

**CITY OF MEDINA
AGENDA FOR COUNCIL MEETING**

June 8, 2026
Medina City Hall – Council Rotunda
7:30 p.m.

Call to Order.

Roll Call.

Reading of minutes. (May 26, 2026)

Reports of standing committees.

Requests for council action.

Reports of municipal officers.

Confirmation of Mayor's appointments:

Planning Commission (full member) – Paul Rose – exp. 12/31/29
Planning Commission (alternate #2) – Melissa Lunney – exp. 12/31/28

Notices, communications and petitions.

Unfinished business.

Introduction of visitors.
(speakers limited to 5 min.)

Introduction and consideration of ordinances and resolutions.

Motion to suspend the Rules requiring three readings on the following ordinances and resolutions: Ord. 91-26, Ord. 92-26, Ord. 93-26, Ord. 94-26, Ord. 95-26, Ord. 96-26, Ord. 97-26, Ord. 98-26, Ord. 99-26, Ord. 100-26, Ord. 101-26

Ord. 91-26

An Ordinance authorizing that the City of Medina will phase in a pick-up of the statutorily required contribution to the Ohio Public Employees Retirement System pursuant to IRC Section 414(h)(2) for all regular part-time and full-time employees of the City of Medina represented by the International Brotherhood of Teamsters Local 436.

Ord. 92-26

An Ordinance authorizing the Mayor to accept the bid for the City-owned property located at 410 E. Smith Road, PPN# 028-19D-02-114.

Ord. 93-26

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Medina, Kokosing Materials Inc., Osborne-Medina, Inc. and 1000 Lake Holdings LLC, relative to the maintenance, repair and operation of the Medina Rail Line.

Ord. 94-26

An Ordinance authorizing the Mayor to enter into a Purchase Agreement with Premier Truck Sales & Rental Inc. for the purchase of a 2024 International Container Delivery Unit Truck for the Sanitation Department.

(emergency clause requested)

Ord. 95-26

An Ordinance authorizing the Mayor to enter into an Agreement with Benesch for engineering design services for Job #1192: Medina Railway Improvements Project.

Ord. 96-26

An Ordinance authorizing the Mayor to accept a Storm Water Operation and Maintenance Agreement (SWOMA) for the newly installed storm water detention system at 1080 Branch Road.

Ord. 97-26

An Ordinance authorizing the Mayor to enter into the Master Services and Purchasing Agreement with AXON Enterprise, Inc. for a 10-year subscription plan for Taser 10 deployment and related services for the Police Department.

Ord. 98-26

An Ordinance adopting the Planning and Zoning Code Fee Schedule for the City of Medina, Ohio.

Ord. 99-26

An Ordinance to amend the Codified Ordinances of the City of Medina, Ohio by amending the following sections of Part 11 – Planning and Zoning Code – Section 1309.01, and Sections 1311.04 through 1311.045.

Ord. 100-26

An Ordinance authorizing the Finance Director to make certain fund advances.

Ord. 101-26

An Ordinance amending Ordinance 218-25, passed December 8, 2025. (Amendments to 2026 Budget).

Council comments:

Adjournment.

MEDINA CITY COUNCIL

Tuesday, May 26, 2026

Call to Order:

Medina City Council met in regular session on Tuesday, May 26, 2026, at Medina City Hall. The meeting was called to order at 7:30 p.m. by Regi Haire Pro-Tem, who lead in the Pledge of Allegiance.

Roll Call:

The roll was called with the following members of Council present: N. DiSalvo, R. Haire, B. Lamb, C. Simmons, and D. Simpson. John Coyne and Ed Isabella were absent.

Also present were the following members of the Administration: Mayor Shields, Greg Huber, Keith Dirham, Patrick Patton, Lt. Wagner, Janson Wehrley, Kathy Patton, Kimberly Marshall and Andrew Dutton.

Reading of Minutes:

Mr. Simpson moved that the minutes from the meeting on May 11th,2026 as prepared and submitted by the Clerk be approved, seconded by Mr. Simmons. The roll was called and the motion approved by the yea votes of N. DiSalvo, R. Haire, B. Lamb, C. Simmons, and D. Simpson.

Reports of Standing Committees:

Finance Committee: Mr. Coyne was absent. The next Finance Committee meeting is June 8th at 6 p.m.

Public Properties Committee: Ms. Haire had no report.

Health, Safety & Sanitation Committee: Mr. Simpson stated the next meeting will be held prior to the finance meeting on June 8th at 5:30 p.m. We will get updates from the Police, Sanitation, and Fire departments.

Special Legislation Committee: Ms. DiSalvo stated they are still working on plans for the deer issue. Bill Lamb stated their objective is a long-term management plan that would bring the herd down to a sustainable maintenance level.

Streets & Sidewalks Committee: Mr. Isabella was absent.

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

Emerging Technologies Committee: Mr. Lamb had no report.

Requests for Council Action:

Finance

26-101-5/26 – Budget Amendments

26-102-5/26 – Advance Request

26-103-5/26 – Expenditure – Crossroads Asphalt – Police Dept.

26-104-5/26 – Increase Exp. – Dileno Law LLC – Law Dept.

26-105-5/26 – Purchase 2024 MV607 International CDU Truck – Sanitation

26-106-5/26 – Accept Bid for City-Owned Property at 410 E. Smith Rd.

26-107-5/26 – Amend Code, Contractor Registration, Building & Planning Fees

26-108-5/26 – Increase Exp. – Atlantic Emergency Solutions – Fire Dept.

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26-109-5/26 – OPERS Resolution for Teamster Pension Pick-Up
26-110-5/26 – Memo of Understanding – City of Medina Railway - Engineering
26-111-5/26 – Engineering Design Services – Medina Railway Improvements
26-112-5/26 – Increase Exp. Wintrow Construction – Engineering
26-113-5/26 – SWOMA Agreements – 1080 Branch Rd. – Engineering
26-114-5/26 – Axon Taser 10 Deployment & Subscription Plan – Police
26-115-5/26 – Purchase 2026 Ford Explorer – Police Dept.
26-116-5/26 – Amend Ord. 57-26, Bids for US 42 Resurfacing

Reports of Municipal Officers:

Mayor Shields presented a proclamation to Bennett Garcia, Claggett Student Leader Team, Recycle and Ride Initiative.

Mayor Shields reported the following:

Bike Rodeo - The Medina City Schools, City of Medina, Medina Kiwanis and Eddy's Cycle Shop put together a Bike Rodeo for Medina kids at Ray Mellert Park to celebrate National Bike to School Day. Despite chilly weather, there was a great turnout of families who enjoyed bicycle activities and other fun. There were free bike helmets distributed, free food and ice cream and prize drawings featuring six new bikes. The other very special event was the give-away of free refurbished bikes by a Claggett eight grader- Bennett Garcia. I would like to ask Bennett to join me for a special recognition this evening.

OACP - On Sunday May 3, 2026, Chief Edward Kinney was sworn in as the president of the Ohio Association of Chief's of Police for the second time! The other Chief was Homer Davis in 1982. It is rare for a chief of a smaller city to hold this esteemed position. Congratulations Chief Kinney.

Northrop Elementary School - On May 13, 2026, The City paired up with the 5th graders at Northrop Elementary School at Shotwell Gardens - 5th graders presented their problem-based learning projects to city administration. The students spent time investigating environmental issues around our community. Topics include deforestation, salt on roads, recycling and plantings. Students who presented were Nick Glass, Samuel Ockunzzi, Maxwell Reinartz and Meadow Blomquist. Special thanks to Nino, Jansen and John for being part of the presentations.

Graduation - Seniors at Buckeye High School graduated on 5/15 and seniors from MHS graduated on 5/21/26. Congratulations to all graduates in the Class of 2026.

Memorial Day Weekend - This past holiday weekend was one of those weekends where I feel so blessed to live in Medina. Despite some challenging weather, there were many wonderful events happening in our city.

Medina Half Marathon and 5K races on Saturday 5/23/26 - which bills itself as celebrating success, community and the spirit of running. Congratulations to Kyle Yates from our water department and to all the runners for braving the elements early on Saturday morning.

Memorial Day Ceremony and Parade - Special thanks to the various veteran organizations and to Dave Taylor and Scotty Kopfstein for organizing a very special wreath ceremony at the municipal courthouse, the parade and the ceremony at Spring Grove cemetery. The speaker at the ceremony was Medina native Troy Giles retired US Army Master Sergeant who gave a very moving speech reminding us of the sacrifice our veterans make to protect our freedoms.

Many thanks to our parks, cemetery and street employees for all the work that goes into preparing

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for the weekend. Everything was perfect and looked beautiful.

Pool and Splash Pads - City Pool and Splash Pads are now open. The pool is open daily from 11:00 a.m. to 8:00 p.m.

Keith Dirham, Finance Director, had no report.

Greg Huber, Law Department, had no report.

Kimberly Marshall, Economic Development Director, Kimberly noted on Friday, May 15th ribbon cutting joint collaboration with MainStreet Medina and Medina Chamber of Commerce. First one was at 2 p.m.- Rios Guitar Company and Music Store located at 645 Lafayette Rd. and at 3 p.m.- Cici's Hair Salon located at 754 N. Court St.

The next ribbon cutting event is scheduled for June 26th.

We were awarded \$242,360 from the Ohio Department of Development Brownfield Remediation Assessment Grant for the South Elmwood parking lot to complete phase 1 & 2 environmental assessments.

Former Yost Sunoco site is winding down with the work there.

Chief Kinney, Police Department, had no report.

Nino Piccoli, Service Director, was absent.

Patrick Patton, City Engineer, Patrick had no report.

Chief Walters, Fire Department, had no report.

Andrew Dutton, Community Development Director, Andrew stated planters were recently installed along South Court St. which are part of Street Scape Improvements in South Town. They will also include illuminated entrance features.

Jansen Wehrley, Parks, Forestry, Cemetery and Recreation Director, was absent.

Dan Gladish, Building Director, not in attendance.

Jarrold Fry, Communications Director, Reminded public about some upcoming events.

Friday, July 3rd - Rec Center Fireworks Festival food & festivities and the fireworks celebration – special thanks to Montville Township, Medina Township and Murray and Susan VanEpp Foundation for their generous donations. This will now be one of the longest and best fireworks shows that we have here in Medina.

Saturday, July 4th – American 250 Spirit of 76 Celebration – at the Old Town Graveyard 10 a.m. – 3 p.m. The annual Fourth of July Parade will kick off at 4 p.m.

Medina Community Band will play in the evening.

Sunday, July 5th - Car Show. Administration Bldg. parking lot.

Notices, communications and petitions

Liquor Permit:

Mr. Simpson moved not to object to the issuance of a new D-1 permit to Cellar Stage, 120 W. Washington Street, Medina, Ohio, seconded by Mr. Simmons. The roll was called and motion passed with the yea votes of R. Haire, B. Lamb, C. Simmons, D. Simpson, and N. DiSalvo.

Unfinished Business

There was none

Introduction of visitors

There were none.

Introduction and consideration of ordinances and resolutions.

Mr. Simpson moved to suspend the rules requiring three readings on the following ordinances and resolutions, seconded by Mr. Simmons.: Ord. 81-26, Ord. 82-26, Ord. 83-26, Res. 84-26, Ord. 85-26, Res. 86-26, Ord. 87-26, Ord. 88-26, Ord. 89-26, Ord. 90-26. The roll was called and the motion passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Ord. 81-26

An Ordinance approving the three-year Capital Improvement Plan for the Medina Community Recreation Center and authorizing the expenditure of the current cash balance of the fund to the Medina City Schools in accordance with the Joint Operating Agreement.

Mr. Simpson moved for the adoption of Ordinance/Resolution No. 081-26, seconded by Mr. Simmons. Mayor Shields spoke for Jansen stating the Capital Improvement Plan was approved by the Rec Advisory Board on November 14th, 2025. The roll was called and Ordinance/Resolution No. 081-26 passed by the yea votes of C. Simmons, D. Simpson, J. Coyne, N. DiSalvo, R. Haire, E. Isabella and B. Lamb.

Ord. 82-26

An Ordinance authorizing the Mayor to advertise for competitive bids and to award a contract to the successful bidder for Job #1180: Uptown Loop Multi-Purpose Path Project.

Mr. Simpson moved for the adoption of Ordinance/Resolution No. 082-26, seconded by Mr. Simmons. Patrick explained the city received a grant of \$396,000 to complete Phase 1 of our Uptown Loop Multi-Purpose Path. East side of Broadway stretching from West Smith Rd. to Friendship. The roll was called and Ordinance/Resolution No. 082-26 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, B. Lamb and C. Simmons.

Ord. 83-26

An Ordinance authorizing the Mayor to enter into an agreement with IamGIS for Geographic Information Systems (GIS) services for the City of Medina. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 083-26, seconded by Mr. Simmons. Patrick stated the city first started our GIS program in 2020 with IamGIS and renewed it in 2023 for 3 years. This will be our second renewal. The roll was called and Ordinance/Resolution No. 083-26 passed by the yea votes of N. DiSalvo, R. Haire, B. Lamb, C. Simmons, D. Simpson.

Res. 84-26

A Resolution accepting the donation of \$28,000.00 from the Medina Soccer Association to use for the purchase of one (1) Tioga precast double vault restroom at Huffman Cunningham Park. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 084-26, seconded by Mr. Simmons. Mayor Shields expressed thankfulness of all our sports associations and our partnerships with them. The roll was called and Ordinance/Resolution No. 084-26 passed by the yea votes R. Haire, B. Lamb, C. Simmons, D. Simpson, and N. DiSalvo.

Ord. 85-26

An Ordinance authorizing the purchase of one (1) Tioga precast concrete double vault restroom from CXT, Inc. for the Parks Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 085-26, seconded by Mr. Simmons. Mayor Shields stated this authorizes the actual purchase of the vault. The roll was called and Ordinance/Resolution No. 085-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Res. 86-26

A Resolution authorizing an application for grant assistance from the Ohio Department of Transportation Office of Aviation for the FY2027 Direct Grant to complete an Obstruction Removal Study at the Medina Municipal Airport. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 086-26, seconded by Mr. Simmons. Patrick Patton stated in essence it is an ariel survey to point out potential obstructions. It is a 95/5 grant and application is due June 1st. The roll was called and Ordinance/Resolution No. 086-26 passed by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire, and B. Lamb.

Ord. 87-26

An Ordinance amending Ordinance No. 218-25, passed December 8, 2025. (Amendments to 2026 Budget) Mr. Simpson moved for the adoption of Ordinance/Resolution No. 087-26, seconded by Mr. Simmons. Keith Dirham explained the first line is removed as per finance committee, the rest of this is pass throughs and grants. The roll was called and Ordinance/Resolution No. 087-26 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, B. Lamb and C. Simmons.

Ord. 88-26 -PULLED

An Ordinance authorizing the Finance Director to make certain fund advances. This ordinance was removed from the agenda.

Ord. 89-26

An Ordinance amending Ordinance No. 57-26, passed April 13, 2026, pertaining to Job #1151, US 42 Resurfacing Project. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 089-26, seconded by Mr. Simmons. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 089-26, seconded by Mr. Simmons. Patrick Patton stated they bid this project on May 8th and received 3 bids. The lowest bid was a little over \$1.9 million. This is the 3rd time we've bid this out and have resigned to the thought that rebidding will not result in a lower price. We are asking for the emergency clause because they did receive a \$902,000.00 grant and are up against a deadline. The roll was called on adding the emergency clause and was

approved by the yea votes of R. Haire, B. Lamb, C. Simmons, D. Simpson, and N. DiSalvo. The roll was called and Ordinance/Resolution No. 089-26 passed by the yea votes of B. Lamb, C. Simmons, D. Simpson, N. DiSalvo, and R. Haire.

Ord. 90-26

An Ordinance authorizing the purchase of one (1) 2026 Ford Explorer from Montrose Fleet Services for the Police Department. Mr. Simpson moved for the adoption of Ordinance/Resolution No. 090-26, seconded by Mr. Simmons. Chief Kinney explained this purchase will be replacing a vehicle that was totaled over a week ago. The officer that was driving was not at fault; he was rear ended on interstate I-95. The vehicle was totaled and we are expecting an insurance payout. The emergency clause is requested as we are now short one administrative vehicle. Mr. Simpson moved that the emergency clause be added to Ordinance/Resolution No. 090-26, seconded by Mr. Simmons. The roll was called on adding the emergency clause and was approved by the yea votes of C. Simmons, D. Simpson, N. DiSalvo, R. Haire, and B. Lamb. The roll was called and Ordinance/Resolution No. 090-26 passed by the yea votes of D. Simpson, N. DiSalvo, R. Haire, B. Lamb and C. Simmons.

Council Comments:

Mayor Shields thanked Parks, Cemetery, Streets Department, and the Police Department. With the races being held on Saturday and the Parade it was all hands-on deck for all the events.

Mr. Simpson thanked all veterans for their service. Grateful for our city staff and their hard work as they always go above and beyond. Be thankful for what you have, help people when you can and be kind to one another.

Mr. Simmons shoutout to Valerie Freeman - Gospel Fest on the square, great job.
Medina Community Band Friday night Concerts start in June and July & Ice cream Social
Friends of The Cemetery – Sat., May 30th 1 p.m. – Historical Walk, 2 p.m. – unveiling mausoleum.

Ms. DiSalvo congratulated the Chief and Bennett.

Mr. Lamb stated he appreciates the work and knowledge of Police Chief and Engineers.
Working on comprehensive plan - parking based on safety and movement of vehicles in the square.

Ms. Haire – we are fortunate to live in Medina with such great administrative personnel.

There being no further business, the meeting adjourned at 8:14 p.m.

Kathy Patton, Clerk of Council

John Coyne III, President of Council

ORDINANCE NO. 91-26

AN ORDINANCE AUTHORIZING THAT THE CITY OF MEDINA WILL PHASE IN A PICK-UP OF THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM PURSUANT TO IRC SECTION 414(h)(2) FOR ALL REGULAR PART-TIME AND FULL-TIME EMPLOYEES OF THE CITY OF MEDINA REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 436.

WHEREAS: Pursuant to federal and Ohio laws, the CITY OF MEDINA (also “City”) may offset future salary increases and “pick up” (assume and pay) the contributions statutorily required by such elected officials and covered employees to the Ohio Public Employees Retirement System (OPERS) and such individuals will not be required to pay federal and state income taxes on such contributions.

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

SEC. 1: Effective 6/28/2026, 2% of the statutorily required employee contributions to OPERS shall be picked up and paid as a fringe benefit by the CITY OF MEDINA for each person within any of the classes established in Section 2 herein. The remaining 8% of the required employee OPERS contribution will continue to be the responsibility of the employee via salary reduction.

Effective 12/27/2026, 6% of the statutorily required employee contributions to OPERS shall be picked up and paid as a fringe benefit by the CITY OF MEDINA for each person within any of the classes established in Section 2 herein. The remaining 4% of the required employee OPERS contribution will continue to be the responsibility of the employee via salary reduction.

Effective 12/26/2027, the full 10% of the statutorily required employee contribution to OPERS shall be picked up and paid as a fringe benefit by the CITY OF MEDINA for each person within any of the classes established in Section 2 herein.

The pick up amount shall be an offset against future salary increases. The stated percentage of “pick up” by the CITY OF MEDINA shall be designated as public employee contributions and shall be in lieu of required contributions to OPERS by each person within any of the classes established in Section 2 herein. No person subject to this “pick up” shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it “picked up” by the CITY OF MEDINA, or of being excluded from the “pick up”. The CITY OF MEDINA shall, in reporting and making remittance to OPERS, report that the public employees contribution for each person subject to this “pick up” has been made as provided by the statute in the percentages and amounts set forth herein. Therefore, contributions, although designated as employee contributions, are employer-paid, and employees do not have the option to receive the contributions directly. The

stated contributions are paid by the employer directly to the plan.

SEC. 2: The "pick up" by the CITY OF MEDINA provided by this ordinance shall apply to ALL REGULAR PART-TIME AND FULL-TIME EMPLOYEES OF THE CITY OF MEDINA EMPLOYED IN THE BARGAINING UNIT EMPLOYEE CLASSIFICATIONS REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 436, who are or become contributing members of OPERS.

SEC. 3: Under the fringe-benefit method of employer pick up, salary is not modified by the percentage of pick up; however, the employer CITY OF MEDINA will pay the eligible employees' statutorily required contribution to OPERS according to the percentages and dates in Section 1 herein. Any remaining contributions made by the employee via salary reduction will be handled in a pre-tax manner.

SEC. 4: The Finance Director and/or Payroll Clerk are hereby authorized and directed to implement the provisions of this ordinance to institute the "pick up" of the statutorily required contributions to OPERS in accordance with the percentages and effective dates set forth in Section 1 herein, for those persons reflected in Section 2 herein, so as to enable them to have their employee contributions paid by their employer as established herein.

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

ORDINANCE NO. 92-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE BID FOR CITY-OWNED PROPERTY LOCATED AT 410 E. SMITH ROAD, PPN# 028-19D-02-114.

WHEREAS: Ordinance No. 39-26, passed March 9, 2026, authorized the public sale of city-owned real property by competitive bidding; and

WHEREAS: On May 13, 2026, one bid was received for the property.

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

SEC. 1: That the Mayor is hereby authorized to accept the bid for City-owned property located at 410 E. Smith Road, Permanent Parcel Number 028-19D-02-114.

SEC. 2: That a copy of the Bid Opening Form dated May 13, 2026 is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the Mayor is authorized to execute all documents necessary to complete the sale and or to take any other actions necessary to carry out the intent of this ordinance.

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



ORD. 92-26 Exh. A

Bid Opening Form

Bid Address and Name: 410 East Smith Road, City of Medina

Bid Due Date & Time Received: 5/13/26 2:00 PM

Record of Bids Received:

1. Sweets and Grecks 355,000.01
2. _____
3. _____
4. _____
5. _____

Bids Opened By:

Sarah Tom Signature: [Signature] Date: 5/13/26
Print Name

Lori Bowers Signature: [Signature] Date: 5/13/26
Print Name

ORDINANCE NO. 93-26

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEDINA, KOKOSING MATERIALS INC., OSBORNE-MEDINA, INC. AND 1000 LAKE HOLDINGS LLC, RELATIVE TO THE MAINTENANCE, REPAIR AND OPERATION OF THE MEDINA RAIL LINE.

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 Memorandum of Understanding (MOU) between the City of Medina, Kokosing Materials, Inc., Osborne-Medina, Inc. and 1000 Lake Holdings LLC, relative to the Medina Rail Line.
- SEC. 2:** That a copy of the Memorandum of Understanding 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

Ord. 93-26
Exh. A

CITY OF MEDINA RAIL LINE
MEMORANDUM OF UNDERSTANDING

Terms to be contained in a Memorandum of Understanding ("MOU") between KOKOSING MATERIALS, INC. (Kokosing), OSBORNE MEDINA, INC. (Osborne), 1000 LAKE HOLDINGS LLC (Spray Products), and the CITY OF MEDINA (City of Medina).

1. A reserve account shall be established and funded out of the fees generated from Kokosing, Osborne, Spray Products and the City of Medina. The parties acknowledge and agree that most, if not all, of the fees generated in the initial years will go towards the yearly maintenance of the rail line. The parties shall agree on an annual amount to be included in the budget that will be allocated from the fees generated and deposited in the reserve account. The reserve account shall not exceed \$200,000, unless otherwise agreed to be reduced or increased among the parties. Once the reserve account reaches a balance of \$200,000 the annual access fee shall be reduced equally between Kokosing, Osborne, Spray Products and the City of Medina; provided, the reserve account maintains a balance of \$200,000. Notwithstanding the above, the parties may agree to increase the reserve account for unanticipated capital repairs and replacements.
2. Kokosing, Osborne and Spray Products shall be liable for any shortfalls contained in the annual budget and not covered by the reserve account. The parties further agree that the level of maintenance on the rail assets serving the Kokosing, Osborne and Spray Products shall be that as is required by the ORDC grant-Federal Railroad Administration Class I standards.
3. The City of Medina shall prepare a proposed budget, as generated by the City of Medina Rail Commission, prior to November 1 of each year, which budget shall be within the projected revenues for each year. The proposed budget shall be available to all parties upon request. Kokosing, Osborne and Spray Products shall have the right to comment on the proposed budget prior to December 15 of each year. If a budget cannot be agreed upon among the parties, the previous year's budget shall be the budget for the succeeding year until a new budget is agreed upon among the parties.
4. The City of Medina, as part of the budget referenced in Section 4 above, shall obtain and maintain a commercial general liability insurance policy in an amount equal to \$5,000,000 combined single limit, which amount may be increased upon agreement of the parties. The City of Medina shall also obtain and maintain casualty insurance on the rail line in an amount acceptable to all the parties.
5. The City of Medina shall contribute fifty percent (50%) of the cost of maintenance and replacement of the existing crossings along the rail line; provided, no new rail crossing shall be added without the consent of the City of Medina. The City of Medina shall have the right to require a crossing to be renovated or replaced; provided that the City of Medina contributes fifty percent (50%) of the cost of said repair or renovation.

6. The City of Medina agrees that all funds collected from Kokosing, Osborne and Spray Products or other grants obtained by any party related to the rail assets shall only be used for the maintenance, repair and operation of the rail line and no other City of Medina purposes.
7. Kokosing, Osborne, Spray Products or the City of Medina, shall have the right to terminate the Memorandum of Understanding upon at least six (6) months' notice to the other parties. Upon termination, all funds held by the City of Medina shall continue to be used to maintain the rail line until exhausted.
8. The City of Medina shall coordinate all repairs, maintenance and replacement on the rail line during the term of the Memorandum of Understanding. The Medina Rail Line shall be defined as beginning at a point 150 feet northwest of the centerline of North Progress Drive. The endpoint of the approximately 3.76 mile rail line shall be defined as the terminal endpoint of the existing track at its most southerly point.

Included as part of the Medina Rail line are the following structures:

- Separated grade crossings (bridges):
 - o Bridge over the Wheeling and Lake Erie rail line (south of SR 18)
 - o Bridge over West Smith Road (known as AAR DOT #141-895-K)
- At grade crossings (includes crossing surfaces and all warning devices (crossbucks, lights, gates, etc.) :
 - o North Progress Drive (known as AAR DOT #141-892-P)
 - o State Road, including gates and flashers (known as AAR DOT #141-893-W)
 - o West Liberty Street (SR 18 & SR 57) (known as AAR DOT #141-894-D)
 - o Lafayette Road, including gates and flashers (known as AAR DOT #141-896-S)
 - o Ryan Road, including gates and flashers (known as AAR DOT #141-897-Y)
 - o Imagine Lane (known as AAR DOT #919-860-N)

Osborne shall be solely responsible for the maintenance, repair, replacement and/or upgrade of the existing rail line beyond 150 feet northwest of the centerline of North Progress Drive.

Kokosing shall be solely responsible for the maintenance, repair, replacement and/or upgrade of their rail unloading structure (the hopper) located adjacent to the Medina Rail line.

Spray Products shall be solely responsible for maintenance, repair, replacement and/or upgrade of the spur serving their facility. The spur shall be defined as all rail, ties, switches and any other structure necessary to provide service to their facility with the sole exception of those common rail ties supporting both the Medina Rail line and the Spray Products spur. These common rail ties shall be considered as part of the Medina Rail line. Spray Products shall be responsible for the ties supporting their spur beginning with the first tie on their spur beyond the common ties.

9. The parties agree to increase the annual access fees. The annual access fees for each party shall be as follows: Kokosing - \$17,500; Osborne - \$17,500; Spray Products - \$17,500; and the City of Medina, Ohio - \$17,500. The annual fee shall be billed by the City each January and due to be paid on or before February 1st of each calendar year. This increase will be established retroactively to January 2026. Upon written request, all parties shall have the option of paying the annual access fees monthly on a pro rata

basis in lieu of a lump sum payment.

10. Commencing in January, 2027, the annual user fee per car shall be increased as follows: Kokosing-\$10.25, Osborne-\$9.00 and Spray Products-\$25.00. User fees per car shall be invoiced to Kokosing, Osborne and Spray Products quarterly. Per car user fees will be effective from the date of execution of this contract. The annual user fee per car may be changed upon agreement of the parties.
11. In order to fund the 20% local share (\$230,000) of the recently awarded Ohio Rail Development Commission (ORDC) grant to the City (\$920,000), it is agreed that all four parties will contribute \$28,750 per year in both 2027 and 2028 (\$57,500 total for each member).
12. The parties agree to provide the City of Medina with monthly billing reports showing the number of cars per month.
13. The City of Medina shall establish a Rail Commission to oversee the City of Medina rail assets. The Rail Commission shall be made up of at least five (5) members, initially one from Kokosing, one from Osborne, one from Spray Products and two from the City of Medina.
14. The Rail Commission referenced in Section 12 above shall meet as necessary as determined by the members. It is understood that all members have the right to call for a meeting at any time.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding as of the last date set forth below:

KOKOSING MATERIALS, INC.

1000 LAKE HOLDINGS, LLC

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OSBORNE MEDINA CO.

CITY OF MEDINA, OHIO

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE NO. 94-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH PREMIER TRUCK SALES & RENTAL, INC. FOR THE PURCHASE OF A 2024 INTERNATIONAL CONTAINER DELIVERY UNIT TRUCK FOR THE SANITATION DEPARTMENT, AND DECLARING AN EMERGENCY.

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

- SEC. 1:** That the purchase of one (1) 2024 International Container Truck from Premier Truck Sales & Rental, Inc. is hereby authorized for the Sanitation Department.
- SEC. 2:** That the Mayor is hereby authorized to sign the Purchase Agreement, marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director’s certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 4:** That the funds to cover this purchase, in the amount of \$100,000.00, are available in Account No. 514-0543-54413.
- 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 secure purchase as soon as possible in order to secure the price; 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



Truck Sales & Rental, Inc.

7700 Wall Street
Cleveland, Ohio 44125
800.825.1255
www.premiertrucksales.com

Purchase Agreement SQ15472

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Salesperson	Jim Slogar
Bill-to Customer No.	MED8
Customer PO No.	
Document Date	May 8, 2026
Due Date	May 8, 2026
Payment Terms	Due Upon Receipt

Bill-To:
CITY OF MEDINA
JOHN LENGACHER
132 N ELMWOOD
MEDINA, OH 44256

Ship-To:
CITY OF MEDINA
JOHN LENGACHER
132 N ELMWOOD
MEDINA, OH 44256

No.	Description / Serial No	Qty	Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
MV607 CD	IHC MV607 CD L6751 2024 3HAEUMML4RL243148	1.00	Each	99,500.00	99,500.00
ACC-80R	PALF ACC-80R W/ ROTATOR L6751CDU 0 137964	1.00	Each	0.00	0.00
CUS-DISC	Customer Discounts	1.00	Each	-1,000.00	-1,000.00

SIGNED PURCHASE AGREEMENT REQUIRED; TRUCK WILL SERVICED, DETAILED AND DELIVERED WORK READY

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 98,500.00

Subtotal	98,500.00
Invoice Discount	0.00
Total Tax	0.00
Total US Incl. Tax	98,500.00

CITY OF MEDINA (Customer)

PREMIER TRUCK SALES & RENTAL, INC. (Seller)

Customer Signature

Date

Jim Slogar

Sales Rep

JAMES A. SHIELDS

Mayor

Customer Print Name

Title

(Terms and Conditions on next page)



Truck Sales & Rental, Inc.

7700 Wall Street
Cleveland, Ohio 44125
800.825.1255
www.premiertrucksales.com

Purchase Agreement SQ15472

Page 2 / 2

Salesperson	Jim Slogar
Bill-to Customer No.	MED8
Customer PO No.	
Document Date	May 8, 2026
Due Date	May 8, 2026
Payment Terms	Due Upon Receipt

Terms and Conditions

FOB Seller's Cleveland, OH location unless otherwise noted above. Seller makes no representations or warranties concerning this equipment ("Equipment") and authorizes no person to make any representations or warranties on its behalf. **THE EQUIPMENT IS BEING SOLD AS IS BY SELLER AND, NO MANUFACTURER'S WARRANTY WILL BE PROVIDED TO CUSTOMER UNLESS IS DENOTED IN THIS DOCUMENT. SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer acknowledges it has inspected and accepted the Equipment, has not received or relied upon any representations or warranties made with respect thereto by Seller, and is responsible for any repairs that may be required thereto. Any trade-in must be delivered in substantially the same condition as when it was last appraised and, if it is not, a second appraisal is required and the trade-in credit may be reduced. This Agreement contains the entire agreement of the parties and it supersedes any terms of any Customer purchase order. This Agreement may not be amended, and no rights hereunder may be waived, except in a writing signed by the parties. **IN NO EVENT WILL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF THE SALE OF EQUIPMENT AND ARISING OUT OF ANY BREACH OF THIS AGREEMENT.** This Agreement may not be cancelled by Customer, but may be cancelled by Seller. Deposits are nonrefundable unless Seller cancels this Agreement. If Customer does not pay the purchase price in full and take delivery of the Equipment within five business days of notice by Seller to Customer that the Equipment is ready for delivery, Seller may retain the Customer's deposit as liquidated damages.

Customer must pay any excise, sales, use or other taxes imposed upon the sale of the Equipment and must indemnify Seller with respect to any such taxes that are assessed against Seller. Seller will not be liable for, and Customer will defend, indemnify and hold Seller harmless with respect to, any and all liabilities, losses, and claims attributable to the use or misuse of the Equipment, including liabilities, losses, and claims for personal injury, death, bodily injury, permanent and partial disability, loss of property and property damage, as well as expenses, including legal expenses. The indemnification provisions of this Agreement will remain in full force and effect after the delivery of the Equipment.

If purchase is a rental buyout, all rentals must be paid in full before completion of sale. Customer must de-identify truck immediately and send Premier license plates back to Premier immediately upon receiving temporary tag from Premier. **\$2,500/unit fee will apply if license plate is not returned within 30 days from purchase.**

This Agreement and the sale of Equipment hereunder is governed by the laws of the State of Ohio other than those relating to conflicts of law. The exclusive jurisdiction for claims and disputes related to the foregoing will be the State courts located in Cuyahoga County, Ohio. The term "including" as used in this Agreement means "including without limitation".

ORDINANCE NO. 95-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BENESCH FOR ENGINEERING DESIGN SERVICES FOR JOB #1192: MEDINA RAILWAY IMPROVEMENTS 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 an Agreement for engineering design services for Job #1192, Medina Railway Improvements Project.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$38,508.00.00 are available as follows: \$30806.40 in Account No. 109-0630-54411 (ORDC Grant) and \$7,701.60 in Account No. 145-0630-54411.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



ORD. 9526
Exh. A

CONSULTING SERVICES AGREEMENT

Client: City of Medina, OH	Project Name: ("Project") City of Medina ORDC Track Rehab
Address: 132 N. Elmwood Ave Medina, OH 44256	Project Location: Medina, OH
Telephone: 330-721-4721	
Client Contact: Patrick Patton	Consultant PM: Drew Bessette
Client Job No.: _____	Consultant Job No.: PP23-262253.00

This agreement ("Agreement") is made by and between City of Medina, OH ("Client") and Alfred Benesch & Company ("Consultant") (singularly, each may be referred to as "Party," and collectively, as "Parties") on _____ ("Effective Date"), for certain professional consulting services requested by Client in connection with the Project as specified herein. Consultant agrees to provide Client with the services ("Services") more specifically described as follows (or shown in Attachment A):

Services Description

The General Terms and Conditions and the following Attachments are hereby made a part of this Agreement:

Attachment A: Scope of Services and Fee Estimate

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all Attachments thereto. Client further agrees to pay Consultant for the Services in accordance with the Method of Payment selected below:

X By Lump Sum using a percent completed basis: **\$38,508.00.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the Effective Date:

City of Medina, OH

BY: _____
 AUTHORIZED REPRESENTATIVE

PRINT NAME: JAMES A. SHIELDS

TITLE: MAJOR

DATE: _____

Alfred Benesch & Company

BY: _____
 AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

TITLE: _____

DATE: _____

BENESCH OFFICE: Chicago, IL
 ADDRESS: 35 West Wacker Drive, Suite 3300 Chicago, IL 60601

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.



GENERAL TERMS AND CONDITIONS

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In

the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's



GENERAL TERMS AND CONDITIONS

property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of affirmative action and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246, as Amended by Executive Order Number 11375; Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals**



GENERAL TERMS AND CONDITIONS

based on their race, age, height, weight, color, religion, sex (including gender identity), sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are

instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means,



GENERAL TERMS AND CONDITIONS

techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.



GENERAL TERMS AND CONDITIONS

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Not Used.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.



GENERAL TERMS AND CONDITIONS

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties



GENERAL TERMS AND CONDITIONS

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and

serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

x ***Supplemental Condition is incorporated herein when the applicable box is checked.***

x **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

x **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

x **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

Attachment A: Scope of Services and Fee Estimate



19 Ocean Ave, Suite 5
Portland, ME 04103
www.benesch.com
P 207-747-4651

May 7, 2026

Mr. Patrick Patton, PE
City Engineer
City of Medina, OH
132 N. Elmwood Avenue
Medina, OH 44256

**Subject: Proposal for Engineering Services
ORDC Track Rehab**

Dear Mr. Patton:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal to the City of Medina, OH for engineering services related to the subject project.

Project Approach and Basis for Proposal

Benesch understands that the City of Medina plans to rehabilitate 2,400 LF of City owned track in Medina, OH. The project will consist of the replacement of track ballast, ties, other track material (OTM), and installation of 132# rail at two work locations. All work done for both locations will be constructed concurrently under an ORDC grant. The first project location will consist of 1,700 LF and the second project location will consist of 700 LF for a total project area of 2,400 LF of rehabilitated track.

Benesch's Scope of Services Include:

Project Management

Benesch will incorporate our established project management procedures to develop and track project tasks, schedules, budgets, and submittals. We will develop a project specific quality management plan and track all tasks and submittals for compliance. The Benesch Project Manager will coordinate project activities with the City of Medina.

Plan Development

Benesch will prepare 100% Issued for Construction (IFC) documents incorporating the scope of work outlined in the "Project Approach and Basis for Proposal" section. For this rehabilitation project, the plans will include plan views using aerial base imagery to show work limits and approximate stationing, typical trackwork details, material quantities and technical specifications. This approach provides contractors with everything needed to bid and execute the trackwork while eliminating the need for field surveying.

Based on the information provided and our past history with similar projects, the following is our understanding of the construction drawings and documents that will be required:

- Cover Sheet
- General Notes and Scope of Work

- Construction Details
- Typical Railroad Track Sections
- Summary of Material Quantities
- Project Overview
- Plan View Detail of Proposed Work (Location 1)
- Plan View Detail of Proposed Work (Location 2)
- Technical Specifications for Trackwork

The work will progress with submittals being made City of Medina at the 30% and 100% level. These submittals are critical so that work is progressing as intended and the level of work is consistent with City of Medina's expectations.

30% Submittal

- Cover sheet
- Scope of Work
- Typical Railroad Track Sections
- Plan view sheets showing work limits

100% Submittal

After the 30% submittal and review, we will make any needed adjustments to the plans, revise any comments that were made by the City of Medina and advance the plans to 100% final drawings.

Our engineers utilize the latest version of MicroStation to develop comprehensive trackwork plans that meet industry standards and project requirements. Technical specifications will be customized specifically for this rehabilitation project, incorporating applicable AREMA standards, material requirements and construction methodologies tailored to the scope of work.

Deliverables

Benesch will provide the following deliverables:

- 30% Preliminary Plans
- 100% Issued for Construction Plans
- Trackwork Specifications

Deliverables will be provided electronically in PDF format. Hard copies can be provided upon request at additional cost. All deliverables will include appropriate professional engineer seals and signatures as required.

Benesch Assumptions and Explicit exclusions:

Project Assumptions

The following assumptions form the basis of this proposal:

- Work limits will be provided by the City of Medina in .kmz file format or other acceptable electronic format

- City of Medina will provide timely review of submittals and deliverables within established schedule timeframes
- City of Medina will provide information about existing track to aid in plan development
- No survey or geotechnical work will be required for plan development
- Existing track access and site conditions will allow for standard rehabilitation techniques
- Project will proceed under ORDC grant requirements and timelines

Services Excluded from Scope

The following services are not included in this proposal and would require separate authorization through contract amendment:

Design and Engineering Services:

- Grade crossing or signal improvement plans
- Grading or drainage improvement plans
- Engineer's cost estimates
- Maintenance of traffic plans
- Environmental permitting or regulatory approvals

Pre-Construction Services:

- Preparation of bid documents beyond technical specifications
- Bid facilitation or contractor prequalification
- Geotechnical investigations or subsurface explorations
- Hydraulic or hydrologic analyses
- Surveying services (topographic, boundary, construction stakeout or utility surveys)
- Utility relocation design or coordination

Construction Phase Services:

- Submittal review
- Construction administration or inspection
- Special inspections, material testing or quality assurance services
- Coordination with railroad operations, including track outages and flagging

Specialized Services:

- Hazardous material identification, testing or remediation (including lead paint, asbestos or contaminated soils)
- Preparation of record drawings or as-built documents
- Coordination with third parties (utilities, adjacent property owners, regulatory agencies)

Additional Scope Items:

- Revisions resulting from owner-directed changes or third-party review comments
- Design modifications due to unknown, concealed or differing site conditions
- Services not specifically described in the Scope of Services section

City of Medina Responsibilities

- Provide the exact work limits in a .kmz file or other acceptable format
- Provide information about the existing track, including but not limited to type of rail and other track material
- Provide photos of work locations for Benesch review

- Perform a timely review of Benesch submittals and/or deliverables and provide comments as required

Anticipated Schedule

The approximate delivery schedule below assumes timely delivery of information and review comments from the City of Medina. The anticipated schedule provided here includes time for review and approval, which can take longer than the estimate used herein. Additionally, review(s) may require revision to certain plan sheets or specifications.

<u>DESCRIPTION</u>	<u>DATE</u>
NTP to Benesch	June 10 th , 2026
30% Plans	September 1 st , 2026
100% Plans and Technical Specs	October 15 th , 2026

Basis of Billings and Budget Estimate

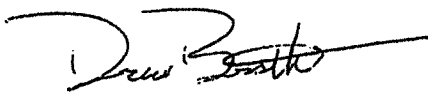
We propose to complete the scope of work outlined herein for a lump sum fee of \$38,508. This fee is based on the scope and extent of services described in this proposal. Any additional services requested beyond the outlined scope will be performed upon authorization and billed on a time and materials basis in accordance with our standard rates, or a separate proposal can be provided upon request.

We have attached Exhibit A "Detailed Fee Breakdown" to assist you in your evaluation of our proposal. We have also attached our Standard Terms and Conditions for Professional Services Proposals. These standard terms and conditions are incorporated into and made part of this agreement. If this proposed fee and the general terms and conditions are acceptable, Benesch will send a final contract for execution through IntelAgree, our electronic contract management system. This scope and fee proposal will be included as an attachment to the contract.

Benesch will invoice on regular billing cycles. Should invoices go unpaid after 60 days, Benesch may stop work and not release any additional deliverables until paid.

Should you have any questions regarding our proposal, please contact me directly at 860.671.0043 or dbessette@benesch.com. We appreciate the opportunity to partner with the City of Medina on this important infrastructure project.

Sincerely,



Drew Bessette, PE
Project Manager – Railroad Structures



Michael O'Connor, PE
Railroad Structural Group Manager
Vice President

ORDINANCE NO. 96-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A STORM WATER OPERATION AND MAINTENANCE AGREEMENT (SWOMA) FOR THE NEWLY INSTALLED STORM WATER DETENTION SYSTEM AT 1080 BRANCH ROAD.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to accept the Storm Water Operation and Maintenance Agreement (SWOMA) for the newly installed storm water detention system at 1080 Branch Road.
- SEC. 2:** That a copy of this Agreement is marked Exhibit A, attached hereto and made a part hereof.
- 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

Effective date:

City of Medina Ohio

Document ID:

Corresponding Job ID:

INSPECTION AND MAINTENANCE AGREEMENT FOR STORM WATER BEST MANAGEMENT PRACTICES

This Inspection and Maintenance Agreement, made this 24 day of April 2026, by and between Bhupinder Singh (hereafter referred to as the Owner) and the *City of Medina, Ohio* hereafter referred to as the City, provides as follows:

WHEREAS, the Owner is responsible for certain real estate shown as Tax Map Parcel Number 029-19A-14-021 that is situated in the City of Medina, State of Ohio and is known as being all of Medina City Lot No. 5316 to be developed as Truck and Trailer Service Area and referred to as the Property; and,

WHEREAS the Owner is providing a storm water management system consisting of the following storm water management practices Extended Dry Detention Basin as shown and described on the attached Comprehensive Storm Water Management Plan (*attach copy of development's approved plan*); and,

WHEREAS, to comply with the Ohio Environmental Protection Agency National Pollutant Discharge Elimination System and the *City of Medina, Ohio* Small Municipal Separate Storm Sewer System and Comprehensive Storm Water Management Plan, pertaining to this project, the Owner has agreed to inspect, maintain, and repair the storm water management practices in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

A. FINAL INSPECTION APPROVAL

The Owner shall certify in writing to the City within 30 days of completion of the storm water management practices that the storm water management practices are constructed in accordance with the approved plans and specifications. The Owner shall further provide an As Built Certification, including As-Built Survey, of the locations of all access and maintenance easements and each storm water management practice, a copy of this complete Inspection and Maintenance Agreement, and the approved inspection and Maintenance Plan.

B. MAINTENANCE PLANS FOR THE STORM WATER MANAGEMENT PRACTICES

1. The Owner agrees to maintain in perpetuity the storm water management practices in accordance with approved Maintenance Plans listed in #2 below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the storm water management practices, as well as structures, improvements, and vegetation provided to control the quantity and quality of the storm water.

2. The Owner shall provide a Maintenance Plan for each storm water management practice. The Maintenance Plans shall include:

a. The location and documentation of all access and maintenance easements on the property.

- e. A schedule for regular maintenance for each aspect of the storm water management practices to ensure continued performance of each practice. The Owner shall provide an easily understood maintenance inspection checklist. The maintenance plan will include a detailed drawing of each storm water management practice. The maintenance plan shall include each outlet structure with all parts clearly labeled. This schedule may include additional standards, as required by the City Engineer, to ensure continued performance of the storm water management practices permitted to be located in, or within 50 feet of water resources.

Alteration or termination of these stipulations is prohibited. The Owner must provide a draft Inspection and Maintenance Plan as part of the Comprehensive Stormwater Management Plan submittal. Once the draft is approved, a recorded copy of the plan must be submitted to the City to receive final inspection approval of the site, as noted above in section A.

- 3. The Owner shall maintain, update, and store the maintenance records for the storm water management practices.
- 4. The Owner shall perform all maintenance in accordance with the Inspection and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the City.

C. INSPECTION, MAINTENANCE, AND REPAIRS OF STORM WATER MANAGEMENT PRACTICES

- 1. The Owner shall inspect all storm water management practices listed in this agreement, every three (3) months and after major storm events for the first year of operation.
- 2. The Owner shall inspect all storm water management practices listed in this agreement at least once every year thereafter.
- 3. The Owner shall submit Inspection Reports in writing to the City engineer within 30 days after each inspection. The reports shall include the following:

The date of inspection; _____
 Name of inspector; _____
 The condition and/or presence of:
 (i) _____
 (ii) _____
 (iii) _____
 (iv) _____
 (v) _____
 (vi) _____
 (vii) _____
 (viii) Any other item that could affect the proper function of the Facility.

- 4. The Owner grants permission to the City to enter the Property and to inspect all aspects of the storm water management practices and related drainage to verify that they are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.
- 5. The Owner shall complete all corrective actions and repairs within ten (10) days of their discovery through Owner inspections or through a request from the City. If repairs will not occur within this ten (10) day period, the Owner must receive written approval from the City engineer for a repair schedule.
- 6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the storm water management practices, or the Owner fails to maintain the storm water management practices in accordance with the approved design standards and Inspection and Maintenance Plan. or. in the event of an emergency as determined by the City, it is the sole discretion

E. INDEMNIFICATION

1. The Owner hereby agrees that it shall save, hold harmless, and indemnify the City of Medina, Ohio and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.
2. The Owner hereby releases the City from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the City from the presence, existence, or maintenance of the stormwater management practices.
3. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
4. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
5. The current Owner shall promptly notify the City when the Owner legally transfers any of the Owners responsibilities for the storm water management practices. The Owner shall supply the City with a copy of any document of transfer, executed by both parties.
6. Upon execution of this Inspection and Maintenance Agreement, it shall be recorded in the Recorder's Office of Medina County, Ohio, at the Owner's expense.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 24 day of APRIL, 2026.

Owner:

Signature: Bhupinder Singh

Printed Name: Bhupinder Singh

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this 24th day of APRIL, 2026 by Bhupinder Singh who acknowledged that he did sign this Power of Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina, Ohio, this 24th day of APRIL, 2026.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____
_____, 20_____.

City of Medina:

Signature: _____

Printed Name: James A. Shields, Mayor

State of Ohio)

County of Medina) SS:

The foregoing instrument was acknowledged before me this _____ day of _____ by
_____ who acknowledged that he did sign this Power of
Attorney, and that it is his free act and deed. I have signed and sealed this Power of Attorney at Medina,
Ohio, this _____ day of _____, 20_____.

Notary Signature: _____

Printed Name: _____

My Commission Expires: _____

Notary Seal:

ORDINANCE NO. 97-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC. FOR A 10-YEAR SUBSCRIPTION PLAN FOR TASER 10 DEPLOYMENT AND RELATED SERVICES FOR THE POLICE DEPARTMENT.

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

- SEC. 1:** That the expenditure to AXON Enterprise, Inc. for the Master Services and Purchasing Agreement for a 10-year subscription for Taser 10 deployment and related services is hereby authorized for the Police Department.
- SEC. 2:** That the funds to cover this expenditure in the amount of \$463,576.00 are available in Account No. 106-0101-52232 (\$46,357.60 annually).
- SEC. 3:** That a copy of the Master Services and Purchasing Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** 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. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor



Master Services and Purchasing Agreement

ORD. 97-26 Exh.A

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("Trial Period") as described in a quote issued ("Trial Quote"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("Trial Products"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon



Master Services and Purchasing Agreement

may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
19.8. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
19.9. Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
19.10. Governing Law. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it.
19.11. Notices. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting.
19.12. Entire Agreement. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:
Axon Enterprise, Inc.

CUSTOMER:
City of Medina

Signature:
Name:
Title:
Date:

Signature:
Name: JAMES A. SHIELDS
Title: Mayor
Date:

ORDINANCE NO. 98-26

AN ORDINANCE ADOPTING THE PLANNING AND ZONING CODE FEE SCHEDULE FOR THE CITY OF MEDINA, OHIO.

WHEREAS: As part of the 2014 Zoning Code Update, it was suggested by the code consultant that the Fee Schedule be removed from the Codified Ordinances and be adopted as a separate Ordinance by Medina City Council (See Codified Ordinances 1108.01) to enable future revisions to be made on a more timely basis; and

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

SEC. 1: That the Planning and Zoning Code Fee Schedule for the City of Medina, Ohio is hereby adopted.

SEC. 2: That a copy of the Planning and Zoning Code Fee Schedule is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That Ordinance Number 180-14, passed November 10, 2014 is hereby repealed.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date –

EXISTING PLANNING AND ZONING FEE SCHEDULE - DELETE



CITY OF MEDINA
 Community Development Department
 132 N. Elmwood Ave. Medina, OH 44256
 330-722-9023

ORD 180-14
 6LD

Planning & Zoning Code Fee Schedule

Item	Fee	Additional Fee
Site Plan Review		
Non-Residential	\$200	\$25 per acre
Residential	\$200	\$5/DU
Conditional Zoning Certificate		
	\$300	
Sign, Conditional		
	\$50	
Amendment, Map, or Text		
	\$200	
Certificate of Appropriateness, HPB, and TCOV		
Residential	\$25	
Non-Residential	\$50	
Variance		
	\$200	
Wireless Facility		
Tower	\$500	
Antenna/Co-location	\$250	
Annual Inspection	\$50	
Special Meeting		
Historic Preservation Board	\$200	
Board of Zoning Appeals	\$300	
Planning Commission	\$400	
City Council	\$500	
Subdivision		
Minor	\$150	\$15/lot
Major, Preliminary Plan	\$350	\$35/lot
Major, Final Plat	\$250	\$25/lot
Major, Replat	\$150	\$15/lot
Road Dedication, Preliminary	\$300	\$1.00/LF
Road Dedication, Final	\$150	\$0.50/LF

Additional Deposit: Please see section 1108.02 of the Planning and Zoning Code. Additional study needed for applications shall be paid for by the applicant. These may include: traffic studies, environmental impact studies, and similar services/expenses.

EXISTING PLANNING AND ZONING FEE SCHEDULE - DELETE

~~Zoning Certificate Fee~~ (in additional to all other applicable fees)

ORD 180-14
OLD

Fence	
Residential	\$25
Non-Residential	\$50
Alteration/Replacement	\$25
Residential	
New Construction	\$250
Addition	\$50
Alteration	\$50
Accessory Building/Use	\$25
Driveway Expansion	\$25
Swimming Pool, in-ground	\$25
Swimming Pool, above-ground	N/A (Building fees apply)
Non-Residential	
New construction	\$500
Addition	\$100
Alteration	\$100
Accessory Building/Use	\$50
Change of Use	\$25
Sign (not requiring board review)	
Sign, new or alteration	\$25
No-Cost Certificate/Registration	
Homes-Based Business	\$0
Temporary Sign	\$0
Residential Farm Animals	\$0
Publications	
Comprehensive Plan	\$35
Planning and Zoning Code	\$25

Note: All fees above are to be charged per submittal, and each submittal requires payment of a separate fee. If one application requires more than one permit or approval, all applicable fees shall be charged. At the Planning Director's discretion, some or all fees may be waived provided the Board of Control has reviewed and approved the waiver. The amounts of any additional deposits required shall be determined by the Planning Director, in accordance with a policy established and amended from time to time by resolution from Council.

DU — Dwelling unit

Acre — impacted acre or fraction thereof

Lot — proposed lot

LF — linear foot of proposed roadway

SF — square foot of proposed building

Additionally, please see Section 1108 of the Planning and Zoning code for additional information on additional fees and escrow accounts.

REPLACE WITH PROPOSED PLANNING AND ZONING FEE SCHEDULE



CITY OF MEDINA
 Community Development Department
 132 N. Elmwood Ave. Medina, OH 44256
 330-722-9023

*ORD 98-26
 NEW*

Planning & Zoning Fee Schedule

Type	Fee
Certificate of Appropriateness - HPB, and TCOV	
Residential	\$25
Non-Residential	\$50
Conditional Sign	\$50
Conditional Zoning Certificate	\$200
Site Plan	
Residential	\$25 plus \$25 per acre
Non-Residential	\$50 plus \$5 per dwelling unit
Subdivision	
Minor	\$150 plus \$15 per lot
Major - Preliminary Plan	\$350 plus \$35 per lot
Major - Final Plat	\$250 plus \$25 per lot
Major - Replat or Right-of-Way Dedication	\$150 plus \$15 per lot
Variance or Appeal	\$200
Wireless Facility	
Tower	\$500
Antenna or Co-location	\$100
Zoning Certificate - Residential	
New Construction	\$250
Addition or Alteration	\$50
Accessory Building/Use	\$25
Driveway Expansion	\$25
Swimming Pool	\$25
Fence - New, Alteration, or Replacement	\$25
Sign - New, Alteration, or Replacement	\$25 per sign
Zoning Certificate - Non-Residential	
New Construction	\$500
Addition or Alteration	\$100
Accessory Building/Use	\$50
Change of Use	\$25
Fence - New/Alteration or Replacement	\$50/\$25
Sign - New, Alteration, or Replacement	\$25 per sign
Zoning Map or Text Amendment	\$300
* See Section 1108.02 of the Planning and Zoning Code for additional fees and escrow requirements not indicated on this Fee Schedule.	

ORDINANCE NO. 99-26

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF MEDINA, OHIO BY AMENDING/REPLACING THE FOLLOWING SECTIONS OF PART 11 – PLANNING AND ZONING CODE - SECTION 1309.01 AND SECTIONS 1311.04 THROUGH 1311.045.

WHEREAS: The Community Development Department is currently in the process of implementing new permitting, contractor registration and code enforcement software; and

WHEREAS: The proposed changes are commensurate with comparable communities and will cover new hardware/software expenses, better align fees with actual costs and remove unnecessary/unused fees.

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

SEC. 1: That the amendments as set forth by the Community Development Department are hereby adopted, marked Exhibit A, attached hereto, and incorporated herein.

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

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

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

Effective date –

CHAPTER 1309 Registration of Contractors and Certificates of Qualification

DELETE TEXT IN SECTION 1309.01:**1309.01 REGISTRATION AND CERTIFICATE OF QUALIFICATIONS.**

- (a) ~~General Provisions.~~ The Board of Building Code Appeals shall adopt rules and regulations for:
- (1) ~~The registration of all building contractors and all contractors of refrigeration, heating, piping, air conditioning, storm windows, siding and roofing.~~
 - (2) ~~The registration of all electrical contractors, master plumbers and journeyman plumbers, house movers, sewer tappers and vault cleaners.~~
 - (3) ~~Certificates of qualification for all welders and welding inspectors of structural steel field construction, concrete inspectors and steel inspectors on field construction.~~
 - (4) ~~The registration, or certification of qualification, of any other person or persons performing work or providing services under this Building Code, such as: painters, siding installers, tanners, roofers, installers of awnings, storm windows, plasterers, dry wallers, excavators, graders, landscapers, etc.~~
- (b) ~~Home Owner's Exception.~~ No provision of this Code or any regulation adopted by authority of this Code shall be interpreted to require that the owner of a single or one-family dwelling shall be registered or hold a certificate of qualification personally to perform work upon his premises. All such work shall be done by the owner with the assistance only of any member of his family or household and the work shall be done in conformity with the provisions of this Code and its rules or regulations. No work shall be done unless all permits, inspections and approval required by this Code are secured.
- (c) ~~Public Utility Organization's Exception.~~ No provision of this Code shall be interpreted to require registration, or certificates of qualification for officials or employees of public utility organizations to engage in the installation, alteration, repair, maintenance or utilization of any device, appliance, installation or appurtenance forming part of the equipment for generation, transmission or distribution of any commodity of service which the public utility organization is authorized by law to furnish or provide.
- (d) ~~Applications and Examinations.~~ Electrical contractors must hold a current State of Ohio Construction Industry Examining Board Certification as an electrical contractor and submit a copy of the same to the City when making application for registration. All applications for certificates of registration, and certificates of qualification shall be in the form prescribed by the Board of Building Code Appeals.
- (e) ~~Rules for Registration, General and Primary Subcontractors.~~ The Board of Building Code Appeals, by authority granted it under Section 1307.01 (d)(6) has adopted the following rules for registration and certificates of qualification for general, primary and subcontractors doing work within the City limits.
- (1) ~~Compliance with section.~~ No person, firm or corporation shall engage in the business or act in the capacity of a contractor, as herein defined, except pursuant to a certificate of qualification, issued in conformity with the provisions of this section by the Chief Building Official.
 - (2) ~~Definition.~~ "Contractor", for the purpose of this Code, means any individual, firm, copartnership, corporation, association or other organization, or combination thereof, who, by himself and/or employee, constructs, alters, repairs, adds to, subtracts from, reconstructs or remodels any building, structure or appurtenance thereto or performs work by grading, excavating, landscaping or landscaping maintenance.
 - (3) ~~Revocation and suspension.~~ A certificate of qualification may be revoked or suspended by the Chief Building Official for a prescribed period, up to permanently, whenever the Chief Building Official has determined that the holder thereof:
 - A. ~~Has not performed the duties required of him by this Code, by the rules or regulations of the Chief Building Official or by the Board of Building Code Appeals;~~

- ~~B. Has been lax, incompetent, negligent, or derelict in the prescribed performance, or in the performance of work, or furnishing of services authorized by the certificate; or~~
- ~~C. Has violated or participated in the violation of any provision of this Code. However, on request of the certificate holder, a public hearing shall be held by the Chief Building Official before the certificate is revoked and the appeal may be taken as provided in subsections (h) through (m), inclusive of Section 1307.01. The holder of a suspended certificate shall not do any work authorized by the certificate, except work necessary to correct a violation of this Code, specified in the notice of suspension, until notice of reinstatement has been given by the Chief Building Official, or the period of suspension has expired.~~

~~(f) Registration Fees; Renewal; Reinstatement.~~

~~Registration fee: \$ 100.00
Renewal fee by January 15: 75.00
Reinstatement: 100.00~~

~~Any person, firm, corporation or agent thereof who fails to register or fails to renew a registration prior to the performance of work shall be required to pay the registration fee of one hundred dollars (\$100.00) and as penalty therefor shall pay an additional sum double the amount required for registration fee.~~

- ~~(g) All contractors shall provide at the time of registration, proof of liability insurance with limits of not less than three hundred thousand dollars (\$300,000). The City shall be named as a certificate holder. No registration shall be issued without proof of insurance.~~
- ~~(h) If at any time the City is notified of a lapse in insurance coverage, the holder's certificate of registration shall be immediately canceled.~~

REPLACE WITH THE FOLLOWING TEXT IN 1309.01:

1309.01 REGISTRATION OF CONTRACTORS.

- (a) Registration Required. The following shall be required to register as contractors in the City and shall be subject to the regulations of this Code:
 - (1) All electrical, heating, ventilating, and air conditioning (HVAC), plumbing, hydronics, and refrigeration contractors.
 - (2) All fire suppression and fire alarm contractors.
 - (3) Any other person or persons performing building or construction related services, including, but not limited to, backflow, demolition/raising, drywalling, excavating, grading, piping, house moving, landscaping, masonry, painting, paving/concrete work, plastering, roofing, sprinkler installing, siding installing, sign installing, or windows installing.
 - (4) Any other person or persons meeting the definition of "Contractor", as herein defined, as determined by the Chief Building Official.
- (b) Home Owner's Exception. No provision of this Code or any regulation adopted by authority of this Code shall be interpreted to require that the owner of a single or one-family dwelling shall be registered personally to perform work upon his premises. All such work shall be done by the owner with the assistance only of any member of his family or household and the work shall be done in conformity with the provisions of this Code and its rules or regulations. No work shall be done unless all permits, inspections and approval required by this Code are secured.
- (c) Public Utility Organization's Exception. No provision of this Code shall be interpreted to require registration for officials or employees of public utility organizations to engage in the installation, alteration, repair, maintenance or utilization of any device, appliance, installation or appurtenance forming part of the equipment for generation, transmission or distribution of any commodity of service which the public utility organization is authorized by law to furnish or provide.

- (d) Required State License. The following contractors shall provide proof of a current license from the indicated state organization prior to contractor registration issuance.
- (1) All electrical, heating, ventilating, and air conditioning (HVAC), plumbing, hydronics, and refrigeration contractors must provide a current license from the Ohio Construction Industry Licensing Board.
 - (2) All fire suppression and fire alarm contractors must provide a current license from the Ohio Department of Commerce, Division of State Fire Marshal, Bureau of Licensing and Certification.
- (e) Rules for Registration, General and Primary Subcontractors.
- (1) Compliance with Section. No person, firm or corporation shall engage in the business or act in the capacity of a contractor, as herein defined, except pursuant to a contractor registration, issued in conformity with the provisions of this section by the Chief Building Official.
 - (2) Definition. "Contractor", for the purpose of this Code, means any individual, firm, copartnership, corporation, association or other organization, or combination thereof, who, by himself and/or employee, constructs, alters, repairs, adds to, subtracts from, reconstructs or remodels any building, structure or appurtenance thereto or performs work by grading, excavating, landscaping or landscaping maintenance.
 - (3) Revocation and Suspension.
 - A. A registration may be revoked or suspended by the Chief Building Official for a prescribed period, up to permanently, whenever the Chief Building Official has determined that the holder thereof:
 - i. Has not performed the duties required by this Code, by the rules or regulations of the Chief Building Official, or by the Board of Building Code Appeals;
 - ii. Has been lax, incompetent, negligent, or derelict in the prescribed performance, or in the performance of work, or furnishing of services authorized by the registration; or
 - iii. Has violated or participated in the violation of any provision of this Code.
 - B. The holder of a revoked or suspended registration shall not do any work authorized by the registration, except work necessary to correct a violation of this Code, specified in the notice of suspension, until notice of reinstatement has been given by the Chief Building Official, or the period of suspension has expired.
 - C. An appeal of the Chief Building Official's decision to revoke or suspend a registration may be submitted to the Board of Building Code Appeals as provided in subsections (h) through (m), inclusive of Section 1307.01.
- (f) Fees and Expiration.
- (1) The fee for the registration of a contractor shall be one hundred dollars (\$100.00). The registration shall expire one (1) year after the date of issuance.
 - (2) Any person, firm, corporation or agent thereof who fails to register as a contractor prior to the performance of work may be fined up to 100 percent (100%) of the regular fee in addition to the regular fee.
- (g) All contractors shall provide proof of liability insurance with limits of not less than three hundred thousand dollars (\$300,000.00) with the City named as a certificate holder. No contractor registration shall be issued without proof of liability insurance.
- (h) If at any time the City is notified of a lapse in insurance coverage, the holder's contractor registration shall be immediately canceled.

Chapter 1311 Building Permits

DELETE TEXT IN SECTION 1311.035:

~~1311.035 OBC ASSESSMENT FEE:~~

~~The following sections of Chapter 1311 shall be amended by the addition of a three percent (3%) assessment fee to be paid to the Board of Building Standards pursuant to Senate Bill 359 retroactive to July 5, 1993:~~

- ~~(a) Section 1311.04;~~
- ~~(b) Section 1311.041;~~
- ~~(c) Section 1311.042 - commercial and industrial electrical fee schedule.~~

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.035:

1311.035 OHIO BOARD OF BUILDING STANDARDS ASSESSMENT.

The following fee assessments shall be submitted as required by the Board of Building Standards of the State of Ohio:

- (a) A one percent (1%) fee shall be added to all permit and plan examination fees for residential one, two, and three-family units required in Section 1311.04, Section 1311.041, Section 1311.042, and Section 1311.044.
- (b) A three percent (3%) fee shall be added to all permit and plan examination fees for public, commercial, industrial, and multi-family with four (4) or more units required in Section 1311.04, Section 1311.041, Section 1311.042, and Section 1311.044.

1311.04 BUILDING PERMIT FEES.**DELETE TEXT IN SECTION 1311.04:**

Residential one, two, and three-family, condominiums or apartment houses including basements and attached garage areas measuring the outside dimensions at each floor level:

New construction, additions, renovations or alterations	\$35.00 plus ten cents (10¢) per square foot of the aggregate floor area
New garage, carport, breezeway, attached deck, porch, covered patio or structure for each enlargement to an existing dwelling or accessory building:	\$35.00
Sheds up to 168 square feet	\$25.00
Mobile Homes:	
New or used replacement to be placed on an approved mobile home site	\$35.00 plus seven cents (7¢) per square foot of aggregate floor area
Swimming pools having a side wall height of thirty-six inches (36") or more:	
Above-ground	\$25.00
In-ground	\$50.00
Public, commercial, industrial or multi-family buildings containing four (4) or more units, including basements, cellars and sub-cellar floors, measuring the outside dimensions of the building at each floor level:	
New construction, additions, renovations or alterations	\$50.00 plus fifteen cents (15¢) per square foot of the aggregate floor area for the first 100,000 square feet, plus ten cents (10¢) per square foot for the next 100,000 square feet, plus five cents (5¢) per square foot for each additional square foot over 200,000 square feet.
Moving permits required under Section 1315.01	\$25.00 plus ten cents (10¢) per square foot of the aggregate floor area
Razing permits:	
Residential	\$25.00
Commercial	\$50.00
Re-inspection fees	\$35.00
Plan examination fee	\$90.00 per hour or portion of an hour
Board of Building Standards assessment	3% added to the total cost of all commercial permits, including building, electrical, mechanical, fire alarm, fire suppression, and plan examination fees
Nonrefundable deposit for all multi-family, commercial and industrial buildings (if a building permit is issued, this deposit will be applied toward the total cost of the permit to cover any expenses incurred in plan examination.)	\$50.00

Any person, firm, corporation or the agent thereof who violates the requirements of permit issuance as a prerequisite to any erection, construction, alteration or repair of any structure within the corporate limits shall, upon detection, be required to purchase the necessary permit. As a penalty therefor, the violator shall pay an additional sum double the amount of the required permit fee, payable to the City Building Department.

Nothing in this chapter shall preclude the criminal prosecution for conduct which otherwise constitutes a misdemeanor under the provisions of the City's Building Code.

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.04:

BUILDING PERMIT FEE SCHEDULE	
New construction, additions, renovations, or alterations:	
Residential one, two, and three-family units, including basements and attached garage areas	<ul style="list-style-type: none"> • \$50.00 plus \$0.13 per square foot of the aggregate floor area, per unit • For projects not involving square footage, \$50.00 per inspection
Public, commercial, industrial, and multi-family buildings containing four (4) or more units, including basements	<ul style="list-style-type: none"> • \$70.00 plus \$0.18 per square foot of the aggregate floor area • For projects not involving square footage, \$70.00 per inspection
Roof replacement and repair:	
Residential one, two, and three-family units	\$50
Public, commercial, industrial, and multi-family buildings containing four (4) or more units	<ul style="list-style-type: none"> • \$70.00 for pitched roofs • \$70.00 plus \$0.02 per square foot of aggregate roof area for flat roofs
Swimming pools having a side wall height of thirty six (36) inches or more:	
Above ground pool	\$35.00
In ground pool	\$35.00 plus \$0.13 per square foot of the aggregate pool area
Moving permits required under Section 1315.01	\$100.00
Demolition or razing of a building	\$50.00
Re-inspection	\$50.00
Plan examination	\$140 per hour or portion of an hour

1311.041 HEATING, VENTILATION, AIR CONDITIONING AND FIRE SUPPRESSION SYSTEMS PERMITS AND FEES.

DELETE TEXT IN SECTION 1311.041:

Residential one, two, and three-family new, additions or renovations	\$35.00 plus ten cents (10¢) per square foot per dwelling unit
Commercial, industrial, and multi-family with four or more units new, additions or renovations	\$50.00 per HVAC unit plus fifteen cents (15¢) per square foot for conditioned area
Plans examination fee	\$90.00 per hour or portion of an hour
Replacement heating and/or air conditioning units:	
Residential	\$35.00 per unit
Commercial	\$50.00 per unit
Fire suppression systems	\$75.00 plus two cents (2¢) per square foot of protected area
Wood burning or solid fuel stoves and fireplaces	\$50.00
Re-inspection fees	\$35.00
Board of Building Standards assessment	3% added to the total cost of all commercial permits, including building, electrical, mechanical, fire alarm, fire suppression, and plan examination fees.

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.041:

HEATING, VENTILATION, AIR CONDITIONING, AND FIRE SUPPRESSION SYSTEMS PERMITS FEE SCHEDULE	
New construction, additions, renovations, or alterations:	
Residential one, two, and three-family units	<ul style="list-style-type: none"> • \$50.00 plus \$0.13 per square foot of the aggregate floor area, per unit • For projects not involving square footage, \$50.00 per inspection
Public, commercial, industrial, and multi-family with four (4) or more units	<ul style="list-style-type: none"> • \$70.00 plus \$0.18 per square foot of the aggregate floor area • For projects not involving square footage, \$70.00 per inspection
Replacement heating and/or air conditioning units:	
Residential one, two, and three-family units	\$50.00 per heating and/or air conditioning unit
Public, commercial, industrial, and multi-family with four (4) or more units	\$70.00 per heating and/or air conditioning unit
Fire suppression and fire alarm systems	\$100.00 plus \$0.02 per square foot of the aggregate protected area
Miscellaneous HVAC	\$50.00
Re-inspection	\$50.00
Plans examination	\$140.00 per hour or portion of an hour

1311.042 ELECTRICAL FEES.**DELETE TEXT IN SECTION 1311.042:**

The fee for installation, alterations and remodeling of electrical wiring, rewiring, apparatus, equipment, including heating and air conditioning equipment, sanitary equipment, safety devices, controls, motors, generators, services, rectifiers, supports and accessories, including but not limited to motion picture machines, welding machines and all other electrical devices, apparatus and equipment of every type and description together with the appurtenances thereof shall be as follows:

ELECTRICAL FEE SCHEDULE

Residential - one, two and three-family	
New construction, additions, and renovations	\$35.00 plus ten cents (10¢) per square foot per unit
Detached garages and accessory buildings	\$35.00 plus five cents (5¢) per square foot
Temporary service	\$15.00
Replacement service entrance, water heater, range, dryer, dishwasher and air conditioner	\$20.00
Mobile homes, sales trailers	\$35.00 per unit
Service inspection for moved house	\$35.00 plus thirty cents (30¢) per outlet, switch or junction box
Swimming Pools:	
Above ground	\$25.00
In-ground	\$35.00
Re-inspection fees	\$35.00
Commercial, Industrial and Multi-family four units and up new construction, additions, and renovations	\$50.00 plus fifteen cents (15¢) per square foot per unit
Parking lots	\$50.00 plus \$3.00 per pole or stanchion
Signs	\$35.00 plus \$5.00 per circuit
Temporary lighting	\$25.00
Service change	\$35.00 per panel
Circuses, carnivals, tents	\$35.00
Inspection of motors, generators, welding machines, transformers, industrial furnaces and similar apparatus shall be computed as follows:	
Motors	
Up to 10 H.P.	\$5.00 each
11 H.P. to 20 H.P.	\$10.00 each
21 H.P. to 50 H.P.	\$15.00 each
Over 50 H.P.	\$20.00 each
Transformers	

1 to 10 kVA	\$5.00 each
10.5 to 25 kVA	\$10.00 each
25.5 to 50 kVA	\$15.00 each
Over 50 kVA	\$20.00 each
All other apparatus	\$20.00 each
Re-inspection fee	\$35.00
Miscellaneous electrical	\$35.00
Plans examination fee	\$90.00 per hour or portion of an hour
Board of Building Standards assessment	3% added to the total cost of all commercial permits, including building, electrical, mechanical, fire alarm, fire suppression, and plan examination fees

Permits required by these Codified Ordinances shall be applied for in writing and permits shall have been issued before work is begun. Any person, firm, or corporation found violating this section may be fined up to 100 percent (100%) of the regular permit fee in addition to the regular permit fee.

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.042:

ELECTRICAL FEE SCHEDULE	
New construction, additions, renovations, or alterations:	
Residential one, two and three-family units	<ul style="list-style-type: none"> • \$50.00 plus \$0.13 per square foot of the aggregate floor area, per unit • For projects not involving square footage, \$50.00 per inspection
Public, commercial, industrial, and multi-family residential with four (4) or more units	<ul style="list-style-type: none"> • \$70.00 plus \$0.18 per square foot of the aggregate floor area • For projects not involving square footage, \$70.00 per inspection
Residential one, two, and three-family detached garages and accessory buildings	<ul style="list-style-type: none"> • \$50.00 plus \$0.13 per square foot of the aggregate floor area • For projects not involving square footage, \$50.00 per inspection
Mobile homes and sales trailers	\$50.00 per unit
Service inspection for moved house	\$50.00
Swimming pools	\$50.00
Parking lots	\$70.00 plus \$3.00 per pole or stanchion
Signs	\$50.00 plus \$5.00 per circuit
Temporary lighting	\$50.00
Service change	\$50.00 per panel
Tents	\$50.00
Miscellaneous electrical	\$50.00
Re-inspection	\$50.00
Plans examination	\$140.00 per hour or portion of an hour

1311.043 LOT GRADING/BUILDING ELEVATION REVIEW FEES; GRADING COMPLETION DEPOSIT.

DELETE TEXT IN SECTION 1311.043:

LOT GRADING/BUILDING ELEVATION REVIEW FEE SCHEDULE AND GRADING COMPLETION DEPOSIT	
Residential topographic review fees	\$150.00
Residential revisions	\$75.00 each
Commercial, industrial, multi-family site plan, grading plan review	\$75.00 per hour or portion of an hour
Re-inspection fee	\$35.00
Grading completion deposit	\$850.00

Grading deposit shall be paid prior to the issuance of a building permit and will be refunded after as-built drawings are approved. The City may, at its discretion, use these funds to complete grading they are unable to get the developer or contractor to do to the City's satisfaction:

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.043:

LOT GRADING/BUILDING ELEVATION REVIEW FEE SCHEDULE AND GRADING COMPLETION DEPOSIT	
Residential topographic review fees	\$150.00
Residential revisions	\$75.00 each
Commercial, industrial, multi-family site plan, grading plan review	\$75.00 per hour or portion of an hour
Re-inspection fee	\$35.00
Grading completion deposit	\$850.00
Stormwater Pollution Prevention Plan (SWP3)	\$250.00

Grading deposit shall be paid prior to the issuance of a building permit and will be refunded after as-built drawings are approved. The City may, at its discretion, use these funds to complete grading they are unable to get the developer or contractor to do to the City's satisfaction.

**1311.044 PLUMBING PERMIT FEES.
DELETE TEXT IN SECTION 1311.044:**

PLUMBING FEE SCHEDULE	
Minimum Fee	\$50.00
Residential Base Fee (includes 10 fixtures)	\$150.00
Commercial Base Fee (includes 10 fixtures)	\$300.00
Residential - each additional fixture	\$5.00
Commercial - each additional fixture	\$10.00
Water Service or Re-Piping	\$50.00
Building Drain Line Repair	\$50.00
Water Heater Replacement	\$50.00
Re-Inspection Fee	\$50.00
Residential - one, two and three-family New construction, additional and renovations	plus ten cents (10¢) per square foot per unit
Commercial, Industrial and multi-family Four units and up New construction, additions and renovations	plus fifteen cents (15¢) per square foot per unit
Plans Examination Fee	\$90.00 per hour or portion of an hour

REPLACE WITH THE FOLLOWING TEXT IN SECTION 1311.044:

PLUMBING FEE SCHEDULE	
New construction, additions, and renovations or alterations:	
Residential one, two, and three-family units	<ul style="list-style-type: none"> • \$50.00 plus \$0.13 per square foot of the aggregate floor area, per unit • For projects not involving square footage, \$50.00 per inspection
Public, commercial, industrial, and multi-family with four (4) or more units	<ul style="list-style-type: none"> • \$70.00 plus \$0.18 per square foot of the aggregate floor area • For projects not involving square footage, \$70.00 per inspection
Water service or re-piping	\$50.00
Building drain line repair	\$50.00
Water heater replacement	\$50.00
Miscellaneous plumbing	\$50.00
Re-inspection	\$50.00
Plans examination	\$140.00 per hour or portion of an hour

NEW SECTION 1311.045:

1311.046 WORK INITIATED PRIOR TO A REQUIRED PERMIT.

Permits required by Chapter 1311 of these Codified Ordinances shall be applied for and issued before work is begun. Any person, firm, or corporation found violating this section may be fined up to 100 percent (100%) of the regular permit fee in addition to the regular permit fee.

Nothing in this chapter shall preclude the criminal prosecution for conduct which otherwise constitutes a misdemeanor under the provisions of the City's Building Code.

ORDINANCE NO. 100-26

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE CERTAIN FUND ADVANCES.

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

SEC. 1: That the Finance Director is hereby authorized to make the following fund advances:

- \$920,000.00 from (001) General Fund to (109) Grants Fund (ORDC Grant for RR improvements)
- \$230,000.00 from (001) General Fund to (145) Railroad Fund (Local match for RR improvements)
- \$902,136.00 from (001) General Fund to (109) Grants Fund (NOACA Grant for US 42 Resurfacing)

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

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

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORDINANCE NO. 101-26

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

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

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

<u>Account No./Line Item</u>	<u>Additions</u>
001-0704-52225	20,000.00 *
001-0707-56615	2,052,136.00 *
102-0610-53321	25,000.00 *
109-0630-54411	920,000.00 *
145-0630-54411	230,000.00 *
820-0225-56612	5,000.00 *
108-0673-54414	281,205.59

SEC. 2: That Ordinance No. 218-25, passed December 8, 2025, shall be amended by the following reductions:

<u>Account No./Line Item</u>	<u>Reductions</u>
108-0610-54414	281,205.59
386-0673-54414	500,000.00

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

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

* - new appropriation

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor