

ORDINANCE NO. 44-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MEDINA COUNTY PARK DISTRICT PERTAINING TO THE “BMW TRAIL”.

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a three-year Agreement with the Medina County Park District pertaining the BMW Trail, to provide partial funding for a trail consultant to determine the feasibility of a recreational trail project linking Brunswick, Medina and Wadsworth together with other trail opportunities.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the funds to cover the agreement, in the amount of \$45,000.00 shall be available in Account Number 001-0707-52226 as follows: \$15,000.00 in years 2026, 2027 and 2028.
- 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: March 9, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 9, 2026

SIGNED: James A. Shields
Mayor

**AGREEMENT BETWEEN THE CITY OF MEDINA
AND THE MEDINA COUNTY PARK DISTRICT**

ORD. 44-26
Exh. A

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Medina, an Ohio municipal corporation, located at 132 North Elmwood Avenue, Medina, Ohio 44256 (the “**City**”), and the Medina County Park District, a political subdivision of the State of Ohio, located at 6364 Deerfield Lane, Medina, Ohio 44256 (the “**MCPD**”).

WHEREAS, subject to annual appropriations by Medina City Council as required by law, the City wishes to provide partial funding for a trail consultant to determine the feasibility of a recreational trail project linking Brunswick, Medina and Wadsworth (the “**BMW Trail**”), together with other trail opportunities; and

WHEREAS, MCPD has the expertise, resources and experience with trail projects and intends to manage design services related to the proposed BMW Trail.

NOW, THEREFORE, in consideration of the following terms and conditions hereinafter set forth, the parties hereto agree as follows:

- 1) **Services to be provided by MCPD.** MCPD shall provide the following deliverables (collectively the “**Deliverables**”) to the City:
 - a. MCPD shall issue a request for qualifications/request for proposal (“**RFQ/RFP**”) in the first quarter of 2026 for a qualified consultant (the “**Consultant**”) for the purpose of analyzing existing conditions and to provide reporting regarding existing trails, protected lands, rights of way, utility corridors, existing bikeway and pedestrian plans and concepts, and other reviews upon which BMW Trail could be considered (the “**Consulting Services**”).
 - b. MCPD shall, in accordance with all applicable law, select a Consultant that MCPD deems best to provide the Consulting Services and shall enter into an agreement with such Consultant (an agent of MCPD) upon such terms and conditions agreed upon by MCPD and the Consultant which shall provide for, without limitation: (i) the scope of work and a cost allocation for years 2026, 2027 and 2028; (ii) funding strategies; and (iii) implementation strategies with prioritized short- and long-term engineering and construction analysis.
 - c. MCPD shall provide formal, written reports and recommendations received from the Consultant to the City within five (5) business days of receipt thereof.
- 2) **Reimbursement to MCPD.** Subject to annual appropriations by Medina City Council as required by law, the City shall make three (3) payments of Fifteen Thousand Dollars (\$15,000.00) each to MCPD for the Consulting Services to be

performed in 2026, 2027 and 2028, which payments shall be non-refundable to the City except in the event that this Agreement is terminated due to a non-cured default by MCPD.

- 3) **Payment Terms.** MCPD shall submit annual invoices to the City in February 2026 for work to be done in 2026, December 2026 for work to be done in 2027, and December 2027 for work to be done in 2028. Subject to annual appropriations by Medina City Council as required by law, the City shall remit payment to MCPD within sixty (60) days of receipt of an invoice.
- 4) **Term.** This Agreement shall commence on the date of full execution of this Agreement (the “**Effective Date**”) and shall continue until December 31, 2028, or until terminated by either party, with or without cause, upon thirty (30) days’ prior written notice. This Agreement shall automatically terminate in the event that the Medina City Council does not appropriate sufficient funding for 2027 or 2028. Early termination of this Contract by the City shall not entitle the City to any refund or reimbursement, and payments made to MCPD shall be non-refundable, absent a material violation of this Contract by MCPD.
- 5) **Hold Harmless.** Each party hereto shall hold the other party and its officers, directors, employees, agents and insurers harmless from all damages, losses, claims, actions, lawsuits, costs or liabilities for injury, including death, or damage to persons or property arising out of the activities covered in this Agreement which result in whole or in part from the acts, negligence, or willful misconduct of such party, or its officers, directors, employees or agents.
- 6) **Assignment.** This Agreement is not assignable without the prior written consent of both the City and the MCPD.
- 7) **Default/Remedies.** In the event of a material default by either party in the performance of its obligations hereunder, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within thirty (30) days, the non-defaulting party may terminate this Agreement. In the event of termination, the defaulting party shall have no further rights or obligations under this Agreement; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination. In the event that the City terminates this Agreement due to the uncured default of MCPD, any amounts paid hereunder for the subject calendar year shall be reimbursed to the City on a prorated basis.
- 8) **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio with exclusive jurisdiction in the State courts located in Medina County, Ohio. This Agreement contains the entire agreement between the parties and any amendment hereto shall be mutually agreed upon in writing by the parties hereto.

- 9) **Compliance with Law.** MCPD shall comply with all applicable federal, state and local laws, rules and regulations in the performance of its obligations under this Agreement including, without limitation, public bidding, purchasing and solicitation laws, and private property and trespass laws.
- 10) **Notices.** All notices, which either party hereto may give, shall be addressed, in the case of the City, as follows:

The City of Medina
Attn: Mayor
132 North Elmwood Avenue
Medina, Ohio 44256
Email: jshields@medinaoh.org

And in the case of MCPD, as follows:

Medina County Park District
Attn: Director
6364 Deerview Lane
Medina, Ohio 44256
Email: neppink@medinacounty.gov

Such notices shall be (a) delivered personally or (b) sent by certified mail to the above addresses, or such other addresses as either party may direct, or (c) sent by email.

- 11) **Binding Effect.** This Agreement and all rights hereunder shall inure to the benefit of the parties hereto and shall be binding upon them and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates indicated below.


MEDINA COUNTY PARK DISTRICT



Nathan D. Eppink, Director

Date: 03/17/2026

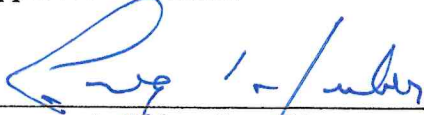
CITY OF MEDINA



James A. Shields, Mayor

Date: 3/17/24

Approved as to form:



Gregory A. Huber, Law Director

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