. This is part of the 2026 budget approval process, also included in Teamster's contract. Civil Service was also made aware of the conversion. The roll was called and Ordinance/Resolution No. 060-26 passed by the yea votes of D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb and C. Simmons

**Ord. 61-26**

**An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget)** Ms. Haire moved for the adoption of Ordinance/Resolution No. 061-26, seconded by Mr. Simpson. Mr. Dirham stated there is unemployment, a number of passthroughs of grants, and some transfers related to court projects. The roll was called and Ordinance/Resolution No. 061-26 passed by the yea votes of J. Coyne, N. DiSalvo, R. Haire, E. Isabella, B. Lamb, C. Simmons and D. Simpson.

**Council Comments:**

Mr. Simpson stated a lot of people are being affected with the cost of this war. Healthcare costs have gone up and eliminated for a lot of people, let us keep them in our thoughts and prayers. Keep the military that is defending our country in your thoughts and prayers. Be Kind!

Ms. Haire echoed Mr. Simpson and said, be kind and treat people with respect.

Mr. Simmons echoed what Mayor Shields shared on America 250 and the Feeding Medina Co. Food Drive. Chet mentioned he attended the meeting of the Archive Commission this week.

Ms. DiSalvo - Please keep our service members at the top of your list. Prom Season is gearing up, be on the lookout for our young people as they go on their excursions over the next couple of weeks. Happy Birthday to her mother who turned 88 years old on the 9<sup>th</sup> of April!

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Mr. Isabella agrees with the sentiments of his fellow council members.

Mr. Lamb spent a day in Dublin for the ODNR discussion on Deer Management. This further convinced him that we have the ability here in our community to create our own deer management plan that will be safe and effective and have good results.

Mr. Coyne followed up on the Feeding of Medina County at the Fairgrounds on April 21<sup>st</sup>

There being no further business, the meeting adjourned at 7:58 p.m.

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Kathy Patton, Clerk of Council

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John Coyne III, President of Council



MEDINA CITY COUNCIL
ATTN CLERK
132 N ELMWOOD AVE
MEDINA OH 44256

NOTICE TO LEGISLATIVE AUTHORITY

TO

Table with permit details: 10008708-4, NEW TYPE, Morkva LLC, East to West, 503 South Court Street Unit B, Medina OH 44256, FILING DATE: 4/13/2026, PERMIT CLASSES: C-1, 52077 TAX DISTRICT, OCT, RECEIPT NO.

FROM 4/14/2026

Table with permit details: PERMIT NUMBER, TYPE, ISSUE DATE, FILING DATE, PERMIT CLASSES, TAX DISTRICT, RECEIPT NO.

MAILED 4/14/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 05/15/2026

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 10008708-4 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING [ ]

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

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

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

**ORDINANCE NO. 62-26**

**AN ORDINANCE AUTHORIZING THE HIRING OF OHM ADVISORS FOR ASSISTANCE IN THE PREPARATION OF A MEDINA PUBLIC SQUARE IMPROVEMENTS STUDY.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to hire OHM Advisors for assistance in the preparation of Medina Public Square Improvements Study.
- SEC. 2:** That a copy of the Proposal for Professional Services and costs associated with the project is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in an amount not-to-exceed \$25,000.00, are available in Account No. 001-0707-52226.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**



ORD. 62-26  
Exh. A

April 13, 2026

Mr. John Coyne, III, President of Council  
City of Medina  
132 North Elmwood Avenue  
Medina, OH 44256

RE: **Medina Public Square Improvements Study**  
**#26027**

Dear Mr. Coyne:

Thank you for the opportunity to partner with the City of Medina (Medina, Client) to evaluate and envision an updated public realm and connectivity strategy for the historic Medina Public Square. OHM Advisors (OHM, Consultant) are excited to build on the Comprehensive Plan and help you define a cohesive long-term vision for Public Square and identify practical, implementable short-term improvements to advance the community's overall vision. The goal of this effort is to develop a conceptual long-term strategy for the public realm around Medina Public Square and develop specific short-term action steps for the west (South Court) and north (Liberty) sides of the square.

We have prepared this letter proposal based on the information provided and discussions with you and other members of the council. Based on our discussion of the proposed scope, this proposal presents our understanding of the project, including the work plan, schedule, and service costs.

## **Work Plan**

### Phase #1: Analysis

- 1.1 Project Orientation (Client Team Meeting): The consultant team will initiate the project with a kick-off work session alongside members of the city. The purpose of this session is to familiarize the team with the proposed scope of work, deliverables, and key milestones.
- 1.2 Review Past Plans, Documents, & Associated Information: OHM will request all associated information from the City related to past work conducted in and around the Medina Square. The purpose of this task will be to build on prior work, including the City's Comprehensive Plan, and avoid duplication. This will also provide a baseline for future tasks, specifically field analysis and observations.
- 1.3 Field Review and Technical Assessment: OHM will conduct field visits to evaluate and observe the following list of items: number of parking spaces and configurations (parallel, angled, ADA accessibility, etc.), loading and delivery zones, and existing crosswalk conditions (visibility, sight distance with vehicles, timing, etc.). The team will also assess and analyze the conditions of the sidewalk and pedestrian realm along corridors surrounding Public Square (South Court, East Washington, Broadway, and Liberty Streets). The analysis will include measuring sidewalk widths (total width and clear pedestrian through-zone), identifying pinch points or obstructions, evaluating ADA compliance and accessibility conditions, assessing pedestrian crossings, curb ramps, and detachable warnings, and identifying streetscape amenities (benches, lighting,

## **OHM Advisors\***

6001 EUCLID AVENUE SUITE 130  
CLEVELAND OHIO 44103

T 216.865.1335

OHM-Advisors.com



trees, etc.). This effort will focus on identifying constraints and opportunities within the existing right-of-way. Detailed survey, utility investigation, and design-level engineering are not included.

Additionally, the consultant team will evaluate existing traffic patterns and signal timing using publicly available data from ODOT, NOACA, and/or the City of Medina. OHM will review available traffic data (ODOT, NOACA, and City sources) to understand general traffic patterns and operations. This will be a planning-level assessment; detailed traffic analysis or modeling is not included and may be recommended as a next step for certain improvements.

All of the above information will be summarized into a memorandum and used to establish a baseline of current conditions.

- **1.4 Stakeholder Engagement:** In collaboration with the client, OHM will create a digital stakeholder survey to be distributed to businesses, property owners, and key stakeholders within Medina Square. The purpose of this survey is to understand operational needs, challenges, and opportunities on existing issues, business/building logistics, and future opportunities. In addition to the survey, two (2) stakeholder group meetings will be held to engage further, specifically with stakeholders on the west and north sides of Medina Square. A summary and results of all engagement will be compiled into a memorandum for the client.
- **Meetings:**
  - ▾ Client Team Meeting x1
  - ▾ Stakeholder Meetings x2
- **Deliverables:**
  - ▾ Field Analysis and Observation Memorandum
  - ▾ Stakeholder Meeting Summary

## Phase #2: Recommendations

- **2.1 Public Square Long-Term Vision – Conceptual:** In this task, the consultant team will develop a clear, cohesive long-term vision for improvements to the public realm and mobility around the square. The purpose of this is to assist with proposed short-term improvements, evaluating impacts on long-term, future improvements. This will be shared as a site plan representation. This vision will serve as a framework to guide phased improvements and align short-term investments with long-term goals.
- **2.2 Short Term Improvements (West-South Court and North-Liberty Sides) – Draft & Final:** Separate from the long-term vision, the consultant team will create up to three short-term options for improvements to the west and north sides of Public Square. These concepts will be grounded in observed conditions and stakeholder input and will focus on practical, implementable improvements. The concepts will be drafted initially as a site plan representation, then, once reviewed by the client team, the preferred option will be illustrated through a high-quality rendering to clearly communicate the preferred approach.
- **2.3 Opinions of Cost:** The consultant team will prepare planning-level opinions of cost for both the draft long-term and short-term improvements for Public Square.
- **2.4 Implementation Strategy:** In collaboration with the client team, OHM will outline and discuss next steps for the proposed short- and long-term improvements. This could include additional studies, developing construction documents, and funding sources to support both projects. This step will help to provide clarity on roles, responsibilities, and timing.
- **Meetings:**
  - ▾ Client Team Meeting x1
  - ▾ Public or Council Presentation



- **Deliverables:**

- ☞ Conceptual Site Plans – Draft and Final (planning-level, not for construction)
  - 3 options for each (West and North)
  - 1 option for the long-term
- ☞ Illustrative Rendering – Final
  - Short-term option – preferred
- ☞ Opinions of Cost – Drafts and Final

### **Schedule**

The project will be completed in 16 weeks from notice to proceed.

### **Compensation**

The scope of work will be performed for a lump sum fee of \$25,000, billed on a monthly, percent-complete basis.

### **Clarifications and Assumptions**

- ☞ All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.
- ☞ If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM Advisors will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.
- ☞ All deliverables will be submitted electronically in CADD, GIS, and/or PDF format, as applicable.
- ☞ Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

### **Client Responsibilities**

- ☞ Client will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ☞ Client will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.



**Authorization and Acceptance**

Thank you for giving us the opportunity to be of service! If this proposal is acceptable to you, your signature on this letter, with a copy returned to us will serve as our authorization to proceed. Upon execution, this Proposal, the attached Exhibit 'A', Standard Terms & Conditions, and the other attachments will form our agreement. This proposal is valid for 30 days.

If you have any questions or comments, please contact me at 440.759.2843. We look forward to working with you on this project.

Sincerely,  
OHM Advisors

Authorization to Proceed:

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Arthur Schmidt, IV, Principal  
[Arthur.schmidt@ohm-advisors.com](mailto:Arthur.schmidt@ohm-advisors.com)  
D: 216.865.1342 C: 440.759.2843

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Josh Slaga, Principal & Project Manager  
[Josh.Slaga@ohm-advisors.com](mailto:Josh.Slaga@ohm-advisors.com)  
C: 216.280.3022

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Attachments: Exhibit 'A' Standard Terms and Conditions  
Exhibit 'B' Standard Hourly Rate Schedule

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

## Exhibit A

ADVISORS' Agreement as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

# 'Exhibit B'

## OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

Rates as reflected subject to review and adjustment on an annual basis.  
2026 Public Rates 25-1026 (MI OH Public)

**ORDINANCE NO. 63-26**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTRACOUNTY MUTUAL AID AGREEMENT FOR FIRE AND EMS.**

**WHEREAS:** Various political subdivisions, elected officials and local governmental units within Medina County desire to create a mutual aid agreement among themselves to provide for additional Fire/EMS protection and other fire department related services in times of emergency and as such need arises; and

**WHEREAS:** Sections 9.60, 2305.233, and 505.44 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such mutual aid agreements.

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

**SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Intracounty Mutual Aid Agreement for Fire and EMS.

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

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

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

MEDINA COUNTY, OHIO  
INTRACOUNTY MUTUAL AID AGREEMENT  
FOR FIRE AND EMS

ORD. 63-26  
Exh. A

WHEREAS, various political subdivisions, elected officials and local governmental units within Medina County, OH desire to create a mutual aid agreement among themselves, ("Agreement"), to provide for additional Fire/EMS protection and other fire department related services in times of emergency and as such need arises; and

WHEREAS, Sections 9.60, 2305.233, and 505.44 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such mutual aid agreements; and

WHEREAS, Section 5502.41 of the Ohio Revised Code establishes In-State Mutual Aid Resources (IMAC) to provide for mutual assistance or aid among the participating political subdivisions for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources.

WHEREAS, said political subdivisions, elected officials and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of Fire/EMS personnel and equipment in such times of emergency and at such other times as the need may arise within the respective territories of the undersigned parties;

WHEREAS, all of the parties hereto have an interest in the control of fire, providing emergency medical services, hazardous materials control, technical rescue assistance and/or other support functions and:

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, emergency medical care, hazardous materials control, technical rescue assistance and other support functions and;

WHEREAS, in the event of an emergency incident or preplanned event, the parties may require the assistance and support of the other parties to this Agreement to provide supplemental services and support and;

WHEREAS, each of the parties may have the equipment and personnel available to provide such supplemental services and support to the other parties to this Agreement and:

WHEREAS, the facilities of each party are located in such a manner as to enable them to render mutual assistance to the others and;

WHEREAS, each of the parties to this Agreement have determined that it is in the best interests of all to set forth guidelines for providing mutual assistance to each other in the case of an emergency incident or preplanned event;

NOW, THEREFORE, BE IT RESOLVED by and among the undersigned parties that any and/or all political subdivisions, elected officials, and governmental units within the geographical boundaries of Medina County, Ohio, including fire districts, may become parties to this Agreement by appropriate authorization and execution of a copy of this Agreement by the elected official(s), or by the respective legislative bodies of said political subdivision and governmental units, and by depositing a properly executed copy of same with the Medina County Office of Emergency Management. (hereinafter referred to as the "Depository Agency") that each party agrees to the following:

It is further acknowledged and agreed that the depository agency shall send to each new party a list of all political subdivisions and governmental units who are active parties to this Agreement.

It is further acknowledged and agreed that the Depository Agency shall keep an up-to-date listing of all participating parties to this Agreement and shall send a list of all participating parties to the Medina County Prosecutor's Office not less than annually on or before the 15<sup>th</sup> day of January each year.

The Parties hereto do mutually agree as follows:

1. **Request for Assistance** – The Incident Commander (IC) of the Requesting Party at the scene of an emergency incident or preplanned event within the geographical boundaries of that Party's political subdivision, also known as the Authority Having Jurisdiction (AHJ), is authorized to request assistance from the other parties to this Agreement when confronted with an emergency that presents a need for equipment or personnel in excess of that available from local resources.

The Mutual Aid Box Alarm System (MABAS) pre-determines the response of equipment and personnel to areas of high hazard. This Agreement allows for all parties to automatically request aid from the other parties through the MABAS system upon receipt of an alarm and prior to the establishment of command.

Medina County Emergency Management Agency Involvement: Members of the Medina County Emergency Management Agency's All Hazards Team are authorized to respond and provide mutual aid to parties of this Agreement when the assistance of the All Hazards Team is requested by an Incident Commander. In certain situations, the All Hazards Team may be mobilized without a specific request from a specific jurisdiction.

Preplanned Events: A request for assistance may be made to the other parties to this Agreement to stand by for preplanned events within their jurisdictional boundaries. Standby coverage must be coordinated with the Chief or their designee before the event. This includes but is not limited to football games, fairs, or other large public gatherings.

Backfill: A Party may be requested to backfill and provide coverage for an area of Medina County that lacks Fire/EMS coverage due to resources from multiple departments committed to an incident.

2. **Command Structure** – The Incident Commander of the Requesting Party shall be in command of the operations under which the equipment and personnel sent by the Party or Parties receiving the request shall operate providing that the responding equipment and personnel shall be under the immediate supervision of the Officer in Charge of the responding apparatus. Command responsibilities shall include conformance to the Incident Command structure and full accountability of all resources and personnel operating at the scene.

The Incident Commander may request a Senior Officer of a Party receiving the request to assume command of the incident. However, the AHJ shall retain overall authority and/or responsibility for the incident.

Should a Party receiving the request arrive at the incident prior to the arrival of the Party having jurisdiction, the Officer in Charge of the mutual aid unit will assume command until an officer of the AHJ arrives and assumes command which will be done as soon as possible after arrival.

3. **Duty to Respond** – Each party to this Agreement will respond with equipment and manpower as requested by the Officer in Charge of the Agency of any other party to this Agreement; provided, however, that such response will only be to the extent that, in the judgment of the Officer in Charge of the Party receiving the request, such request would not impede the proper protection of the Party receiving the request's own territory. The Party receiving the request may also decline the request if they are unable to adequately staff the apparatus requested. The Officer in Charge of the Party receiving the request will provide as many resources pursuant to the request as he/she deems advisable under the circumstances.

However, the Officer in Charge of the Party receiving the request has the discretion to determine what and how many resources to deploy, if at all.

4. **Response to Request** – Upon receipt of a request, the Officer in Charge of the Party receiving the request shall:
  - a. Determine if the Party has the equipment and sufficient personnel available to respond to the request. Suggested staffing is that all personnel be certified to a Firefighter I level. The Officer in Charge of the Party receiving the request has the discretion to determine if an apparatus is sufficiently staffed. Some guidelines for the Officer in Charge to consider for adequate staffing includes:
    - i. Engine –Three (3) Firefighters
    - ii. Ladder- Three (3) Firefighters
    - iii. Tenders –Two (2) Firefighters.
    - iv. EMS Units – Two (2) with one Paramedic or Advanced EMT preferred.
    - v. Rescues – Staffing per vehicle capability. (i.e. two-man cab limits personnel)
    - vi. Special – Includes not is not limited to brush truck & UTV. The situation will dictate the number of personnel required.
    - vii. Personnel – Additional personnel, or “manpower” may be requested when no specific apparatus is required. The Requesting Party should specify the number of personnel needed.
  - b. Notify the Requesting Party of their ability to respond and the number of personnel responding.
  - c. In the event the requested equipment is not available or there are insufficient personnel to properly staff the apparatus, then the Officer in Charge will notify the Requesting Party that they are unavailable.
5. **Liability** – This Agreement is intended to be a reciprocal fire protection agreement in which Ohio Revised Code Section 2305.233 applies, providing that no officer or employee as defined in Section 109.36 of the Revised Code, or employee as defined in Section 2744.01 of the Revised Code, rendering fire protection assistance pursuant to a reciprocal fire protection agreement shall be liable in civil damages to any person allegedly harmed by the negligent provision of that assistance.

Each Party to this Agreement agrees to maintain adequate insurance coverage for its own equipment and worker’s compensation insurance for its personnel including but not limited to General Liability coverage.
6. **Compensation** – Each Party agrees that it will not seek compensation from the other parties for services rendered under this Agreement. Each Party shall, at all times, be responsible to its own employees for the payment of wages, other compensations and for carrying workers’ compensation upon said employees.
8. **Annual Review** – This Agreement is intended to and shall reflect the most comprehensive countywide system of mutual aid permitted under Ohio law. Any participating Party of this Agreement may propose revisions to this Agreement. The Medina County Fire Chief’s Association shall conduct an annual review of this Agreement. All Parties shall be advised of any proposed amendment and or revision hereto and no revision or amendment shall be effective until same is ratified by the participating parties and either a new agreement or an addendum to this existing Agreement is executed by the said parties.

9. **Term and Termination** – This Agreement shall be effective immediately upon its execution by the participating parties and ratification as shall be required by their respective municipality and/or political subdivision. This Agreement shall remain in effect indefinitely with respect to the undersigned parties. Any member may withdraw from this Agreement upon providing notice of their intent not less than three months prior to their withdrawal from active member status.

10. This Agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, \_\_\_\_\_, as \_\_\_\_\_  
(Name of Signer) (Title of Elected official)

On behalf of \_\_\_\_\_, pursuant to Resolution # \_\_\_\_\_  
(Name of Political Subdivision or Governmental Unit)

Adopted on \_\_\_\_\_ by the legislative body of said political subdivision or governmental unit, has executed this Agreement on \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contracting Entity

Received by:

\_\_\_\_\_  
Office of Emergency Management Date

\_\_\_\_\_  
Medina County Prosecutor Date

**ORDINANCE NO. 64-26**

**AN ORDINANCE AMENDING ORDINANCE NO. 22-26, PASSED JANUARY 26, 2026 RELATIVE TO THE PURCHASE AGREEMENT FOR THE PROPERTY LOCATED AT 338 FOUNDRY STREET, MEDINA, OHIO, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance 22-26, passed January 26, 2026, authorized the Mayor to execute a purchase agreement for the property located at 338 Foundry Street, Medina, Ohio; and

**WHEREAS:** Ordinance No. 22-26, passed January 26, 2026 authorized the funds, in the amount of \$65,000.00 to cover the purchase, however, this did not include the closing costs of \$745.72.

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

**SEC. 1:** That the initial \$65,000.00 in funds authorized in Ordinance No. 22-26, passed January 26, 2026, are hereby increased by the amount of \$745.72 from Account No. 301-0707-54411 to cover closing costs.

**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 considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to finalize the purchase; 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**

**ORDINANCE NO. 65-26**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2026 JOHN DEERE 624-P TIER WHEEL LOADER FROM MURPHY TRACTOR & EQUIPMENT FOR THE STREET 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.

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

**SEC. 1:** That the Street Department is hereby authorized to purchase one (1) 2026 John Deere 624-P Tier Wheel Loader from Murphy Tractor & Equipment, through the Sourcewell Purchasing Contract Number ID-011723-JDC.

**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 \$296,781.00, are available in Account No. 105-0610-54417.

**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**

**RESOLUTION NO. 66-26**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT).**

**WHEREAS:** Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges or Universities to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

**SEC. 1:** That the Mayor hereby requests authority in the name of the City of Medina to participate in the Ohio Department of Transportation contracts for sodium chloride (rock salt), Contract 018-27 and agrees:

- 1) To purchase an estimated salt tonnage of 3,000 tons (stockpile capacity 1,600 tons) exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located;
- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving disputes arising out of participation in the contract and, to the extent allowable under Ohio law, hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

Minimum Order = 1 truckload/22 tons without piler or 200 tons with piler

Stockpile Location: 781 West Smith Road  
Medina, OH 44256

Stockpile Capacity: 1,600 tons

Tons Required: 3,000 tons (estimated)

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year indicating storage capacity and stating salt needs for the contract period.

- SEC. 2:** That a copy of the Resolution is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.
- SEC. 4:** 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. 5:** 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 AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026**

**WHEREAS**, the (CITY OF MEDINA, MEDINA COUNTY, OH) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
JAMES A. SHIELDS, MAYOR

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date  
JOHN M. COYNE, III, President of Council

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 1, 2026.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

**RESOLUTION NO. 67-26**

**A RESOLUTION ACCEPTING THE DONATION OF \$30,000.00 FROM THE MEDINA YOUTH BASEBALL ASSOCIATION TO USE FOR RENOVATIONS TO THREE BASEBALL FIELDS.**

**WHEREAS:** The Medina Youth Baseball Association are donating \$30,000 to the City of Medina to renovate thee baseball fields, Ray Mellert Park field #1, Ray Mellert Park field #2, and Reagan Park field #3.

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

**SEC. 1:** That the City hereby accepts the donation of \$30,000.00 from the Medina Youth Baseball Association.

**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 Medina Youth Baseball Association 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. 68-26**

**A RESOLUTION ACCEPTING THE DONATION OF \$29,000.00 FROM THE MEDINA GIRLS SOFTBALL ASSOCIATION TO USE FOR RENOVATIONS TO TWO SOFTBALL FIELDS AT FRED GREENWOOD PARK.**

**WHEREAS:** The Medina Girls Softball Association is donating \$29,000 to the City of Medina to renovate two softball fields at Fred Greenwood Park: field #1 and field #2. The work will be completed by a professional athletic field contractor and will greatly improve the playing conditions for all participants in their organization.

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

**SEC. 1:** That the City hereby accepts the donation of \$30,000.00 from the Medina Girls Softball Association.

**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 Medina Girls Softball Association 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. 69-26**

**AN ORDINANCE AMENDING SECTIONS V, (B) (2) & (B) (3)  
OF THE CIVIL SERVICE RULES AND REGULATIONS OF  
THE CITY OF MEDINA RELATIVE TO LATERAL  
TRANSFER APPLICANTS FOR THE POLICE  
DEPARTMENT.**

**WHEREAS:** Ordinance No. 99-08, passed May 27, 2008, adopted revised Civil Service Rules and Regulations; and

**WHEREAS:** The Civil Service Commission respectfully requests City Council to consider and accept several revisions to the Medina Civil Service Rules Sections V, (B) (2) and (B) (3) pertaining to Lateral Transfer Patrol Officers and Communication Officers; and

**WHEREAS:** The Civil Service Commission reviewed these changes and voted to approve at their regular meeting on April 1, 2026.

**WHEREAS:** Section V, (B)(2) of the Medina Civil Service Rules presently reads in part as follows pertaining to Patrol Officers and Communication Officers:

Lateral transfer Patrol Officers must be currently employed with a minimum of one (1) year of full-time peace officer experience, or previously employed within the last twelve (12) months as a full-time peace officer, with an Ohio State Certified Law Enforcement Agency in a jurisdiction in the State of Ohio, including having completed the probationary period at that employment. For purposes of this rule, "peace officer" shall be as defined in Ohio Revised Code 109.71 (A).

Lateral transfer Communication Officers must be currently or previously employed within the last twelve (12) months as a full-time Communication Operator with a minimum of one (1) year of full-time service with an agency that dispatches for Police, Fire or EMS.

**WHEREAS:** Section V, (B)(3) of the Medina Civil Service Rules presently reads as follows pertaining to Patrol Officers:

Lateral transfer Patrol Officers must be certified by the Ohio Peace Officer Training Academy ("OPOTA") or present to the Commission an OPOTA letter of training equivalency.

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

**SEC. 1:** That Sections V, (B) (2) of the Civil Service Rules and Regulations are hereby amended to read as follows pertaining to Patrol Officers and Communication Officers. (Proposed new rules are in **boldface** and *italics*)

Lateral transfer Patrol Officers must be currently employed with a minimum of one (1) year of full-time peace officer experience, or previously employed within the last twelve (12) months as a full-time peace officer, with an Ohio State Certified Law Enforcement Agency in a jurisdiction in the State of Ohio, including having completed the probationary period at that employment. *Out-of-state lateral transfer applicants for Patrol Officer must have the equivalent experience with a Certified Law Enforcement Agency from another state within the United States.* For purposes of this rule, “peace officer” shall be as defined in Ohio Revised Code 109.71 (A).

Lateral transfer Communication Officers must be currently or previously employed within the last twelve (12) months as a full-time Communication Operator with a minimum of one (1) year of full-time service with an agency that dispatches for Police, Fire or EMS. *Out-of-state lateral transfer applicants for Communication Operator must have an equivalent certification from a state within the United States.*

**SEC. 2:** That Section V, (B)(3) of the Civil Service Rules and Regulations are hereby amended to read as follows pertaining to Patrol Officers: (Proposed new rules are in **boldface** and *italics*)

Lateral transfer Patrol Officers must be certified by the Ohio Peace Officer Training Academy (“OPOTA”) or present to the Commission an OPOTA letter of training equivalency. *Out-of-state lateral applicants for Patrol Officer must have an equivalent certification from a state within the United States and obtain an OPOTA reciprocal certification prior to appointment.*

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

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

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**President of Council**

**ATTEST:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

**ORDINANCE NO. 70-26**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR COMPETITIVE BIDS AND TO AWARD A CONTRACT TO THE SUCCESSFUL BIDDER FOR THE SOUTH HUNTINGTON STREET BRIDGE REPLACEMENT PROJECT, JOB #1150.**

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

- SEC. 1:** That the Mayor is hereby authorized and directed to advertise for competitive bids and to award a contract to the successful bidder for Job #1150, the South Huntington Street Bridge Replacement Project, in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2:** That the estimated cost of the project, in the amount of \$1,656,000.00, is available as follows: \$1,573,200 in Account No. 380-0671-54414, and \$82,800.00 in Account No. 108-0671-54414.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

**ORDINANCE NO. 71-26**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE FMVE (FAIR MARKET VALUE ESTIMATE) APPRAISAL(S) AND ACCEPT THE EASEMENT(S) FOR THE NORTH HUNTINGTON STREET PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS:** In order to complete the reconstruction of North Huntington Street, Phase 3, the City must acquire several easements; and

**WHEREAS:** In order for the City’s right-of-way consultant (Rourke Acquisition Services) to proceed with the offer to purchase and complete negotiations and acquisition, Council must authorize acceptance of the Fair Market Value Estimates (FMVE’s) 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 Rourke Acquisition Services, and accepts the Fair Market Value (FMVE) for the following parcel as follows:

<u>Address</u>	<u>Parcel</u>	<u>FMVE</u>
304-390 N. Huntington St.	028-19A-17-003 & 004	<u>\$ 9,597.00</u>
	TOTAL	<u>\$ 9,597.00</u>

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

**SEC. 3:** That if the property owner accepts the offer and signs the easement, the Mayor is hereby authorized to accept the Easement(s) necessary for the project.

**SEC. 4:** That the funds to cover the appraisals, in the amount of \$9,597.00 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. 6:** 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:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_

**Clerk of Council**

**SIGNED:** \_\_\_\_\_

**Mayor**

VA  
REV. 06-2025

VALUE ANALYSIS  
(\$15,000 OR LESS)

ORD. 71-26 EXH. A

OWNER'S NAME

Union Square Multifamily, LLC

COUNTY Medina  
ROUTE North Huntington St Recon  
SECTION N/A  
PARCEL NO. 5-SH  
PROJECT I.D. NO. N/A

Subject			APN		
Address/Location	Zoning	Utilities	028-19A-17-003 & 028-19A-17-004		
304-390 W. Union Street, Medina, Ohio 44256. Located off the north and south sides of W. Union Street and the west side of North Huntington Street, within the city of Medina, Medina County, Ohio.	(R-3) High Density Urban Residential District	All Public	Large Parcel Size	Large Parcel Unit	Highest and Best Use
			10.065 Gross/Net	Acres	Residential Development

**Comments**  
Considering unity of title, unity of use and contiguity, the subject property and larger parcel is identified by the Medina County Auditor as Parcel Numbers 028-19A-17-003 and 028-19A-17-004 titled to Union Square Multifamily, LLC. The property contains 10.065 gross/net acres per the Auditor and is located off the north and south sides of W. Union Street and the west side of North Huntington Street, within the city of Medina, Medina County, Ohio. The site is improved with multi-family residential buildings and related improvements constructed around 1979 and is serviced by public water and sanitary sewer services.

The subject property is zoned (R-3) High Density Urban Residential District. The purpose of the R-3 High Density Urban Residential District is to encourage relatively high density residential development in areas generally adjacent to built up sections of the community or in areas of existing development of such density, and therefore to provide a more orderly and efficient extension of public utilities. The development is to consist of single-family and two-family dwellings in areas served with centralized sewer and water facilities. The principal permitted use is a single-family detached dwelling. The minimum lot size is 8,000 sq.ft. for a single-family detached dwelling with a minimum lot frontage of 40 feet. The subject's multi-family use is legally non-conforming per Medina City zoning officials. The property represents a legally non-conforming use before and after the proposed taking.

The subject property is overall rectangular in shape and is not located within a known 100-year flood hazard. The highest and best use of the property is for residential oriented development in conformance with current zoning regulations and area trends.

Comparable Sales				
Sale #	Location/address	Highest and best use	Verification source	Sale Date
1	South side of Bluebell Parkway, east of Pearl Road, Brunswick Hills Township, Medina County, Ohio.	Residential	Broker/Agent	5/2/2025
APN(s)		Zoning	Utilities	Sale Price
001-02D-27-037 and 001-02D-28-043		(RR) Rural Residential	All Public	\$510,000
				Parcel Size
				10.24± Gross / Net Acres
				Unit Value Indication
			\$49,805/Net Acre	

**Comments**  
The site is located off the south side of Bluebell Parkway, east of Pearl Road and south of Foskett Road within Brunswick Hills Township, Medina County, Ohio. The site is generally level and at-grade with adjacent thoroughfares and properties and is not located within a known 100-year flood hazard area. The site is approved by court order with the right to build 140 units and is serviced by Brunswick CSD.

Sale #	Location/address	Highest and best use	Verification source	Sale Date
2	North side of West Street, west of High Street, Wadsworth, Medina County, Ohio.	Multifamily	Broker/Agent	3/4/2024
APN(s)		Zoning	Utilities	Sale Price
040-20A-06-047		(R-2) Residential	All Public	\$300,000
		Parcel Size	2.262± Gross / Net Acres	
		Unit Value Indication	\$132,626/Net Acre	

**Comments**

The site is located off the north side of West Street, west of High Street and south of I-76 within the city of Wadsworth, Medina County, Ohio. The site is generally level and at-grade with West Street and is not located within a known 100-year flood hazard area. The site was purchased for residential oriented development is serviced by Wadsworth CSD.

Sale #	Location/address	Highest and best use	Verification source	Sale Date
3	East side of Wooster Pike, south of Pinewood Drive, Montville Township, Medina County, Ohio.	Institutional or Office	CoStar	5/16/2024
APN(s)		Zoning	Utilities	Sale Price
030-11A-01-030		(CB) Community Business	All Public	\$750,000
		Parcel Size	5.4752± Gross / 5.185±Net Acres	
		Unit Value Indication	\$144,648/Net Acre	

**Comments**

The site is located off the east side of Wooster Pike, south of Pinewood Drive and west of Wadsworth Road within Montville Township, Medina County, Ohio. The site is generally level and at-grade with Wooster Pike and is not located within a known 100-year flood hazard area. The site is serviced by Medina CSD.

**Overall Comments / Reconciliation**

**Comments**

Each of the comparable sales presented are considered reliable indicators of market value. Each sale is adjusted for its date of sale, location, size (economies of scale), zoning, configuration and functional utility. A market value of \$140,000 per acre is deemed warranted.

Reconciled Value: **\$140,000/Acre**

**Part Taken - Land**

Parcel # Suffix	Net Take Area	% Acquired	Temporary Take Period	Unit Value	Comments	Total Value
5-SW	0.0630 Net Acres	100%	N/A	\$140,000 / Net Acre	Highway Easement (Less \$1.00)	<u>\$8,819.00</u>
<b>Total:</b>						<b>\$8,819.00</b>

**Part Taken – Improvements**

Parcel # Suffix	Description	Quantity	Units	Unit Value	Depreciation	Improvement Value
5-SW	Grass:	2,670+/-	SF	\$0.20/SF	N/A	\$534.00
5-SW	Concrete Walk:	75+/-	SF	\$6.50	50%	<u>\$244.00</u>
5-SW	Natural foliage items are merged into the underlying land value. No compensation is accorded.					
			Choose			
<b>Total:</b>						<b>\$778.00</b>

**Cost to Cure**

Parcel # Suffix	Description	Cost to Cure
N/A	N/A	\$0
<b>Total:</b>		<b>\$0</b>


**Preparers Conclusion**


Comments	
<p>The proposed highway easement is located along the subject's frontage on N. Huntington Street. The taking is nearly rectangular in configuration and measures 8.0 ft. at its southern boundary and extends 332.10 feet along its eastern boundary fronting on N. Huntington Street containing 0.0630 net acres.</p> <p>There is grass and concrete sidewalk areas located within the proposed take area. The replacement cost value of these items were derived via the Marshall Valuation Service. No compensation is accorded for natural growth items which are merged into the underlying land value or for items encroaching in the existing right-of-way.</p> <p>The easement is compensated at a rate of 100% of the fee simple land value less \$1.00 since the owner will retain titled ownership to the encumbered land area.</p> <p>The residue parcel will contain 10.065 gross/10.002 net acres. The subject will continue to be considered a legally non-conforming use as in the before scenario.</p> <p>There is no damage to the residue parcel, there is only the part taken.</p>	
<b>Total Estimated Compensation:</b>	<b>\$9,597.00</b>

**Comments**

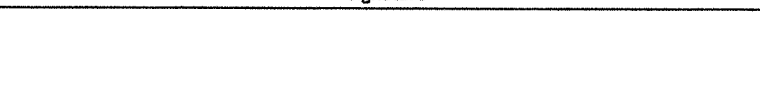
Comments	
<p>The compensation estimate is considered reflective of market rates being paid for similar properties in the market area.</p>	
<b>Total FMVE:</b>	<b>\$9,597.00</b>

**Signatures**

Person Preparing Analysis	
	
Typed Name:	G. Franklin Hinkle, II
Title:	Appraiser
Date:	3/10/2026

Signature	
	
Typed Name:	James Shields
Title:	Mayor, City of Medina
Date:	

**Administrative Settlement**

Signature			
			
Typed Name:		FMVE Amount:	
Title:		Additional Amount:	
Date:		Total Settlement:	

THE PERSON PERFORMING THIS ANALYSIS MUST HAVE SUFFICIENT UNDERSTANDING OF THE LOCAL REAL ESTATE MARKET TO BE QUALIFIED TO MAKE THE VALUATION | THE PREPARER PERFORMING THIS VALUATION SHALL NOT HAVE ANY INTEREST, DIRECT OR INDIRECT, IN THE REAL PROPERTY BEING VALUED FOR THE AGENCY | COMPENSATION FOR MAKING THIS VALUATION SHALL NOT BE BASED ON THE AMOUNT OF THE VALUATION ESTIMATE | THIS VALUATION COMPLIES WITH THE REQUIREMENTS OF 49 CFR 24.102 (C) (2) (ii)

**REQUIRED ATTACHMENTS**

- Jurisdictional Exception
- Property Record Card and GIS Plat
- Plat and Legal Description of Taking
- Plan and Profile
- GIS Aerial Map Showing Location of Take Area
- Photographs of the Subject Property
- The Map of Comparable Sales
- Appraiser Qualifications

**ORDINANCE NO. 72-26**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING AGREEMENT BETWEEN THE WHEELING AND LAKE ERIE RAILWAY COMPANY AND THE CITY OF MEDINA, OHIO PERTAINING TO THE STATE ROAD RECONSTRUCTION PROJECT.**

**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 Preliminary Engineering Agreement between the Wheeling and Lake Erie Railway Company and the City of Medina, Ohio pertaining to the State Road Reconstruction Project.
- SEC. 2:** That a copy of the Preliminary Engineering Agreement is marked Exhibit A, attached hereto, and incorporated herein, subject to the Law Director's final approval.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**President of Council**

**ATTEST:** \_\_\_\_\_  
**Clerk of Council**

**APPROVED:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_  
**Mayor**

WLE AKRON Subdivision Mile Post 139.52

Agreement No. \_\_\_\_\_

### PRELIMINARY ENGINEERING AGREEMENT

This Engineering Agreement (“Agreement”) is made as of \_\_\_\_\_, 2026 by and between **Wheeling & Lake Erie Railway Company**, a Delaware corporation with its principal place of business in Ohio (“RAILROAD”), and the **City of Medina, Ohio**, (“CITY”)

#### EXPLANATORY CITYMENT

1. The CITY wishes to facilitate the development of plans for State Road Improvements (MED-CR22-0.12) over the RAILROAD’s Akron Subdivision tracks at Mile Post 139.52, in the City of Medina in Medina County, OH. (the “Project”).
2. The project work will include the following: 1) Installation of a new twelve (12) inch water line (bore and jack operation) beneath the RAILROAD’s tracks; 2) Removal and replacement of the existing concrete pavement within the railroad right-of-way adjacent to the existing precast concrete grade crossing panels (the existing panels will not be disturbed); 3) Installation of approximately 3 additional precast grade crossing panels, abutting the existing crossing; on the west side only; 4) Installation of new concrete sidewalk abutting both sides of the new grade crossing panels on the west side of State Road. The CITY has requested that RAILROAD proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of RAILROAD, which approval may not be unreasonably withheld, the Project is to be constructed, if at all, at no cost to RAILROAD, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Scope of Work

- 1.1 Generally. The work to be done by RAILROAD under this Agreement may consist of: (1) the preparation or review and approval of engineering and design plans, specifications, drawings and other documents pertaining to the Project, (2) the preparation of cost estimates for RAILROAD's work in connection with the Project, and (3) the review of construction cost estimates, site surveys, assessments, studies and related construction documents submitted to RAILROAD by the CITY for the Project (“**Engineering Work**”). Engineering Work may also include: (1) office reviews, (2) field reviews, (3) attendance at hearings and meetings, and (4) preparation of correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige RAILROAD to perform work which, in RAILROAD’s opinion, is not relevant to RAILROAD’s participation in the Project.

- 1.2 Effect of RAILROAD Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “Plans”), RAILROAD signifies only that the Plans and improvements constructed in accordance with the Plans satisfy RAILROAD’s requirements.

RAILROAD expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the CITY, or any other purpose of such Plans or improvements constructed in accordance with the Plans.

2. Reimbursement of RAILROAD Expenses.

- 2.1 Reimbursable Expenses. The CITY shall reimburse RAILROAD for all costs and expenses incurred by RAILROAD in connection with the Engineering Work, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to consultants and subcontractors by RAILROAD and (6) RAILROAD labor, together with RAILROAD labor overhead percentages established by RAILROAD pursuant to applicable law, (collectively, “Reimbursable Expenses”).

- 2.2 Estimate. RAILROAD has estimated the total Reimbursable Expenses for the Project to be approximately \$15,000 (the “Estimate” as amended or revised). As per 23 CFR 646.216 (d) (vi), RAILROAD shall submit an itemized estimate for approval by the CITY prior to beginning work. In the event RAILROAD anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide the CITY with the revised Estimate of total Reimbursable Expenses for the CITY’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. RAILROAD may elect, by delivery of notice to the CITY, to immediately cease all further Engineering Work, unless and until CITY provides such approval and confirmation.

- 2.3 Federal Reimbursement. Any federal reimbursement to the CITY for railroad work performed on projects undertaken pursuant to the provisions of 23 CFR part 646, subpart B, shall be made in accordance with 23 CFR part 140, subpart I, as applicable.

2.4 Payment Terms

- 2.4.1 The CITY shall pay RAILROAD for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement as Exhibit A (the “Payment Schedule,” as revised from time to time pursuant to Section 2.2). RAILROAD agrees to submit invoices to the CITY for Reimbursable Expenses. The CITY shall remit payment to RAILROAD within thirty (30) days following delivery to the CITY of such proper invoice or, if later, the payment date (if any) set forth in the Payment Schedule.

- 2.4.2 Following completion of all Engineering Work, RAILROAD shall submit to the CITY a final invoice that reconciles the total Reimbursable Expenses incurred by RAILROAD against the total payments received from the CITY. The CITY shall pay to RAILROAD the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to CITY of the final invoice.

2.4.3 In the event that the CITY fails to pay RAILROAD any sums due RAILROAD under this Agreement: (i) the CITY shall pay RAILROAD interest as permitted by applicable law on the delinquent amount until paid in full; and (ii) RAILROAD may elect, by delivery of notice to CITY: (A) to immediately cease all further work on the Project, unless and until the CITY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

2.4.4 All invoices from RAILROAD shall be delivered to the CITY in accordance with Section 6 of this Agreement. All payments by the CITY to RAILROAD shall be made by CITY issued warrant check and mailed to the following address or such other address as designated by RAILROAD's notice to CITY:

Wheeling & Lake Erie Railway Company  
100 East First Street  
Brewster, Ohio 44613

3. Appropriations. The CITY represents to RAILROAD that: (i) the CITY has obtained appropriations sufficient to reimburse RAILROAD for the Reimbursable Expenses encompassed by the initial Estimate; (ii) the CITY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by the CITY; and (iii) the CITY shall promptly notify RAILROAD in the event that the CITY is unable to obtain such additional appropriations. It is agreed and understood by all parties that the obligations described in this agreement are subject to Section 126.07 of the Ohio Revised Code.

4. Termination.

4.1 By the CITY. The CITY may terminate this Agreement, for any reason, by delivery of notice to RAILROAD. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to RAILROAD or such later date designated by the notice.

4.2 By RAILROAD. RAILROAD may terminate this Agreement as provided pursuant to Section 2.4.3.

4.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Engineering Work. Accordingly, they agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and safely suspend the Engineering Work. The CITY shall reimburse RAILROAD pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by RAILROAD to discontinue the Engineering Work and all other costs of RAILROAD incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce the CITY's obligation to pay RAILROAD for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, RAILROAD's only remaining obligation to the CITY shall be to refund to the CITY payments made to RAILROAD in excess of Reimbursable Expenses in accordance with Section 2.

5. Subcontracts. RAILROAD shall be permitted to engage consultants and subcontractors to perform all or any portion of the Engineering Work.



12. Record Keeping Requirements. The RAILROAD shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. During the period covered by this contract and until the expiration of three years after final payment under this contract, the RAILROAD agrees to provide CITY, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the RAILROAD involving transactions related to this contract.

13. Conflicts of Interest

13.1 No personnel of RAILROAD who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

13.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to CITY in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless CITY shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

14. Equal Employment Opportunity

14.1 In carrying out this contract, the RAILROAD shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. The RAILROAD will ensure that applicants who are hired to perform the Engineering Work and that employees performing the Engineering Work are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

14.2 The RAILROAD agrees that while it is performing the Engineering Work it will post on the internet notices setting forth the provisions of this nondiscrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the RAILROAD for the Engineering Work, the RAILROAD will CITY that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. The RAILROAD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14.3 RAILROAD agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. RAILROAD shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the RAILROAD's compliance with Title VI.

15. Antitrust. CITY and the RAILROAD recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by CITY. As consideration for the award of the contract, and intending to be legally bound, the RAILROAD assigns to CITY all right, title and interest, to all claims and causes of action the RAILROAD now has or may acquire under CITY or federal antitrust laws PROVIDED that the claims or causes of action relate to the goods or services that are acquired and used for purposes of the Engineering Work and are Reimbursable Expenses, and EXCEPT as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to CITY. Additionally, RAILROAD warrants that any overcharges resulting from antitrust violations by RAILROAD's first tier suppliers and subcontractors shall not be knowingly passed on to CITY.
16. Compliance with Law. The RAILROAD agrees to comply with all applicable federal, CITY, and local laws in the conduct of the work hereunder. RAILROAD accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by RAILROAD in the performance of the work authorized by this contract. CITY is exempt from federal excise taxes and all CITY and local taxes, unless otherwise provided herein. CITY does not agree to pay any taxes on commodities, goods, or services acquired from any RAILROAD.
17. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate CITY agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the CITY of Ohio or, in the event that federal funds are used, until such time that CITY gives the RAILROAD written notice that such funds have been made available to CITY, by CITY's funding source.
18. Change or Modifications. Either party may, at any time during the term of this contract, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the parties consent to modification of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original contract.
19. Applicable Law. This Agreement shall be governed by the laws of the CITY of Ohio and any applicable federal law, specifically 23 CFR part 646, subpart B.
20. Governing Law/Severability.
  - 20.1 This Contract and any claims arising out of this Contract shall be governed by the laws of the CITY of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect.
  - 20.2 If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.

21. Drug-Free Workplace. RAILROAD agrees to comply with all applicable CITY and federal laws regarding drug-free workplace. RAILROAD shall make a good faith effort to ensure that all RAILROAD employees, while performing the Engineering Work on CITY property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
22. Ohio Ethics Law Requirements. In accordance with Executive Order 2007-01S, RAILROAD, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. RAILROAD understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contract with the CITY of Ohio.
23. Ohio Elections Law. RAILROAD certifies that all applicable parties listed in Division (I)(3) or (J)(3) of R.C. 3517.13 are in compliance with Divisions (I)(1) and (J)(1) of R.C. 3517.13.
24. Force Majeure. Except as otherwise provided herein, neither the RAILROAD nor CITY shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure or performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire, storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent.
25. CITY Audit Findings. RAILROAD affirmatively represents to CITY that it is not subject to a Finding for Recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. RAILROAD agrees that if this representation is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by CITY hereunder shall be immediately repaid to CITY, or an action for recovery may be immediately commenced by CITY for recovery of said funds.
26. Debarment. RAILROAD represents that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 5513.06 or R.C. 125.25. If this representation is found to be false, this Agreement is void *ab initio* and RAILROAD shall immediately repay to CITY any funds paid under this Agreement.
27. Signatures. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Medina, OH:

By: \_\_\_\_\_  
James Shields  
Mayor

Wheeling & Lake Erie Railway Company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **PAYMENT SCHEDULE**

#### Progress Payments

Notwithstanding anything to the contrary set forth in this Agreement, the CITY shall pay RAILROAD in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, the CITY shall remit full payment to RAILROAD, with no retainage, for its Reimbursable Expenses within thirty (30) days following delivery to the CITY of an invoice.